

**TOWN OF DAVIE  
TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

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

**PREPARED BY:** Christopher M. Gratz, Planner II

**SUBJECT:** Developer's Agreement, DA 9-1-04 Lakeside Village at Davie, 6990 Griffin Road/Generally located on Griffin Road, east of SW 70 Avenue (Viele Road).

**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 LAKESIDE VILLAGE AT DAVIE, LLC., FOR THE INSTALLATION OF IMPROVEMENTS TO SATISFY TRAFFIC CONCURRENCY RELATING TO THE LAKESIDE VILLAGE AT DAVIE PLAT; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

**REPORT IN BRIEF:** The applicant's request is for the Town Council to authorize the Mayor and Town Administrator to enter into a Regional Road Concurrency Agreement for the installation improvements to satisfy traffic concurrency for the Lakeside Village at Davie Plat. The plat, P 2-2-04 Lakeside Village at Davie is being considered concurrently, at the October 20, 2004, Town Council meeting. When Broward County evaluated the plat request it was determined that improvements are needed to satisfy concurrency requirements for the regional transportation network. Specifically, the owner is required to pay \$25,000 to Broward County for video detection equipment at the intersection of Davie Road and SW 39 Street, and \$2,760, pursuant to a Joint Participation Agreement between Broward County and the Florida Department of Transportation, for the installation of a third westbound through lane from University Drive to SW 82 Avenue.

The Town is a party to the agreement because Broward County requires that the Town of Davie not issue a certificate of occupancy for any development within the plat until the Town receives confirmation from the County that the payment required for the improvements to satisfy concurrency on the regional road network has been received. Staff has no objection to the request.

**PREVIOUS ACTIONS:** None

**CONCURRENCES:** N/A

**FISCAL IMPACT:** N/A

**RECOMMENDATION(S):**

**Attachment(s):** Resolution, Agreement, Future Land Use Plan 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 LAKESIDE VILLAGE AT DAVIE, LLC., FOR THE INSTALLATION OF IMPROVEMENTS TO SATISFY TRAFFIC CONCURRENCY RELATING TO THE LAKESIDE VILLAGE AT DAVIE PLAT; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the proposed plat to be known as Lakeside Village at Davie was approved by the Town Council of the Town of Davie on October 20, 2004;

WHEREAS, Broward County requires improvements to satisfy concurrency on the regional road network;

WHEREAS, Broward County requires that the Town of Davie not issue a certificate of occupancy on said plat until the Town receives confirmation from the County that the payment required for the improvements to satisfy concurrency on the regional road network has been received.

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."

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 \_\_\_\_\_, 2004.

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

Attest:

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

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2004.

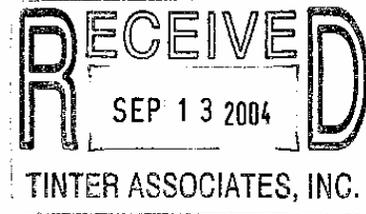


DA 9.1-04  
04-429

Department of Planning and Environmental Protection -- Development Management Division  
Government Center Annex - 115 S. Andrews Avenue, Room A240 • Fort Lauderdale, Florida 33301 • 954-357-6666 • FAX 954-357-6521

September 9, 2004

Mr. Dennis J. Miller  
Senior Associate  
Tinter Associates, Inc.  
3303 West Commercial Boulevard, Suite 201  
Fort Lauderdale, Florida 33309



RE: Lakeside At Davie Plat (011-MP-04)  
Traffic Concurrency Analysis  
Tinter Associates Project No. 03-2082.A

Dear Mr. Miller:

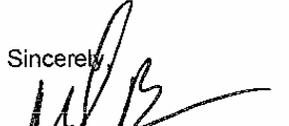
This is in response to your August 30, 2004, request to mitigate the traffic concurrency impacts of the Lakeside At Davie Plat on both Davie Road and Orange Drive by paying for the installation of video detection equipment at the intersection of Davie Road and Southwest 39 Street, and to mitigate the impact on Stirling Road by paying FDOT for a portion of the Department's project to improve the intersection of Stirling Road and University Drive, including the construction of a third westbound through lane.

The Action Plan Review Committee concurs with these improvements. Attached is a Traffic Concurrency Agreement which commits the developer to paying \$25,000 to the County for the video detection improvement, and paying FDOT \$2,760 for the intersection improvement. The agreement requires these payments to be made prior to the recordation of the plat, so that no security is required.

Please have the agreement completed, and then executed by the property owner(s) and the Town of Davie. The agreement can be submitted with your written authorization to proceed, together with a current title opinion and a check in the amount of \$290.00 (agreement review fee), for approval by the County along with the plat.

If you have any questions in regard to this response, please advise.

