

# TOWN OF DAVIE

## TOWN COUNCIL AGENDA REPORT

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Mark A. Kutney, AICP (797-1101)

**SUBJECT:** Resolution - Plat Agreement

Application No., Project Name and Location:  
DA 6-2-02, South Post Plat - 4200 Shotgun Road

**AFFECTED DISTRICT:** District 4 - Councilmember Judy Paul

### **TITLE OF AGENDA ITEM:**

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR AND TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE, BROWARD COUNTY, AND G.L. HOMES OF DAVIE ASSOCIATES IV, LTD., PROVIDING FOR TRAFFIC SIGNALIZATION IMPROVEMENTS RELATED TO THE SOUTH POST PLAT; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

### **REPORT IN BRIEF:**

On November 15, 2000, Town Council passed Resolution No. 2000-264, approving a boundary plat consisting of 308.315 acres for the development of 308 single family lots. In order to satisfy Broward County's plat requirements, the developer is entering into a developers agreement requiring contribution towards traffic signalization improvements. The Town is party to this Developers Agreement solely for the purpose of issuing a certificate of occupancy. The agreement states that the Town shall not issue a certificate of occupancy on the South Post Plat until the plat is approved and recorded and the improvements specified in the agreement to satisfy Broward County road concurrency requirements are constructed in accordance with said agreement.

**PREVIOUS ACTIONS:** None

**CONCURRENCES:** None

**FISCAL IMPACT:** Not Applicable

**RECOMMENDATION(S):** Motion to approve.

**Attachment(s):** Resolution, Agreements, Plat, Land Use map, Subject Site map, and Aerial.

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

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR AND TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE, BROWARD COUNTY, AND G.L. HOMES OF DAVIE ASSOCIATES IV, LTD., PROVIDING FOR TRAFFIC SIGNALIZATION IMPROVEMENTS RELATED TO THE SOUTH POST PLAT; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, G.L. Homes of Davie Associates IV, Ltd. is proposing to develop properties known as the South Post Plat; and

WHEREAS, Broward County will allow remedial measures to satisfy road concurrency requirements should an agreement be entered into with the Town as a party.

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 Broward County, G.L. Homes of Davie Associates IV, Ltd., and the Town of Davie, whereby the Town of Davie Development Services Department shall not issue any certificates of occupancy until the South Post Plat is approved and recorded and the improvements are constructed in accordance with the Agreement.

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.

Return recorded copy to:

Broward County Engineering Division  
1 North University Drive, Suite 300B  
Plantation, FL 33324-2038

Document prepared by:  
Miller Legg and Associates, Inc.  
Gladys DiGirolamo  
1800 North Douglas Road  
Pembroke Pines, Florida 33024

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**TRAFFIC SIGNALIZATION AGREEMENT**

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

GI Homes of Davie Associates IV, LTD., its successors and assigns, hereinafter referred to as DEVELOPER,

**[AND IF THE PROPERTY IS LOCATED WITHIN A MUNICIPALITY]**

The ~~CITY~~ of TOWN OF DAVIE, a municipal corporation, created and existing under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "CITY."

WHEREAS, Chapter 5, Article IX, Section 5-182(c), Broward County Code of Ordinances, require that access to trafficways be designed to facilitate the safe and efficient movement of vehicles; and

WHEREAS, DEVELOPER'S Project, known as South Post, Development Management Division File No. 17-MP-00, hereinafter referred to as the "Project," a legal description of which is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, the Project was approved by the COUNTY on 12-11-01, 20  , subject to certain conditions which require the installation of traffic signalization, NOW, THEREFORE,

IN CONSIDERATION of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the parties hereby agree as follows:

CAF#456  
01/01/02



1. The above recitals and representations are true and correct and are incorporated herein.

2. TRAFFIC SIGNAL OBLIGATION.

The DEVELOPER shall be responsible for payment to COUNTY of \$ 132,000.00 for the installation costs of a traffic signal(s) at Shotgun Road (SW 154th Avenue) and 100' opening in accordance with the conditions and time frames set forth in this Agreement.

3. FORM OF SECURITY

**PLEASE CHECK THE APPROPRIATE SECTION BELOW**

(a) Lien.

(1) A lien is hereby imposed by the COUNTY against the real property identified in Exhibit "A" in the amount of One Hundred Thirty Two Thousand Dollars (\$ 132,000.00). Such lien shall secure the installation costs of the traffic signal(s) described in paragraph 2 above. 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.

