

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Mark Kutney, AICP, Development Services Director/(954) 797-1101

SUBJECT: Resolution
DG 1-3-02 Meeks Farms Plat, 5700 South University Drive/Generally located on the east side of University Drive, approximately 1000 feet north of Stirling Road.

AFFECTED DISTRICT: District 2

TITLE OF AGENDA ITEM:

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR AND TOWN ADMINISTRATOR TO ENTER INTO A TRI-PARTY AGREEMENT BETWEEN THE TOWN OF DAVIE, BROWARD COUNTY, AND ELISE MEEKS, WILLIAM MEEKS, AND KATHLEEN LENHARDT; PROVIDING FOR THE INSTALLATION OF REQUIRED IMPROVEMENTS RELATING TO AN AMENDMENT TO THE NON-VEHICULAR ACCESS LINE ON THE MEEKS FARMS PLAT; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF:

The petitioner is requesting the Town enter a tri-party agreement for the installation of required improvements associated with the recording of the previously approved amendment to the non-vehicular access line along University Drive. The property owner has requested that Broward County place a lien on the Meeks Farms Plat as security for the construction of required improvements instead of posting a bond. In addition, the Town of Davie agrees to not issue any certificates of occupancy until the improvements are completed. When such a request is made to Broward County the Town of Davie is required to be a party to the agreement. Staff has no objection to the request.

PREVIOUS ACTIONS: None

CONCURRENCES: None

FISCAL IMPACT: None

RECOMMENDATION(S): Motion to approve

Attachment(s): Planning Report, Resolution, Justification letter, Plat, Tri-party agreement, Landuse map, Subject site map, Aerial

Application #: DG 1-3-02
Exhibit "A"
Original Report Date: 2/1/02

Revisions:

TOWN OF DAVIE
Development Services Department
Planning & Zoning Division Staff
Report and Recommendation

APPLICANT INFORMATION

Owner:		Agent:	
Name:	Elise Meeks, William Meeks, & Kathleen Lenhardt	Name:	Gustavo Aguirre
Address:	2624 NE 26 Court	Address:	5450 Griffin Road
City:	Fort Lauderdale, FL 33306	City:	Davie, FL 33314
Phone:	(954)565-2200	Phone:	(954)584-6880

BACKGROUND INFORMATION

Application History: No deferrals have been requested.

Application Request: The petitioner is requesting the Town enter a tri-party agreement for the installation of required improvements associated with the recording of the previously approved amendment to the non-vehicular access line.

Address/Location: 5700 South University Drive/Generally located on the east side of University Drive, approximately 1000 feet north of Stirling Road.

Future Land Use Plan Designation: Commerce/Office

Zoning: CC, Commerce Center District

Parcel Size: 8.9 acres (389,222 square feet)

Surrounding Uses:

North:	Vacant
South:	Vacant
East:	Exotic Acres
West:	Commercial

Surrounding Land Use Plan Designation:

Commerce/Office
Commerce/Office
Residential (1 DU/AC)
Commercial

Surrounding Zoning:

North:	CC, Commerce Center District
South:	CC, Commerce Center District
East:	A-1, Agriculture District
West:	B-2, Community Business District

ZONING HISTORY

Related Zoning History: None

Previous Request on same property: Town Council approved plat request P 6-2-93 on February 16, 1994, with a plat note restricting the plat to 125,000 square feet of office use.

Previous Request on same property: Town Council approved plat request P 6-2-93 on February 16, 1994, with a plat note restricting the plat to 125,000 square feet of office use.

Town Council approved a delegation request, DG 3-1-01 on April 18, 2001, to modify the existing non-vehicular access line along University Drive to provide for an additional fifty (50) foot opening at the south plat limit in order to provide a one-hundred (100) foot shared access opening with the "Wolf Family Plat" to the south.

Summary of Significant Development Review Agency Comments

None

Applicable Codes and Ordinances

Broward County Land Development Code requires Delegation Requests for plat note amendments.

Comprehensive Plan Considerations

Planning Area: The subject property falls within Planning Area 10. This Planning Area is generally located north of Stirling Road, south of Griffin Road, east of Pine Island Road, and west of SW 76 Avenue. Pine Island Road, a major north/south arterial, on the western limits of this planning area provides through access from Griffin Road to Stirling Road. Commercial development of retail centers and office buildings line the University Drive corridor. The east side of this corridor is predominantly small-scale commercial development, with multi-family residential development (one existing, one proposed) and plant nurseries on the northern half of the corridor, and commerce park development and cattle grazing on commerce park-zoned lands on the southern half. Commercial development also exists along Griffin Road within this planning area. Several small-scale single-family residential communities, two trailer parks totaling approximately 30 acres in area, and an 8 acre industrial park are located within this planning area, together with six parcels zoned for community facilities uses. These include, but are not limited to, a regional library, multiple church uses varying scales, a girl scout campground facility, and a private school.

Broward County Comprehensive Plan: The Broward County Land Development Code requires that any changes to the restrictive note on the plat be reviewed and approved or disapproved by the municipality, and with final approval by Broward County Commission.