Sincerely,

  
Martin Berger  
Planning Section Manager

Attachment

Return recorded document to:

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

Document prepared by:

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**REGIONAL ROAD CONCURRENCY AGREEMENT  
RELATING TO THE LAKESIDE AT DAVIE PLAT (011-MP-04)**

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

LAKESIDE VILLAGE OF DAVIE, LLC, its successors and assigns, hereinafter referred to as "DEVELOPER",

AND

The Town of DAVIE, a municipal corporation created and existing under the laws of the State of Florida, hereinafter referred to as "TOWN"

WHEREAS, Chapter 5, Article IX, Broward County Code of Ordinances, requires that the regional transportation network be adequate to serve the reasonably projected needs of proposed developments; and

WHEREAS, Chapter 5, Article IX, Broward County Code of Ordinances, more specifically requires that an application for a development permit satisfy concurrency requirements for impact areas; and

WHEREAS, DEVELOPER has applied for approval of or an amendment to the Lakeside At Davie Plat (011-MP-04), hereinafter referred to as "PLAT," more particularly described in Exhibits "A" attached hereto and made a part hereof; and

WHEREAS, on August 24, 2004, the Broward County Development Management Division issued a revised Notification of Failure to Satisfy Broward County Concurrency Standards for the regional transportation network, finding that the application for approval of an amendment to the PLAT did not satisfy the impact area concurrency standards for the regional road network as stated in the Broward County Land Development Code ("CODE"); and

WHEREAS, the COUNTY has undertaken a countywide project to install video detection equipment at signalized intersections, hereinafter referred to as "Video Project"; and

WHEREAS, DEVELOPER has agreed to pay to COUNTY the sum of \$25,000 which is the cost of installing video detection equipment, as described in Exhibit "B" attached hereto, at the intersection of Davie Road and Southwest 39 Street; and

WHEREAS, the Florida Department of Transportation (FDOT) has undertaken a project to improve the intersection of University Drive and Stirling Road, hereinafter referred to as "FDOT Project;" and

WHEREAS, DEVELOPER has agreed to pay FDOT the sum of \$2,760.00 which is DEVELOPER's proportionate share cost of the FDOT Project required to mitigate a portion of the impacts of the PLAT; and

WHEREAS, the Broward County Development Management Division has approved these remedial measures and finds that its concurrency requirements for the PLAT will be met with the execution of, and compliance with, the terms of this Agreement by DEVELOPER; NOW, THEREFORE,

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

1. The above recitals and representations are true and correct and are incorporated herein.
2. Construction of Improvements.
  - (a) DEVELOPER agrees to pay \$25,000.00 to COUNTY which represents COUNTY's cost of the IMPROVEMENT(S) described in Exhibit "B," hereinafter referred to as "the Improvements." DEVELOPER agrees that payment must be made either prior to recordation of the plat or the agreement amending the note on the face of the plat.

- (b) DEVELOPER agrees to pay **\$2,760.00** to FDOT pursuant to the Joint Participation Agreement attached as Exhibit "C" which represents DEVELOPER's proportionate cost of the FDOT IMPROVEMENT described in Exhibit "C." DEVELOPER agrees that payment must be made in accordance with the Joint Participation Agreement.
  - (c) COUNTY and DEVELOPER agree that no security is required for either the IMPROVEMENT(S) or the FDOT IMPROVEMENT, as the payments will be made prior to recordation of the plat or the agreement amending the note on the face of the plat.
  - (d) In the event that the amount of money or any portion thereof the DEVELOPER has agreed to pay pursuant hereto becomes due and payable as provided herein and continues unpaid for thirty (30) days or more thereafter, the entire unpaid balance of such amount, plus costs and interest accrued from the due date at the rate of twelve (12) per cent per annum, shall become immediately due and payable.
3. COUNTY and TOWN (if applicable) find that execution of and adherence to this Agreement on the part of DEVELOPER satisfies the requirement of Chapter 5, Article IX, Broward County Code of Ordinances, that plats of land shall be designed to provide for the adequacy of the regional road network, at the adopted levels of service, concurrent with the impact of the development. Nothing in this Agreement shall be construed as constituting a waiver or an exemption from road impact fees authorized to be assessed by COUNTY to DEVELOPER under the provisions of Chapter 5, Article IX, Broward County Code of Ordinances.
4. PROPERTY WITHIN A MUNICIPALITY.
- (a) TOWN agrees that, upon notification from the COUNTY that DEVELOPER is in default of this Agreement, TOWN shall withhold issuance of all building permits, certificates of occupancy, or any other development permits within the boundaries of the PLAT, until such time that the COUNTY notifies the TOWN that the default has been resolved.
  - (b) 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.

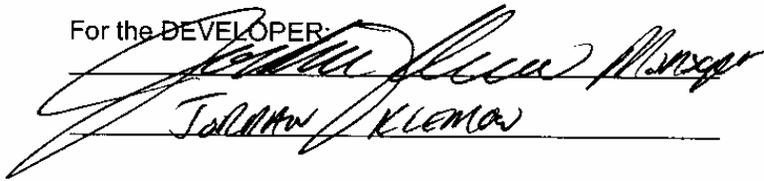
5. NOTICE. Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice 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 Development Management Division  
115 South Andrews Avenue, Room A240  
Fort Lauderdale, FL 33301

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

For the DEVELOPER:

  
Solomon KLEMON

FOR the TOWN (if applicable):

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

6. RECORDATION. This Agreement shall be recorded in the Public Records of Broward County Florida, at the DEVELOPER'S expense. The benefits and obligations contained in this Agreement shall inure to grantees, successors, heirs, and assigns who have an interest in the PLATS.
7. 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.