(2) Prior to the DEVELOPER obtaining a building permit for construction of any portion of the Project, 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 One Hundred Thirty Two Thousand Dollars (\$ 132,000.00), 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."

(3) In the event DEVELOPER fails to pay to the COUNTY the sums set forth in paragraph 2 above, COUNTY may recover such outstanding sums from DEVELOPER as are necessary to cause the installation of the traffic signal(s) as set forth in paragraph 2 above. Such sums,

plus costs and attorneys 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 pay for or install the traffic signal(s) as required in paragraph 2 above, 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.

- (4) DEVELOPER shall ensure that the substitute security remains valid and in full force and effect until DEVELOPER'S obligation to pay for or install the traffic signal(s) 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.
- (5) In the event the letter of credit, surety bond or other form of security provided to COUNTY expires, is canceled, or is disaffirmed, COUNTY shall send notice to DEVELOPER, according to the notice provisions of this Agreement, and DEVELOPER shall have thirty (30) days 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 Traffic Signal(s) 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 Project, the Notice of Lien for Required Improvements may be recorded against and apply only to such parcel or portion of the Project.

(b) Other Form of Security.

- ~~(1) Prior to the DEVELOPER obtaining a building permit for construction of any portion of the Project, 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 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) secure the installation costs of the traffic signal(s) described in paragraph 2 above.~~
- ~~(2) In the event DEVELOPER fails to pay to the COUNTY the sums set forth in paragraph 2 above, COUNTY shall be entitled to draw against~~

the security for the amount set forth above, plus costs and interest as set out herein. If COUNTY draws against the security and the amount recovered is less than the amount due, COUNTY may maintain an action against DEVELOPER in a court of competent jurisdiction for the difference between any sums obtained and the amount due, plus costs and interest accrued from the due date at the rate of twelve (12) per cent per annum.

- (3) DEVELOPER shall ensure that the substitute security remains valid and in full force and effect until DEVELOPER'S obligation to pay for or install the traffic signal(s) 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.
- (4) In the event the letter of credit, surety bond or other form of security provided to COUNTY expires, is canceled, or is disaffirmed, COUNTY shall send notice to DEVELOPER, according to the notice provisions of this Agreement, and DEVELOPER shall have thirty (30) days 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 Traffic Signal(s) 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 Project, the Notice of Lien for Required Improvements may be recorded against and apply only to such parcel or portion of the Project.

4. If the property is secured by a lien and is located within a municipality, TOWN agrees not to issue building permits for construction of a principal building within the Project until such time as DEVELOPER provides TOWN with written confirmation from COUNTY that DEVELOPER has complied with paragraph 3(a)(2) of this Agreement. If the property is located within the unincorporated area, COUNTY shall not issue any building permits for construction of a principal building within the Project until such time as DEVELOPER has complied with paragraph 3(c) of this Agreement.
5. If the property is located within a municipality, the parties hereto agree that, except as may otherwise be provided herein, the TOWN is a party to this Agreement solely for the purpose of issuing or withholding the issuance of permits for the construction

of buildings within the property subject to this Agreement and for the purpose of issuing or withholding the issuance of certificates of occupancy for the construction of buildings within the property subject to this Agreement. The parties specifically agree and recognize that nothing in this Agreement is a waiver, specific or otherwise, of the obligation of the DEVELOPER to strictly comply with all the requirements of the TOWN'S land development codes.

6. The DEVELOPER shall notify the COUNTY when the Projected property is built-out, as defined herein. Within two (2) years of DEVELOPER'S written notice of build-out of the Project to the Broward County Traffic Engineering Division, the COUNTY shall conduct studies at the pertinent intersection or location to determine if signalization is warranted under the standards of the United States Department of Transportation Manual on Uniform Traffic Control Devices for Streets and Highways. If the COUNTY determines that the signalization is warranted at the pertinent intersection or location and the signalization is subsequently installed, the DEVELOPER'S total obligation, exclusive of costs and interest as provided herein, shall not exceed the amount stated Paragraph 2 above. At its discretion, COUNTY may conduct the necessary traffic studies prior to DEVELOPER'S notice of build-out. COUNTY shall have three (3) years from DEVELOPER'S notice of build-out to install the traffic signal if warranted. Completion of build-out shall not be deemed to occur until certificates of occupancy have been issued for all buildings which may be constructed within the Project.
7. If the COUNTY determines that the signalization is not needed at the pertinent location or intersection within two (2) years after notice of build-out, or if the COUNTY fails to install the traffic signal within three (3) years after notice of build-out, the DEVELOPER shall be released from its obligations set forth in this Agreement, the COUNTY shall return the security to the DEVELOPER and record a release of this Agreement in the Public Records of Broward County, Florida.
8. RECORDATION. 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 paid and performed.
9. ENFORCEMENT. Nothing herein shall prevent the COUNTY or the TOWN (if applicable) from enforcing the requirements of this Agreement against the owners, successors, or assigns in any part of the Project.
10. 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 Traffic Engineering Division  
2300 W. Commercial Boulevard  
Fort Lauderdale, FL 33309