Broward County Land Use Plan: The subject site falls within Flexibility Zone 102.

Concurrency Considerations: The application indicates no increase in trips on the roadway network.

Applicable Goals, Objectives & Policies: None

Staff Analysis/Findings of Fact

The petitioner is requesting the Town enter a tri-party agreement for the installation of required improvements associated with the recording of the previously approved

required improvements associated with the recording of the previously approved amendment to the non-vehicular access line along University Drive. The property owner has requested that Broward County place a lien on the Meeks Farms Plat as security for the construction of required improvements instead of posting a bond. In addition, the Town of Davie agrees to not issue any certificates of occupancy until the improvements are completed. When such a request is made to Broward County the Town of Davie is required to be a party to the agreement. Staff has no objection to the request.

Staff Recommendation

Recommendation: Based upon the above and the finding of facts in the positive, staff recommends **approval**, of petition DG 1-3-02.

Exhibits

1. Resolution
2. Justification letter
3. Plat
4. Tri-party agreement
5. Landuse map
6. Subject site map
7. Aerial

Prepared by: _____

Reviewed by: _____

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR AND TOWN ADMINISTRATOR TO ENTER INTO A TRI-PARTY AGREEMENT BETWEEN THE TOWN OF DAVIE, BROWARD COUNTY, AND ELISE MEEKS, WILLIAM MEEKS, AND KATHLEEN LENHARDT; PROVIDING FOR THE INSTALLATION OF REQUIRED IMPROVEMENTS RELATING TO AN AMENDMENT TO THE NON-VEHICULAR ACCESS LINE ON THE MEEKS FARMS PLAT; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the boundary plat known as Meeks Farms Plat was recorded in the public records of Broward County in Plat Book 161, Page 24; and

WHEREAS, Broward County requires the Town of Davie to enter into a tri-party agreement when a property owner wishes to provide to the County, as security for the construction of the required improvements, the rights to impose a lien on the real property being affected by the non-vehicular access line amendment.

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

SECTION 1. 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", between Town of Davie, Broward County, and Elise Meeks, William Meeks, and Kathleen Lenhardt.

SECTION 2. 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 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2002.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2002.

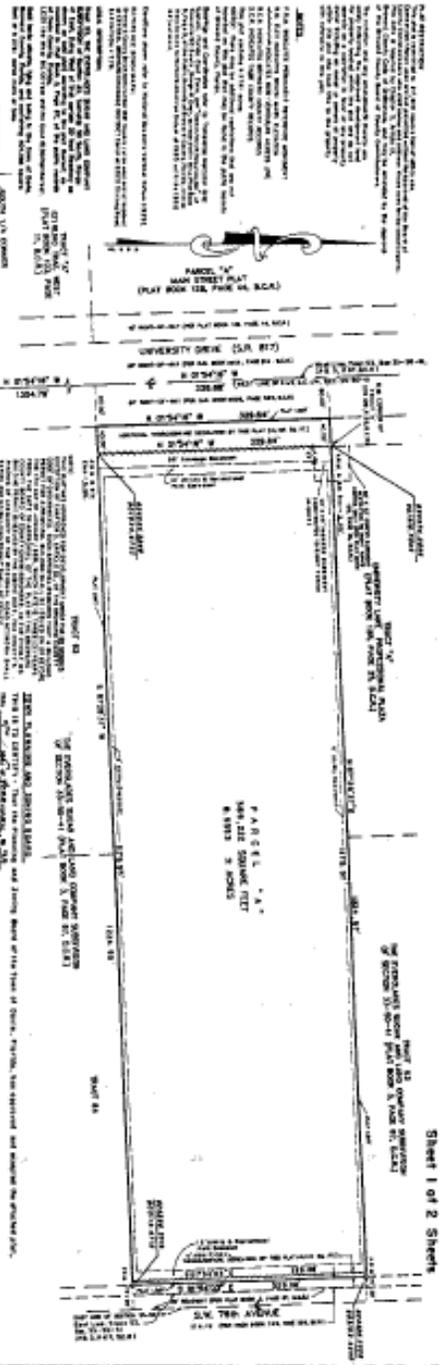
APPROVED THIS _____ DAY OF _____, 2002.

96-338534

PLAT BOOK 101, PAGE 24

Sheet 1 of 2 Sheets

86-1-3-02



**BEING A REPLAT OF A PORTION OF TRACT 53,
THE EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION
OF SECTION 33, TOWNSHIP 50 SOUTH, RANGE 41 EAST,
(PLAT BOOK 3, PAGE 67, D.C.R.)
TOWN OF DAVIE • BROWARD COUNTY • FLORIDA
JUNE 1993**

MEEK'S FARMS

BY *John S. Meek*

APPROVED BY *John S. Meek*

RECORDED BY *John S. Meek*

ENGINEER BY: *John S. Meek*

DATE: *June 1993*

SCALE: *1" = 100'*

SECTION 12

SECTION 13

SECTION 14

SECTION 15

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SECTION 17

SECTION 18

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SECTION 100



ASSOCIATED ENGINEERS OF SOUTH FLORIDA, INC

PLANNING • DESIGN • STUDIES • INSPECTION SERVICES

5450 GRIFFIN ROAD,

DAVIE, FL. 33314

January 10, 2002

Town of Davie Planning & Zoning Dept.
6591 S.W. 45th St.
Davie, FL 33314

ATT: Geri Baluss

RE: Meeks Farm Plat
Delegation Request to amend N.V.A.L.
Agreement for installation of required improvements
Our Project No. 98-03M

