

**TOWN OF DAVIE  
TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Mark Kutney, AICP, Development Services Director/(954) 797-1101  
Prepared by Roberta Moore, Planner I

**SUBJECT:** Resolution - Developers Agreement  
DA 5-3-03 University Parc, 7085 Nova Drive and 2200 SW 71 Terrace/  
Generally located on the northeast corner of Nova Drive and SW 71  
Terrace.

**AFFECTED DISTRICT:** District 2

**TITLE OF AGENDA ITEM:**

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, BROWARD COUNTY, AND UNIVERSITY PARC, FOR A PASSIVE PARK; PROVIDING FOR RESTRICTIONS TO SATISFY CONCURRENCY REQUIREMENTS; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

**REPORT IN BRIEF:** On July 19, 2000, Town Council passed Resolution R-2000-172, approving a subdivision plat consisting of 9.786 acres for the development of 94 multi-family units on Parcel "A" and 140,000 square feet of industrial use with 1,200 square feet watchman's quarters on Parcel "B". The restrictive note on the plat was amended by Resolution R-2003-025 to limit the plat to restrict to 94 garden apartments, consisting of 70 three bedroom units and 24 two bedroom units, on Parcel A; and a passive park on Parcel B.

The Town is party to this Developers Agreement for the purpose of reflecting the amendment to the notation on the face of the Plat indicating the Town owned passive park.

**PREVIOUS ACTIONS:** None

**CONCURRENCES:** None

**FISCAL IMPACT:** None

**RECOMMENDATION:** Staff finds the subject application complete and suitable for transmittal to Town Council for further consideration.

**Attachments:** Resolution, Agreement for Amendment of Notation on Plat, Agent of Record Signature Page, 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, BROWARD COUNTY, AND UNIVERSITY PARC, FOR A PASSIVE PARK; PROVIDING FOR RESTRICTIONS TO SATISFY CONCURRENCY REQUIREMENTS; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, University Parc proposes to develop properties known as the University Parc Plat; and

WHEREAS, Broward County requires restrictions to satisfy concurrency requirements related to the University Parc Plat.

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, University Parc, and the Town of Davie, for the purpose of reflecting the amendment to the notation on the face of the Plat indicating the passive park.

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 \_\_\_\_\_, 2003.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

Attest:

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2003.



Return recorded copy to:

Development Management Division  
115 S. Andrews Avenue, A240  
Fort Lauderdale, FL 33301

Document prepared by:  
David E. Rohal, P.S.M.  
CCL Consultants, Inc.  
2200 Park Central Blvd., North, Suite 100  
Pompano Beach, FL 33064

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**AGREEMENT FOR AMENDMENT  
OF NOTATION ON PLAT**

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

The 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 "TOWN."

WHEREAS, TOWN OF DAVIE is the owner of property shown on the University Parc Plat, Plat No./Clerk's File No. 003-MP-00, hereinafter referred to as "PLAT," which PLAT or delegation request was approved by the Board of County Commissioners of Broward County on June 19, 2001; and

WHEREAS, a description of the platted area is attached hereto as Exhibit "A" and made a part hereof, and

WHEREAS, TOWN has determined there exists a need for an amendment to the Notation on the face of said PLAT; and

WHEREAS, the COUNTY has no objection to amending the notation and the Board of County Commissioners approved such an amendment at its meeting of April 29, 2003;

NOW, THEREFORE, in consideration of the mutual terms, conditions and promises hereinafter set forth, the COUNTY and TOWN agree as follows:

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

2. COUNTY and TOWN hereby agree that the notation shown on the face of the PLAT is hereby amended as set forth within Exhibit "B."
3. 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, Development Management Division of Broward County  
115 South Andrews Avenue, Room A240  
Fort Lauderdale, FL 33301

For the TOWN:

Davie Town Administrator

6591 Orange Drive

Davie, FL 33314

4. RECORDATION. This Agreement shall be recorded in the Public Records of Broward County Florida, at the TOWN's expense. The benefits and obligations contained in this Agreement shall inure to grantees, successors, heirs, and assigns who have an interest in the PLAT.
5. 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 sitis, and shall be governed by the laws of the State of Florida.
6. NOTATIONS. All other notations on the face of the above referenced PLAT not amended by this Agreement shall remain in full force and effect.
7. CHANGES TO FORM AGREEMENT. TOWN 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.