For the DEVELOPER:

GL Homes of Davie Associates IV, LTD.

1401 University Drive, Suite 200

Coral Springs, Florida 33071

For the TOWN if the property is located within a municipality:

Town of Davie

6591 Orange Drive

Davie, Florida 33314-3399

11. 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 Project, COUNTY may grant a partial release of this agreement for a specific parcel or portion of the Project for which this traffic signalization obligation has been satisfied.
12. VENUE; CHOICE OF LAW. Any controversies or legal issues 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, the venue situs, and shall be governed by the laws of the State of Florida.
13. CHANGES TO FORM AGREEMENT. DEVELOPER represents and warrants that there have been no amendments or revisions whatsoever to the form Agreement



without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.

14. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.
15. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
16. EXHIBITS. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Agreement or attached hereto shall control all printed provisions in conflict therewith.
17. FURTHER ASSURANCES. The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
18. ASSIGNMENT AND ASSUMPTION. DEVELOPER may assign all or any portion of its obligations pursuant to this Agreement to a grantee of the fee title to all or any portion of the property described in Exhibit "A." DEVELOPER agrees that any assignment shall contain a provision which clearly states that such assignment is subject to the obligations of this Agreement.
19. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the parties to this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties 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 \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_, signing by and through its \_\_\_\_\_, duly authorized to execute same and if applicable the CITY of \_\_\_\_\_, signing by and through its \_\_\_\_\_, duly authorized 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 \_\_\_\_\_, 20\_\_

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

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





**DEVELOPER-CORPORATION/PARTNERSHIP**

GL HOMES OF DAVIE ASSOCIATES IV, LTD.,  
a Florida Limited Partnership

Witnesses (if partnership):

Kenn Rattner  
(Signature)  
Print name: Kenn Rattner

Maya Ezrati  
(Signature)  
Print name: Maya Ezrati

Name of Developer (corporation/partnership)  
BY: GL Homes of Davie IV Corporation, General Partner  
By [Signature], V.P.  
(Signature)  
Print name: Alan Fant  
Title: Vice President  
Address: 1401 University Drive, Suite 200  
Coral Springs, Florida 33071

14 day of May, 2002

ATTEST (if corporation):

[Signature] (CORPORATE SEAL)  
(Secretary Signature)  
Print Name of Secretary: Paul Connor

**ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP**

STATE OF Florida )  
                                  ) ss.  
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 14 day of May, 2002, by ALAN FANT, as VICE PRESIDENT of GL HOMES OF DAVIE IV CORPORATION, a FLORIDA corporation/partnership, on behalf of the corporation/ partnership. He or she is:  
 personally known to me, or  
 produced identification. Type of identification produced \_\_\_\_\_

(Seal)

My commission expires:

NOTARY PUBLIC:

Kathleen M Coffman  
Print name:



CAF#456  
01/01/02



**MORTGAGEE-CORPORATION/PARTNERSHIP**

Mortgagee, being the holder of a mortgage relating to the parcel(s) described in Exhibit "A" hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Agreement.

Witnesses (if partnership):

[Signature]  
(Signature)  
Print name: TRINIA L FERRO  
[Signature]  
(Signature)  
Print name: JILL RYAN

BankAtlantic, A Federal Savings Bank  
Name of Mortgagee (corporation/partnership)

By [Signature]  
(Signature)  
Print name: Christopher C. Hynes  
Title: Vice President  
Address: 6100 Glades Road  
Boca Raton, Florida 33434  
16<sup>th</sup> day of May, 2002

ATTEST (if corporation):

[Signature] (CORPORATE SEAL)  
ASSY. (Secretary Signature)  
Print Name of Secretary: LINDA M. DRAPIS

**ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP**

STATE OF Florida )  
COUNTY OF Palm Beach ) SS.