Dear Geri:

This is written as our justification letter to our request to the Town Council to be approved the tri-party agreement for the installation of required improvements associated with the recording of the previously approved amendment to the non-vehicular access line on University Drive. A tri-party Agreement is required when the property owner wishes to provide to the County, as security for the construction of the required improvements, the rights to impose a lien on the real property being affected by the N.V.A.L. amendment. The Town of Davie becomes a party of the tri-party agreement, and as such, if the agreement is approved, it must execute said agreement.

Sincerely,

ASSOCIATED ENGINEERS
OF SOUTH FLORIDA, INC.



Gustavo X. Aguirre, President

9803M-TOD gxaletters

Phone: (954) 584-6880

Fax: (954) 584-2862

Return recorded copy to:
Associated Engineers
of South Florida, Inc.
5450 Griffin Road
Davie, FL 33314

Document prepared by:
Gustavo X. Aguirre, President
Associated Engineers
of South Florida, Inc.
5450 Griffin Road
Davie, FL 33314

AGREEMENT

Among

BROWARD COUNTY

And

TOWN OF DAVIE

And

ELISE M. MEEKS, WILLIAM H. MEEKS AND KATHLEEN M. LENHARDT

for

INSTALLATION OF REQUIRED IMPROVEMENTS
RELATING TO
AMENDMENT TO THE NON-VEHICULAR
ACCESS LINE ON THE MEEKS FARM PLAT

This is an Agreement among BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," through its Board of County Commissioners,

AND

TOWN OF DAVIE

, a municipal corporation, organized and existing under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "CITY";

AND

Elise M. Meeks, William H. Meeks and Kathleen M. Lenhardt, hereinafter referred to as "DEVELOPER," its successors and assigns.

CAF#249
06/29/98

WHEREAS, DEVELOPER'S plat, known as (047-MP-93), hereinafter referred to as the "PLAT," was approved by the Board of County Commissioners of Broward County on June 5, 2001, and is described in Exhibit "A," attached hereto and incorporated herein; and

Amendments
WHEREAS, the PLAT was approved subject to certain conditions to ensure the protection of the public health and safety, and one of the conditions imposed at the time of PLAT approval was the construction of certain improvements;

WHEREAS, the PLAT is located within the boundaries of the CITY; and

WHEREAS, the parties desire to enter into this agreement to provide for the construction, funding and security for the required improvements as described in Exhibit "B" attached hereto and incorporated herein; NOW THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, and payments hereinafter set forth, COUNTY and DEVELOPER agree as follows:

1. INSTALLATION OF REQUIRED IMPROVEMENTS.

- (a) DEVELOPER agrees to and DEVELOPER shall construct the improvements described in Exhibit "B" attached hereto, hereinafter referred to as "the Improvements." Said Improvements shall be constructed according to the schedule set forth in Exhibit "B."
- (b) The Improvements described in Exhibit "B" shall be installed in accordance with applicable COUNTY, State of Florida Department of Transportation standards and specifications and in accordance with the Development Review Report for the PLAT. The construction plans for the Improvements, including pavement marking and signing plans, shall be submitted to COUNTY for review and approval prior to commencement of construction. Construction shall be subject to inspection and approval by the COUNTY. Pavement marking and signing shall be provided for all of the Improvements and shall be subject to review, field inspections and final approval by the Broward County Traffic Engineering Division, which Improvements shall be consistent with the previously approved plans.
- (c) Notwithstanding subparagraphs 1.(a) and (b) above, COUNTY agrees that the turn lane improvements(s) described in Exhibit "B" shall not be required if the associated opening(s) in the nonvehicular access line depicted on the PLAT are eliminated through the recordation of an agreement to amend the nonvehicular access line pursuant to approval by COUNTY. In that event, COUNTY agrees to authorize reduction of the security provided by DEVELOPER according to provisions of paragraph 5. below.