8. 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.
9. 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.
10. 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.
11. 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.
12. ASSIGNMENT AND ASSUMPTION. TOWN 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." TOWN agrees that any assignment shall contain a provision which clearly states that such assignment is subject to the obligations of this Agreement.
13. 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 COUNTY and TOWN.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the COUNTY and TOWN have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its Board of County Commissioners, acting by and through its Mayor or Vice Mayor, authorized to execute same; and TOWN, signing by and through its   MAYOR  , 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 \_\_\_\_\_  
Mayor

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

Approved as to form by  
Office of County Attorney  
Broward County, Florida  
Government 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\_\_

TOWN

WITNESSES:

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

ATTEST:

\_\_\_\_\_  
Town Clerk

TOWN of DAVIE

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

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

By \_\_\_\_\_  
Town Administrator

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

APPROVED AS TO FORM:

By \_\_\_\_\_  
Town Attorney

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**Parcel B, UNIVERSITY PARC, according to the plat thereof, as recorded in Plat Book 170, Pages 95 and 96, of the Public Records of Broward County, Florida.**

K:\4061\Admin\PLATTING\Agreement.wpd

CAF#358  
01/01/02

**EXHIBIT "B"**

**AMENDMENT TO NOTATION ON PLAT**

The existing notation shown on the face of the PLAT clarifying and limiting the use of the platted property is amended from:

**This plat is restricted to 94 garden apartments on Parcel A and 139,800 square feet of industrial, including a watchman's quarters, (equivalent to 95 garden apartments and 138,600 square feet of industrial) on Parcel B.**

The notation shown on the face of the PLAT clarifying and limiting the use of the platted property is amended to:

**This plat is restricted to 94 garden apartments, consisting of 70 three bedroom units and 24 two bedroom units, on Parcel A; and a passive park on Parcel B.**

**This plat was approved for development under the Transfer of Committed TRIPS provision of Chapter 5, Article IX, of the Broward County Code of Ordinances. Such approval requires that a building permit for a principal building shall be issued on or before June 19, 2004, which date is three (3) years from the date of approval of the plat by the Broward County Board of County Commissioners. In the event no permit is issued by the above date, the County's finding of adequacy of the regional network shall expire and no building permits shall be issued.**