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of May, 2002, by Christopher C. Hynes, as SVP of BankAtlantic, a \_\_\_\_\_ corporation/partnership, on behalf of the corporation/ partnership. He or she is:  
 personally known to me, or  
 produced identification. Type of identification produced \_\_\_\_\_

NOTARY PUBLIC:

(Seal)

My commission expires:

[Signature]  
Print name: Jenice Daniels

CAF#456  
01/01/02



Jenice Daniels  
MY COMMISSION # CC758195 EXPIRES  
October 1, 2004  
BCHCED INDUSTRY FARM INSURANCE, INC.



TOWN  
(If Property is located within a City)

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
TOWN Clerk

TOWN of DAVIE

By \_\_\_\_\_  
Mayor-Commissioner

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

By \_\_\_\_\_  
TOWN MANAGER

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

APPROVED AS TO FORM:

By \_\_\_\_\_  
TOWN ATTORNEY



EXHIBIT 'A'

LEGAL DESCRIPTION:

A PORTION OF SECTIONS 21 AND 28, TOWNSHIP 50 SOUTH, RANGE 40 EAST, BROWARD COUNTY, FLORIDA, INCLUDING ALL OF TRACTS 49 THROUGH 56, PORTIONS OF TRACTS 57 THROUGH 64 AND PORTIONS OF THE 15 FOOT ROAD RIGHTS OF WAY ADJOINING SAID TRACTS IN SAID SECTION 21 OF FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 17 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 28, (BEARING BASIS) SOUTH 01°44'53" EAST 2641.07 FEET TO THE EAST QUARTER (E 1/4) CORNER OF SAID SECTION 28; THENCE ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER (NE 1/4), SOUTH 89°49'30" WEST 2041.71 FEET TO THE NORTHEASTERLY BOUNDARY OF SHOTGUN ROAD REALIGNMENT AS RECORDED IN OFFICIAL RECORD BOOK 9527, PAGE 976 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ALONG SAID NORTHEASTERLY BOUNDARY THE FOLLOWING THREE (3) COURSES: (1) NORTH 56°32'42" WEST 69.26 FEET TO A POINT OF CURVATURE OF A 2365.23 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; (2) NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°47'46" AN ARC DISTANCE OF 528.24 FEET TO A POINT OF COMPOUND CURVATURE OF A 270.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; (3) NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°03'31" AN ARC DISTANCE OF 198.20 FEET TO A POINT OF TANGENCY ON THE EAST RIGHT OF WAY LINE OF SHOTGUN ROAD AS DESCRIBED IN OFFICIAL RECORD BOOK 4940, PAGE 626 OF SAID PUBLIC RECORDS OF BROWARD COUNTY; THENCE ALONG SAID EAST RIGHT OF WAY LINE, NORTH 01°41'25" WEST 2089.74 FEET TO A POINT 1.19 FEET NORTH OF THE NORTH LINE OF SAID SECTION 28; THENCE CONTINUE ALONG SAID EAST RIGHT OF WAY LINE, NORTH 00°10'35" WEST 2642.58 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 21; THENCE ALONG SAID NORTH LINE, NORTH 89°58'08" EAST 2564.70 FEET TO THE EAST QUARTER (E 1/4) CORNER OF SAID SECTION 21; THENCE ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER (SE 1/4), SOUTH 00°04'35" EAST 2641.44 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA AND CONTAINING 13,430,508 SQUARE FEET (308.322 ACRES) MORE OR LESS.