2. DEVELOPER understands and agrees that it is DEVELOPER'S responsibility to complete the Improvements described in Exhibit "B" and that all costs relating to the installation of the Improvements will be borne by the DEVELOPER.
3. CITY agrees not to issue building permits for construction of a principal building within the PLAT until such time as DEVELOPER provides CITY with written confirmation from COUNTY that DEVELOPER has complied with paragraph 5.(c) of this Agreement.
4. CITY agrees not to issue any certificates of occupancy for the plat prior to completion of improvements according to the schedule set forth in Exhibit "B."
5. SECURITY AND DEFAULT:
 - (a) A lien is hereby imposed by the COUNTY against the real property identified in Exhibit "A" in the amount of Forty Three Thousand Seventy & 00/100 Dollars (\$ 43,070.00). Such lien shall secure the construction of the Improvements identified in Exhibit "B" attached hereto. Such lien shall exist until fully paid, discharged, released, or barred by law. The lien created by this Agreement shall be superior to and shall have priority over any mortgage on the real property described in Exhibit "A." The DEVELOPER shall cause this Agreement to be executed by the holder of any such mortgage, which execution shall constitute the mortgagee's consent to such subordination.
 - (b) DEVELOPER agrees that this Agreement shall be recorded in the Official Records of Broward County, Florida, against the property described in Exhibit "A" to put subsequent purchasers, grantees, heirs, successors and assigns of any interest in such property on notice of the obligations set forth herein, which shall run with the property until fully performed.
 - (c) Prior to the DEVELOPER obtaining a building permit for construction of any portion of the PLAT which, according to the schedule set forth in Exhibit "B," requires the installation of the Improvements, or a portion thereof, DEVELOPER shall provide a form of security acceptable to the COUNTY in the form of a letter of credit, surety bond, or other acceptable security in the amount of Forty Three Thousand Seventy & 00/100 Dollars (\$ 43,070.00), in substitution of the lien imposed hereby, and the COUNTY shall cause to be executed and recorded in the Official Records of Broward County a release or satisfaction of the lien upon the property described in Exhibit "A."
 - (d) Pursuant to subsection 5(c) above, DEVELOPER may elect to provide security for any individual phase as listed in Exhibit "B," in order to release a portion of the lien imposed on the PLAT for the individual phase. In that event, DEVELOPER shall submit a cost estimate prepared by a Registered Engineer for the Improvements required in such phase. Upon acceptance

by the COUNTY of the cost estimate, and payment by DEVELOPER of any applicable fee, that portion of the PLAT shall be released from the lien imposed and the total amount of the lien shall be reduced by the approved amount.

- (e) In the event DEVELOPER fails to construct the Improvements according to the terms and conditions of this Agreement, COUNTY may recover such sums from DEVELOPER as are necessary in order to cause the construction of the Improvements that are outstanding. Such sums, plus costs and attorney's fees, may be recovered by COUNTY against the DEVELOPER through a civil action, or may be recovered by action as provided by the applicable security. In the event that DEVELOPER fails to construct an improvement secured by lien created hereunder, such lien may be foreclosed or otherwise enforced by the COUNTY by action or suit in equity as for the foreclosure of a mortgage on real property.
 - (f) DEVELOPER shall ensure that the security remains valid and in full force and effect until DEVELOPER'S improvement obligations are fully performed. Expiration of the security prior to DEVELOPER'S performance of such obligation, or notice to COUNTY that the security will expire or has been canceled or disaffirmed prior to DEVELOPER'S satisfaction of all obligations hereunder, shall constitute a default of this Agreement.
 - (g) In the event the letter of credit, surety bond or other form of security provided to COUNTY, as described in paragraph 5(c) above, expires, is canceled, or is disaffirmed, COUNTY shall send notice to DEVELOPER, according to the notice provisions of this Agreement, and DEVELOPER shall have four (4) months from the date of such notice to provide substitute security in a form acceptable to COUNTY. If DEVELOPER fails to provide acceptable substitute security, COUNTY may record a document entitled "Notice of Lien for Installation of Required Improvements" which shall constitute a lien on the property described in Exhibit "A" for the amount due hereunder, until fully paid, discharged, released or barred by law. To the extent that the failed security is attributable to an identified parcel or portion of the PLAT, the Notice of Lien for Required Improvements may be recorded against and apply only to such parcel or portion of the PLAT.
6. Upon the completion of one or more of the Improvements specified in Exhibit "B," the DEVELOPER may request a partial release of security from the COUNTY. The DEVELOPER shall submit a sealed certification by a Registered Engineer of the work completed, and a cost estimate of the remaining Improvements to be completed based upon the current approved County unit prices. Upon acceptance by the COUNTY of said certification and cost estimate, and payment by the DEVELOPER of any applicable fee, the COUNTY shall release that portion of the security, if any, which is in excess of the cost of the remaining Improvements. Final release of the full security is subject to the standard COUNTY maintenance period of one (1) year from the date of completion of all of the Improvements specified on

Exhibit "B." If a full or partial release is warranted for Improvements secured by lien under this Agreement, the COUNTY shall execute any and all documents satisfying and discharging said lien which shall be recorded in the Official Records of Broward County.

7. DEVELOPER agrees that the construction contract(s) for the Improvements shall include the following:

- (a) Indemnify and save harmless the COUNTY, the Board of County Commissioners of Broward County, and the State of Florida, its agents and employees, from or on account of any injuries or damages received or sustained by any person or persons during or on account of any operations connected with the construction of the Improvements; or by or in consequence of any negligence in connection with the same; or by use of any improper materials or by or on account of an act or omission of the said contractor, subcontractor, agents, servants or employees.
- (b) Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws.
- (c) Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) per accident.
- (d) Comprehensive General Liability Insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Premises and/or Operations.

Independent Contractors.

Products and/or completed operations.

Underground Coverages.