**EXHIBIT "B" - CONTINUED**

**PLEASE CHECK THE APPROPRIATE BOX OR BOXES.**

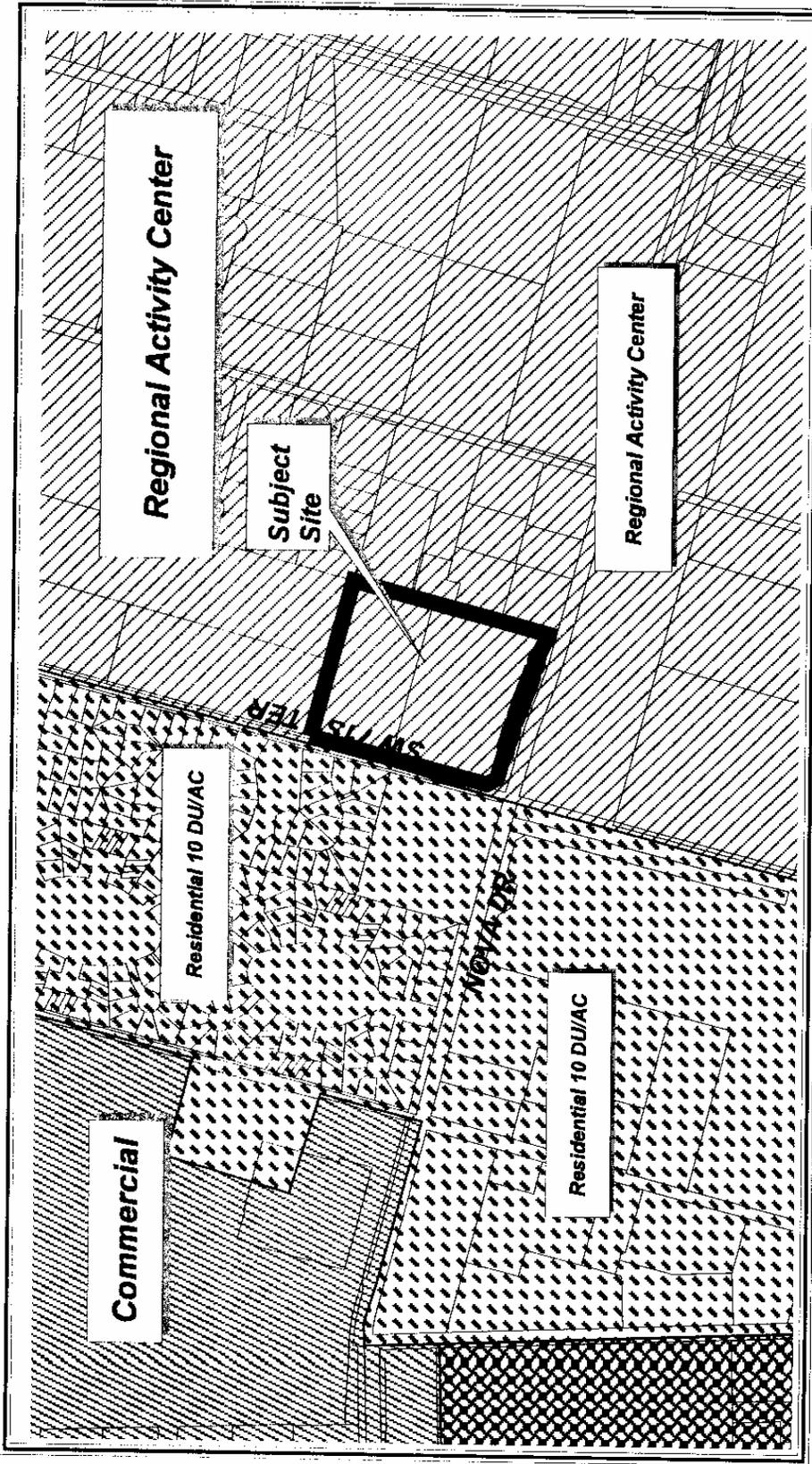
- [X] Expiration of Finding of Adequacy for Plat without an Expiration of a Finding of Adequacy notation or the Finding of Adequacy has expired.**

If a building permit for a principal building (excluding dry models, sales and construction offices) is not issued by June 19, 2006, which date is five (5) years from the date of approval of this note amendment by Broward County, then the County's finding of adequacy shall expire and no additional building permits shall be issued for the amended uses until such time as Broward County makes a subsequent finding that the application satisfies the adequacy requirements set forth within the Broward County Land Development Code. The owner of the property shall be responsible for providing evidence to Broward County from the appropriate governmental entity, documenting compliance with this requirement within the above referenced time frame; **and/or**

If construction of project water lines, sewer lines, drainage, and the rock base for internal roads are not installed by June 19, 2006 which date is five (5) years from the date of approval of the application by Broward County, then the County's finding of adequacy shall expire and no additional building permits shall be issued until such time as Broward County shall make a subsequent finding that the application satisfies the adequacy requirements set forth within this Article. This requirement may be satisfied for a phase of the project, provided a phasing plan has been approved by Broward County. The owner of the property or the agent of the owner shall be responsible for providing evidence to Broward County from the appropriate governmental entity, documenting compliance with this requirement within the above referenced time frame.

- [X] Air Navigation Hazards.**

Any structure within this Plat shall comply with Section IV D 1. f., Development Review Requirements of the Broward County Comprehensive Plan regarding hazards to air navigation.