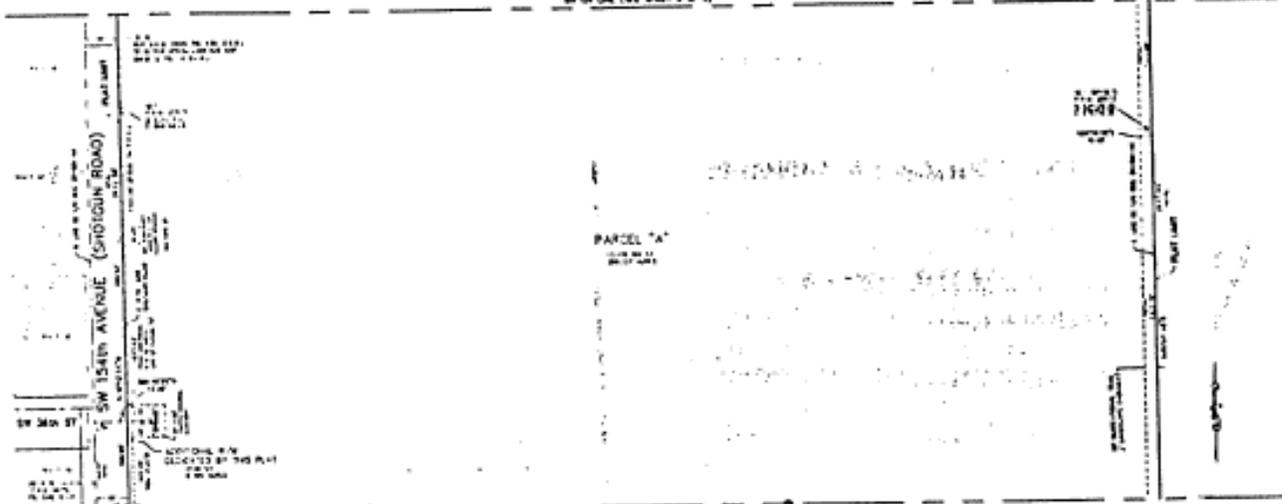
# SOUTH POST

SHEET 3 OF 4

A PORTION OF SECTION 27, TOWNSHIP 28 NORTH, RANGE 28 WEST, COUNTY OF BROWARD, FLORIDA, AND A PORTION OF SECTION 28, TOWNSHIP 28 NORTH, RANGE 28 WEST, COUNTY OF BROWARD, FLORIDA, BEING PART OF THE LANDS OWNED BY THE SOUTH POST TRACT, INC., A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA, AND THE LANDS OWNED BY THE SOUTH POST TRACT, INC., A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA, AND THE LANDS OWNED BY THE SOUTH POST TRACT, INC., A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA, AND THE LANDS OWNED BY THE SOUTH POST TRACT, INC., A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA.

TOWN OF CAVE, BROWARD COUNTY, FLORIDA

SOUTH LINE (SEE SHEET 4 OF 4)

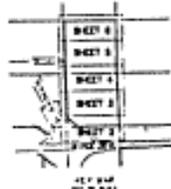


**PLAT NOTES**

1. THE LANDS SHOWN ON THIS PLAT ARE PART OF THE SOUTH POST TRACT, INC., A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA, AND THE LANDS OWNED BY THE SOUTH POST TRACT, INC., A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA, AND THE LANDS OWNED BY THE SOUTH POST TRACT, INC., A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA, AND THE LANDS OWNED BY THE SOUTH POST TRACT, INC., A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA.

**PLAT NOTES CONTINUED**

2. THE LANDS SHOWN ON THIS PLAT ARE PART OF THE SOUTH POST TRACT, INC., A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA, AND THE LANDS OWNED BY THE SOUTH POST TRACT, INC., A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA, AND THE LANDS OWNED BY THE SOUTH POST TRACT, INC., A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA, AND THE LANDS OWNED BY THE SOUTH POST TRACT, INC., A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA.