COUNTY and the Broward County Board of County Commissioners are to be named as additional insureds with respect to liability arising out of operations performed for COUNTY by or on behalf of CONTRACTOR or negligent acts or omissions of COUNTY in connection with general supervision of such operation.

- (e) Business Automobile Liability Insurance with minimum limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence combined single

limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include owned vehicles and hired and non-owned vehicles.

Notice of Cancellation and/or Restriction: The policy(ies) must be endorsed to provide COUNTY with thirty (30) days notice of cancellation and/or restriction.

8. COUNTY agrees that this Agreement satisfies the requirements of Chapter 5, Article IX, Broward County Code of Ordinances, that developers install all required improvements prior to issuance of a development order or enter into an agreement to provide for installation of the required improvements within a reasonable period of time or before issuance of building permits or certificates of occupancy, as required by the County Commission. Upon official acceptance of the Improvements by the applicable permitting agency, the local government may issue certificates of occupancy for parcels or portions of the PLAT.
9. Nothing herein shall prevent the COUNTY or CITY from enforcing the requirements of this Agreement against the owners, successors or assigns in any part of the PLAT.
10. The DEVELOPER agrees to execute any and all other instruments or documents as may be required to effectuate the requirements of Chapter 5, Article IX, Broward County Code of Ordinances, and this Agreement.
11. NOTICE. Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

Director of the Broward County Engineering Division
115 South Andrews Avenue, Room 321
Fort Lauderdale, FL 33301

For the CITY:

Davie Town Administrator

6591 Orange Drive

Davie, FL 33314-3399

For the DEVELOPER:

William H. Meeks, Esq.

2601 E. Oakland Park Blvd., Suite 400

Ft. Lauderdale, FL 33306

12. RELEASE. When all of the obligations set forth herein are fully paid and performed, COUNTY, at the request of DEVELOPER or its successor and upon payment of any applicable fees, shall cause a release to be recorded in the Official Records of Broward County, Florida, evidencing such performance. To the extent that the obligations set forth herein are divisible and attributable to a specific parcel or portion of the PLAT, COUNTY may grant a partial release of this agreement for a specific parcel or portion of the PLAT for which this road impact obligation has been satisfied.
13. APPLICABLE LAW AND VENUE. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Venue for litigation concerning this Agreement shall be in Broward County.

AGREEMENT FOR INSTALLATION OF REQUIRED IMPROVEMENTS RELATING TO
THE AMENDMENT TO THE NON - VEHICULAR ACCESS LINE ON THE MEEKS FARM PLAT

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature; BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair or Vice Chair, authorized to execute same by Board action on the _____ day of _____, 2001, Town of Davie, signing by and through its _____, authorized to execute same by Commission/Council action on the _____ day of _____, 2001, and ELISE M. MEEKS, WILLIAM H. MEEKS AND KATHLEEN M. LENHARDT, through its duly authorized representative to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

County Administrator and Ex-
Officio Clerk of the Board of
County Commissioners of
Broward County, Florida

By _____ Chair
_____ day of _____, 2001.

Approved as to form by
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____
Assistant County Attorney

AGREEMENT FOR INSTALLATION OF REQUIRED IMPROVEMENTS RELATING TO
THE AMENDMENT TO THE NON-VEHICULAR ACCESS LINE ON THE MEEKS FARM PLAT.

CITY

WITNESSES:

TOWN OF DAVIE

By _____
Mayor-Commissioner
____ day of _____, 2001

ATTEST:

Town Clerk

By _____
Town Administrator
____ day of _____, 2001

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Town Attorney

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

The foregoing instrument was acknowledged before me this ____ day of
____, 2001, by Harry Venis, Mayor _____ of
Town of Davie _____ He or she is personally known to me or has
(Municipality)
produced _____ as identification.

(Seal)

NOTARY PUBLIC:

My commission expires:

Print name: _____
Commission No.: _____

EXHIBIT A

(Legal Description for PLAT)

All of Parcel "A" of "MEEKS FARMS", according to the Plat thereof as recorded in Plat Book 161, Page 24 of the Public Records of Broward County, Florida.

Said lands situate, lying and being in the Town of Davie, Broward County, Florida, containing 8.9353 ± acres.

EXHIBIT B

(List of Improvements)

<u>Road Improvement</u>	<u>Completion Date</u>
S.R. 10 The reconstruction of the existing median on University drive at the 50 foot (100 foot shared) opening to prohibit outbound lefts.	Prior to issuance of any C.O.
S.R. 11 A northbound right turn lane on University Drive at the 50 foot (110 foot shared) opening with 235 ft. of storage and 50 ft. of transition.	Prior to issuance of any C.O.
S.R. 12 Signalization improvements 50% of the cost of traffic signal at the intersection of University Drive and the 50 foot (100 foot shared) opening in the amount of \$66,000.00.	Prior to issuance of any C.O.
S.R. 16 Pavement markings and signing.	Prior to issuance of any C.O.