Date Flown:  
12/31/00



800 0 800 Feet

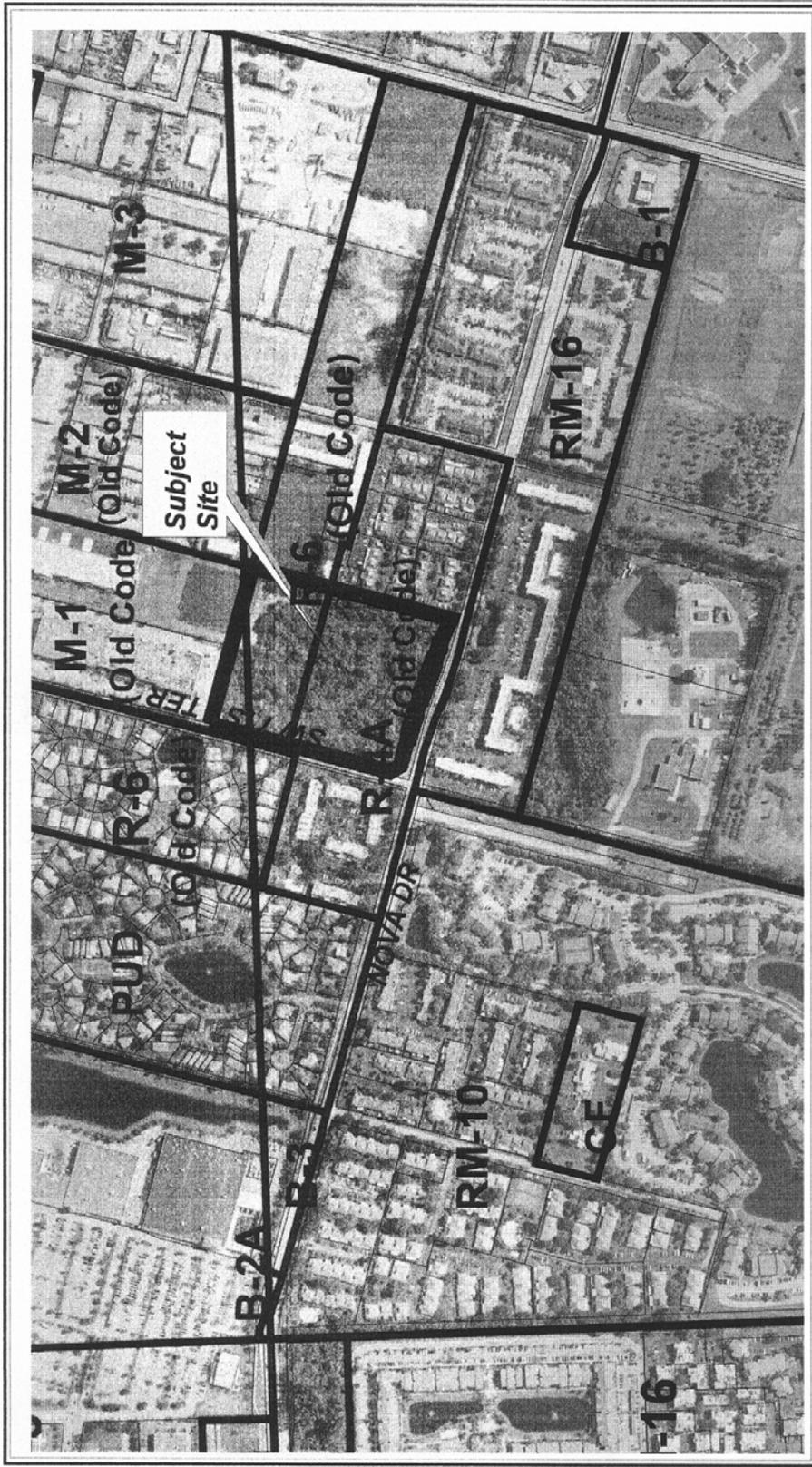
Planning & Zoning Division - GIS



# DEVELOPERS AGREEMENT

DA 5-3-03  
Future Land Use Map

Prepared By: rkm  
Date Prepared: 6/17/03



Date Flown:  
12/31/00



500 0 500 1000 Feet



Planning & Zoning Division - GIS



# DEVELOPERS AGREEMENT

## DA 5-3-03

### Zoning and Aerial Map

Prepared By: rkm  
Date Prepared: 6/17/03