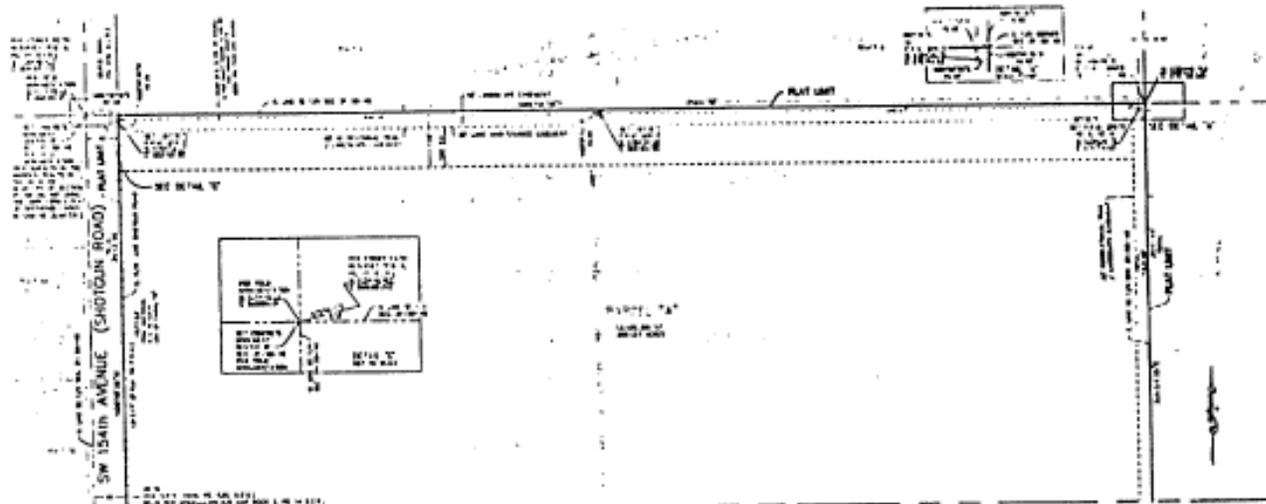
- 1. THE LANDS SHOWN ON THIS PLAT ARE PART OF THE SOUTH POST TRACT, INC., A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA, AND THE LANDS OWNED BY THE SOUTH POST TRACT, INC., A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA, AND THE LANDS OWNED BY THE SOUTH POST TRACT, INC., A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA, AND THE LANDS OWNED BY THE SOUTH POST TRACT, INC., A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA.
- 2. THE LANDS SHOWN ON THIS PLAT ARE PART OF THE SOUTH POST TRACT, INC., A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA, AND THE LANDS OWNED BY THE SOUTH POST TRACT, INC., A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA, AND THE LANDS OWNED BY THE SOUTH POST TRACT, INC., A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA, AND THE LANDS OWNED BY THE SOUTH POST TRACT, INC., A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA.

Jan 21, 2008

# SOUTH POST

SHEET 6 OF 6

A PORTION OF SECTION 27, TOWNSHIP 36 SOUTH, RANGE 48 WEST, BROWARD COUNTY, FLORIDA, AND A  
 PORTION OF A PORTION OF SECTION 28, TOWNSHIP 36 SOUTH, RANGE 48 WEST, INCLUDING ALL OF  
 TRACTS 10 THROUGH 16 AND PORTIONS OF TRACTS 17 THROUGH 23 IN SANITATION DISTRICT NO. 1, TRACTS  
 10 THROUGH 16, SECTION 27, TOWNSHIP 36 SOUTH, RANGE 48 WEST, BROWARD COUNTY, FLORIDA.  
 TOWN OF DADE, BROWARD COUNTY, FLORIDA



**PLAT NOTES**

1. THE PLAT IS SUBJECT TO ALL RECORDS AND INSTRUMENTS ON FILE IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND TO ALL RECORDS AND INSTRUMENTS ON FILE IN THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, AND TO ALL RECORDS AND INSTRUMENTS ON FILE IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND TO ALL RECORDS AND INSTRUMENTS ON FILE IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND TO ALL RECORDS AND INSTRUMENTS ON FILE IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