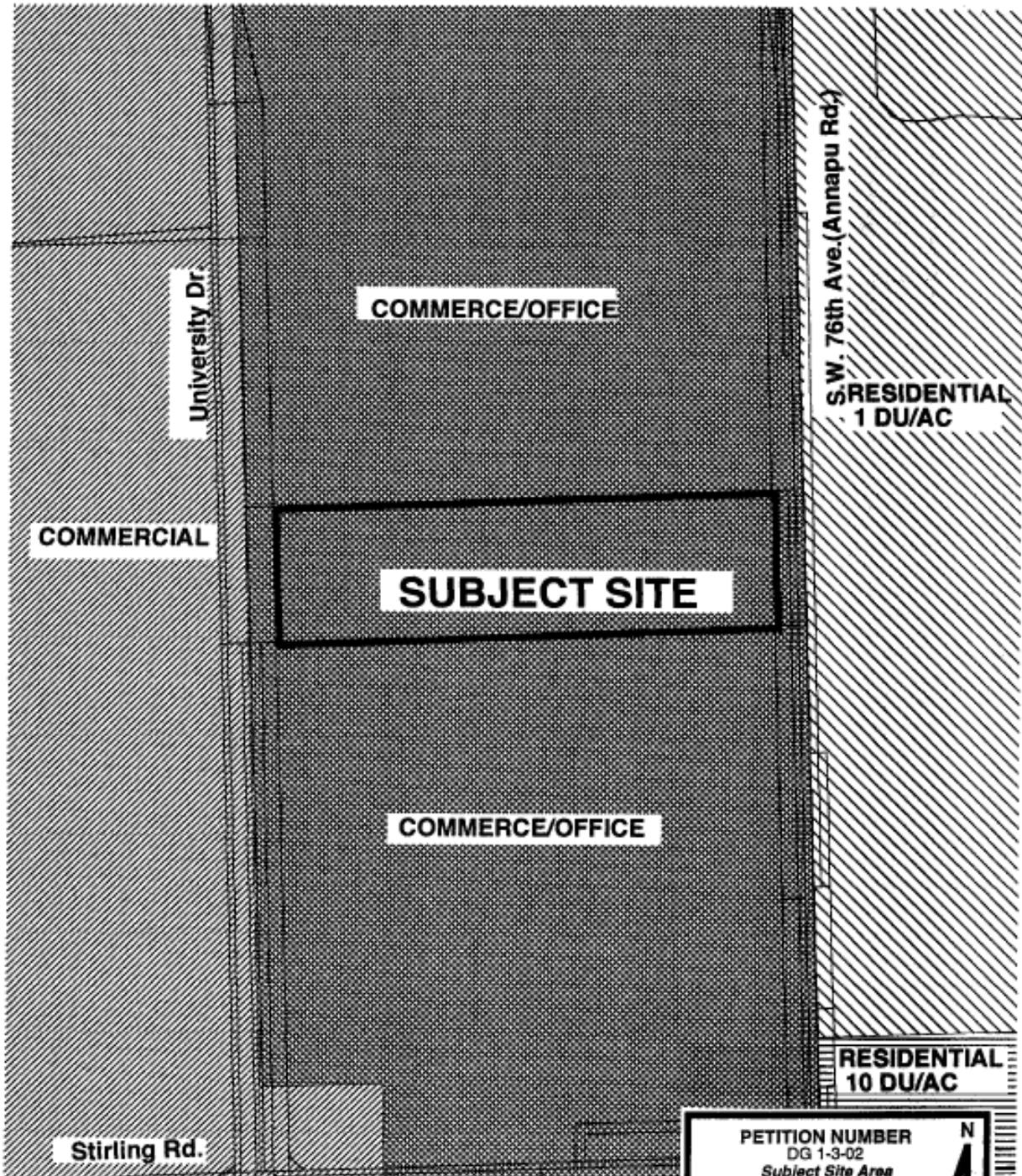
TOURNAL

Jan. 11 2002 10:09AM

YOUR LOGO :AE05F CPA DESIGN 50ILPR00E
YOUR FAX NO. :954 584 2862

NO.	OTHER FACSIMILE	START TIME	USAGE TIME	MODE	PAGES	RESULT
01	954 929 9521	Jan. 09 04:34PM	00'54	RCU	02	OK
02	9227679	Jan. 09 05:00PM	05'06	SND	09	OK
03	6308982	Jan. 09 05:19PM	01'37	SND	01	OK
04	4673356	Jan. 09 05:52PM	01'41	SND	02	OK
05	4766219	Jan. 10 08:48AM	04'02	SND	11	OK
06	011-873-762534821	Jan. 10 09:58AM	00'44	RCU	01	OK
07	4632467	Jan. 10 10:26AM	00'42	SND	00	OTHER FAX NOT RESPOND
08	4632467	Jan. 10 10:27AM	01'11	SND	01	OK
09	4632467	Jan. 10 10:31AM	00'51	RCU	01	OK
10	13055327953	Jan. 10 10:41AM	00'52	SND	01	OK
11	954 430 1254	Jan. 10 10:45AM	02'47	RCU	05	OK
12	011-873-762534821	Jan. 10 10:50AM	00'52	RCU	01	OK
13	<FAX # NOT AVAIL.>	Jan. 10 10:52AM	00'39	RCU	01	OK
14	<FAX # NOT AVAIL.>	Jan. 10 11:17AM	00'38	RCU	01	OK
15	8868524324	Jan. 10 12:09PM	01'13	SND	02	OK
16	7289225	Jan. 10 12:31PM	01'54	SND	06	OK
17	CECIL DABYDEEN F	Jan. 10 12:34PM	01'08	RCU	01	OK
18	7289225	Jan. 10 12:41PM	00'52	SND	02	OK
19	4673356	Jan. 10 01:03PM	00'46	SND	00	OTHER FAX NOT RESPOND
20	4673356	Jan. 10 01:04PM	01'00	SND	01	OK
21	7648622	Jan. 10 01:13PM	00'41	SND	01	OK
22	9549794104	Jan. 10 02:17PM	01'32	RCU	02	OK
23	<FAX # NOT AVAIL.>	Jan. 10 04:00PM	00'47	RCU	00	OTHER FAX NOT RESPOND
24	614 850 1906	Jan. 10 05:03PM	01'43	RCU	04	OK
25	<FAX # NOT AVAIL.>	Jan. 10 05:11PM	00'46	RCU	00	OTHER FAX NOT RESPOND
26	<FAX # NOT AVAIL.>	Jan. 10 06:20PM	00'55	RCU	02	OK
27	0000000	Jan. 10 07:12PM	01'02	RCU	01	OK
28	954	Jan. 11 08:48AM	01'36	RCU	03	OK
29	3652537	Jan. 11 10:00AM	00'41	SND	01	OK
30	<FAX # NOT AVAIL.>	Jan. 11 10:09AM	00'58	RCU	03	OK

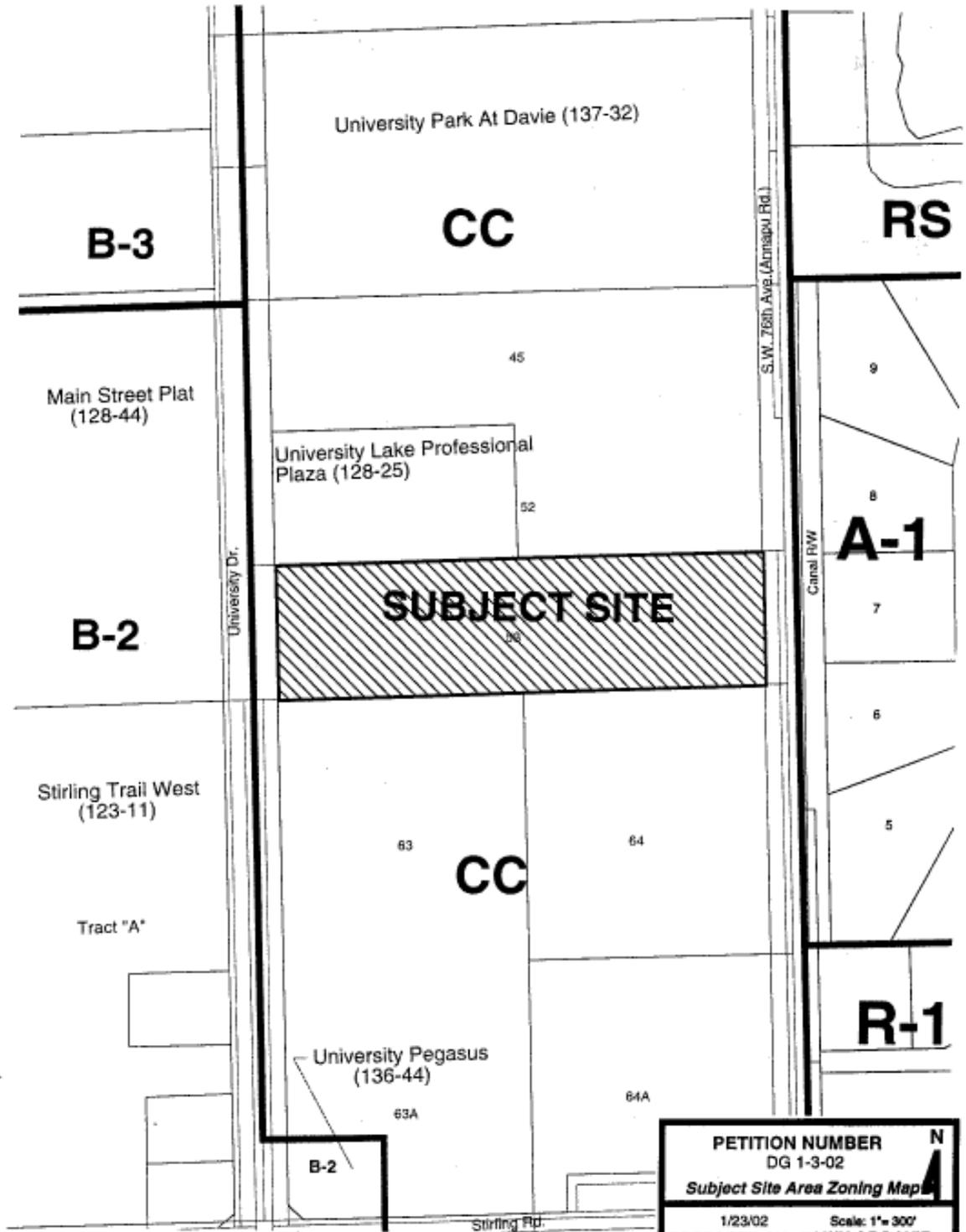
FOR FAX ADVANTAGE ASSISTANCE, PLEASE CALL 1-800-HELP-FAX (435-7329).