**PLAT NOTES CONTINUED**

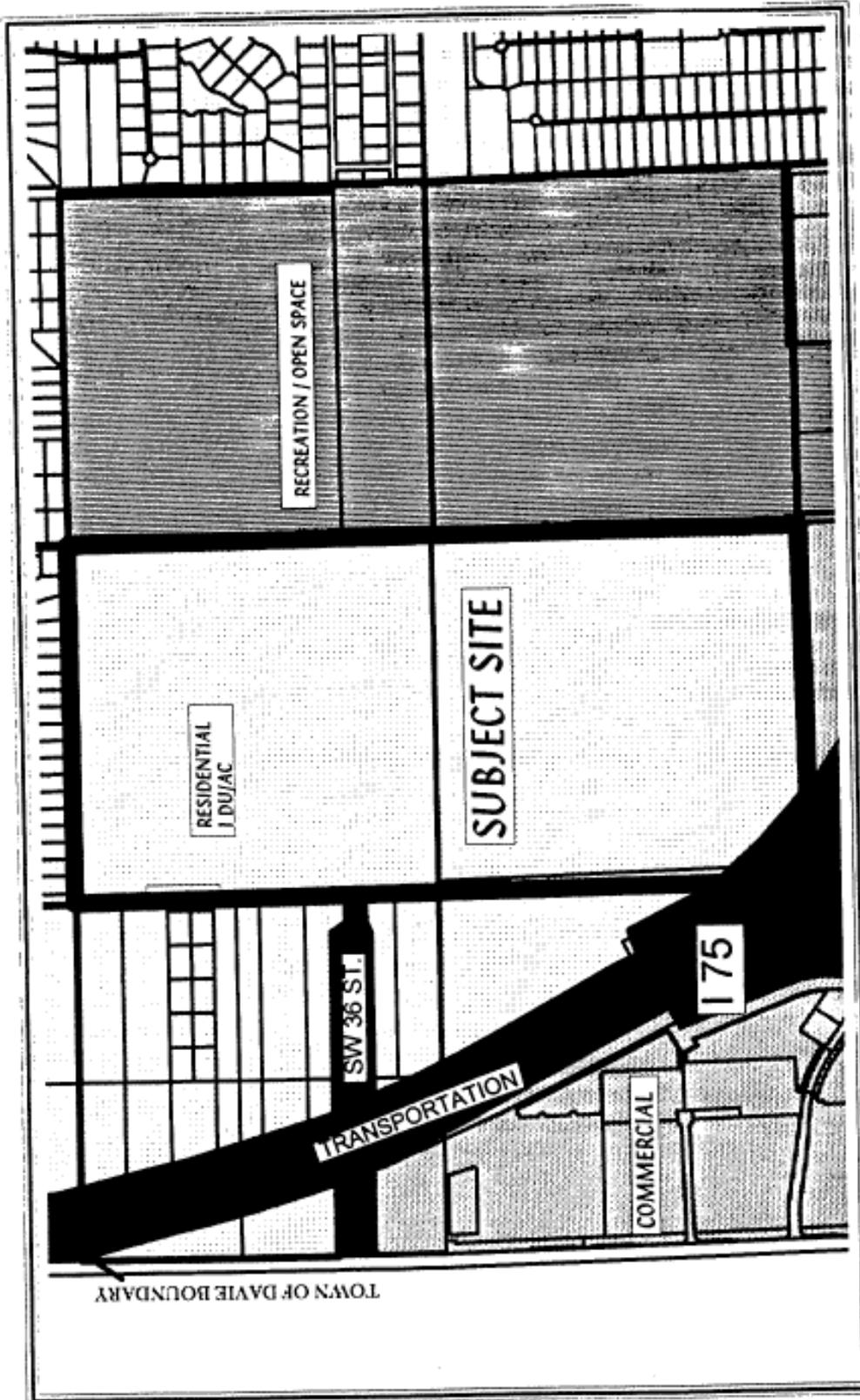
2. THE PLAT IS SUBJECT TO ALL RECORDS AND INSTRUMENTS ON FILE IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND TO ALL RECORDS AND INSTRUMENTS ON FILE IN THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, AND TO ALL RECORDS AND INSTRUMENTS ON FILE IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND TO ALL RECORDS AND INSTRUMENTS ON FILE IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.



**MULLER**  
**LAND**  
 SURVEYORS  
 1000 N. W. 10th St.  
 Ft. Lauderdale, Fla. 33304  
 Phone: 561-551-1111

- LEGEND**
- 1. PLAT 1001
  - 2. PLAT 1002
  - 3. PLAT 1003
  - 4. PLAT 1004
  - 5. PLAT 1005
  - 6. PLAT 1006
  - 7. PLAT 1007
  - 8. PLAT 1008
  - 9. PLAT 1009
  - 10. PLAT 1010
  - 11. PLAT 1011
  - 12. PLAT 1012
  - 13. PLAT 1013
  - 14. PLAT 1014
  - 15. PLAT 1015
  - 16. PLAT 1016
  - 17. PLAT 1017
  - 18. PLAT 1018
  - 19. PLAT 1019
  - 20. PLAT 1020