PETITION NUMBER
DG 1-3-02
*Subject Site Area
Future Land Use Plan*

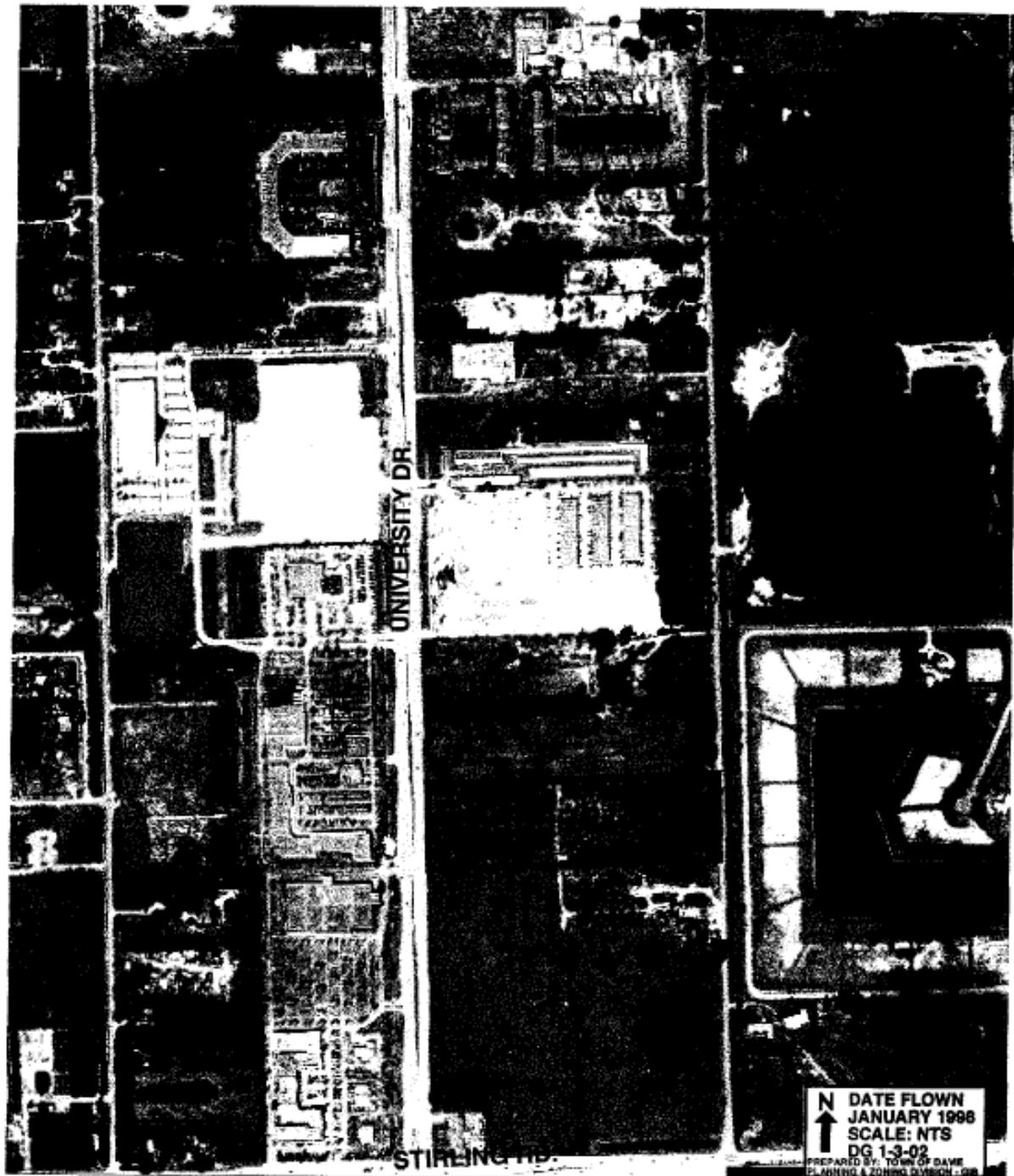
1/23/02 Scale: 1" = 300'
PREPARED BY: TOWN OF DAVIE
PLANNING & ZONING DIVISION - GIS

N



PETITION NUMBER
 DG 1-3-02
Subject Site Area Zoning Map

1/23/02 Scale: 1" = 300'
PREPARED BY: TOWN OF DAVIE
PLANNING & ZONING DIVISION - GIS



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↑
DATE FLOWN
JANUARY 1998
SCALE: NTS
DG 1-3-02
PREPARED BY: TOWN OF DAVIS
PLANNING & ZONING DIVISION, OR