Jan 10, 2000



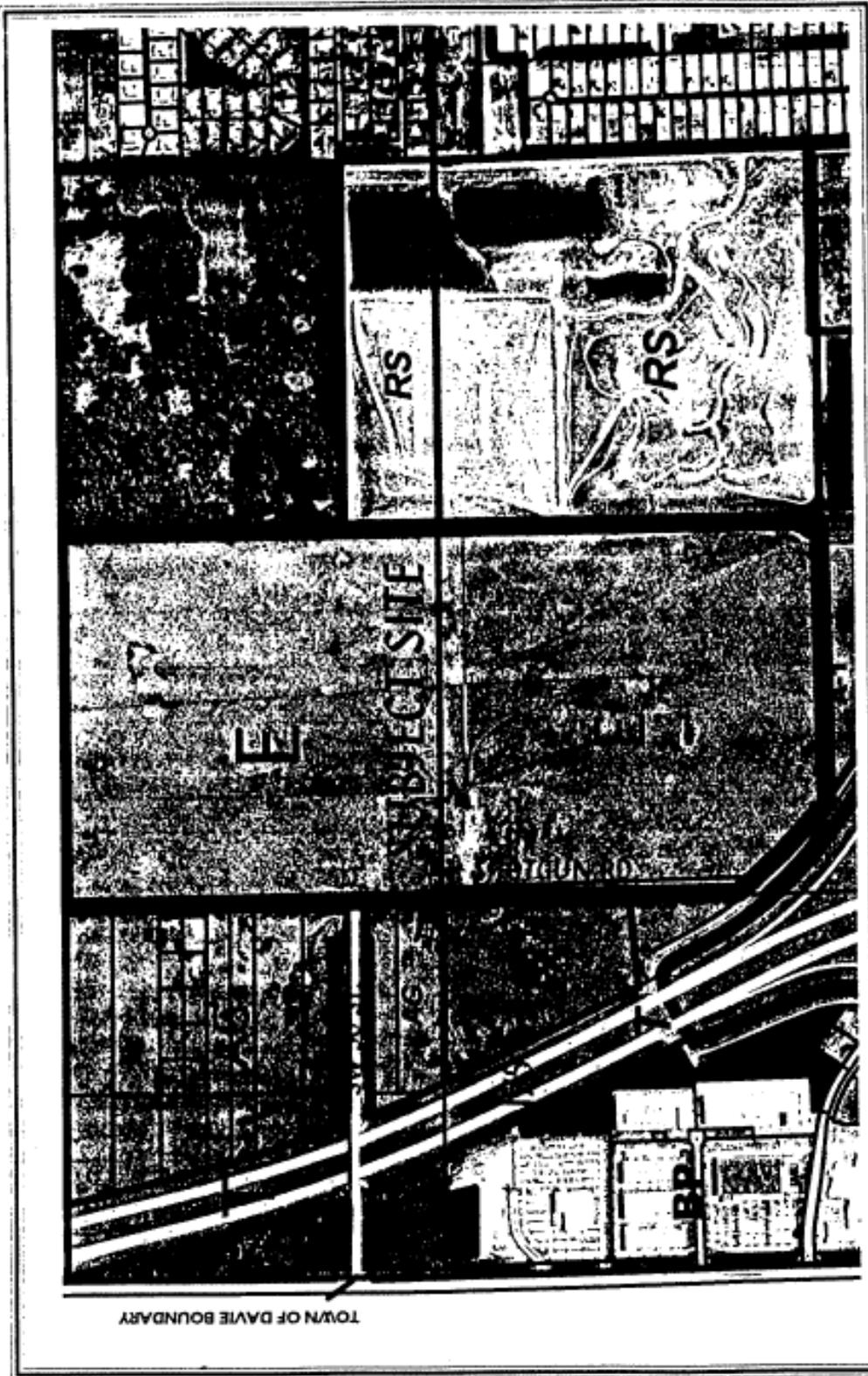
**PETITION NUMBER: DA 6-2-02**  
**FUTURE LAND USE MAP**  
 Date: Flown: January, 2001  
 Scale: 1"= 900'  
 Planning & Zoning Division - GIS  
 Prepared 6/21/02



The logo of the Town of Davie, Florida, is circular with the text 'TOWN OF DAVIE' at the top and 'FLORIDA' at the bottom. The center features a stylized figure of a person on a horse.

N  0 900 Feet

A north arrow pointing upwards, with the letter 'N' to its left. Below it is a scale bar with markings at 0 and 900 feet.



TOWN OF DAVIE BOUNDARY

PETITION NUMBER: DA 6-2-02

Zoning and Aerial Map  
 Date: Flown: January, 2001  
 Scale: 1"= 900'  
 Planning & Zoning Division - GIS  
 Prepared 6/21/02