8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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 Exhibits "A," "B," and "C." DEVELOPER agrees that any assignment shall contain a provision which clearly states that such assignment is subject to the obligations of this Agreement.
14. 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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 Mayor or Vice Mayor, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, DEVELOPER, signing by and through its \_\_\_\_\_ duly authorized to execute same, and TOWN OF DAVIE, 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 \_\_\_\_\_  
Mayor

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



**MORTGAGEE-CORPORATION/PARTNERSHIP**

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

Witnesses (if partnership):

Harbortown Financial Corporation  
Name of Mortgagee (corporation/partnership)

\_\_\_\_\_  
(Signature)  
Print name: \_\_\_\_\_

By [Signature]  
(Signature)  
Print name: James M. Cluett

\_\_\_\_\_  
(Signature)  
Print name: \_\_\_\_\_

Title: Senior Vice President  
Address: 8190 Greenshade Dr. Ste 300  
McLean, Virginia 22102

24<sup>th</sup> day of September, 2004

ATTEST (if corporation):

[Signature]  
(Secretary Signature)  
Print Name of Secretary: William J. Karczuk, Jr.

(CORPORATE SEAL)

**ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP**

STATE OF Virginia )  
 ) SS.  
COUNTY OF Fairfax

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of September, 2004, by James M. Cluett, as Senior Vice President of Harbortown Financial Corporation, a Delaware corporation/partnership, on behalf of the corporation/ partnership. He or she is:

personally known to me, or  
 produced identification. Type of identification produced VA Drivers License

(Seal)

My commission expires: 9/30/04  
JEANETTE K. WALKER  
NOTARY PUBLIC  
COMMONWEALTH OF VIRGINIA

NOTARY PUBLIC:

[Signature]  
Print name: \_\_\_\_\_

**MORTGAGEE-CORPORATION/PARTNERSHIP**

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

Witnesses (if partnership):

WACHOVIA BANK NA  
Name of Mortgagee (corporation/partnership)

\_\_\_\_\_  
(Signature)  
Print name: \_\_\_\_\_

By [Signature]  
(Signature)  
Print name: JAMES D. DAVIS  
Title: VICE PRESIDENT

\_\_\_\_\_  
(Signature)  
Print name: \_\_\_\_\_

Address: 200 EAST BROWARD BLVD #200  
FT LAUDERDALE, FL 33301  
23<sup>rd</sup> day of SEPT, 2004

ATTEST (if corporation):

[Signature]  
(Secretary Signature)

(CORPORATE SEAL)

Print Name of Secretary: SALLY WILLMOTT

**ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP**

STATE OF Florida )  
COUNTY OF Broward ) SS.

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of September, 2004, by James D Davis, as Vice President of Wachovia Bank NA corporation/partnership, on behalf of the corporation/ partnership. He or she is:

personally known to me, or  
 produced identification. Type of identification produced \_\_\_\_\_

(Seal)

NOTARY PUBLIC:

[Signature]  
Print name:

My commission expires:



TOWN

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

## Exhibit A

### Parcel 1:

The West 1/2 of Tract 54, Less the North 283.23 feet thereof, Section 27, Township 50 South, Range 41 East, of EVERGLADE LAND SALES CO. SUBDIVISION, according to the map or plat thereof as recorded in Plat Book 2, Page(s) 34, Public Records of Miami-Dade County, Florida.

### Parcel 2:

The North 283.23 feet of the West ½ of Tract 54, Section 27, Township 50 South, Range 41 East, of EVERGLADE LAND SALES CO. SUBDIVISION, according to the map or plat thereof as recorded in Plat Book 2, Page(s) 34, Public Records of Miami-Dade County, Florida. Less that portion described as Parcel No. 111 in the Stipulated Final Judgment for Eminent Domain Proceedings under Case No. 96-1103, recorded in O.R. Book 26951, Page 92, Public Records of Broward County, Florida.

### Parcel 3:

Tract 53, Less the North 417.40 feet thereof (also known as the South 902.60 feet of Tract 53), Section 27, Township 50 South, Range 41 East, of EVERGLADE LAND SALES CO. SUBDIVISION, according to the map or plat thereof as recorded in Plat Book 2, Page(s) 34, Public Records of Miami-Dade County, Florida.

### Parcel 4:

Tract 55, Section 27, Township 50 South, Range 41 East, of EVERGLADES LAND SALES CO. SUBDIVISION, according to the map or plat thereof as recorded in Plat Book 2, Page 34, Public Records of Miami-Dade County, Florida, Less the following described parcels:

Beginning at a permanent reference monument located 103.83 feet Westerly from the Northeast corner of said Tract 55; thence South 2° 45' East, Magnetic, 488 feet to a permanent reference monument; thence South 87° 28' West, Magnetic, 98 feet to a permanent reference monument; thence North 2° 45' West, Magnetic, 488 feet to a permanent reference monument; thence North 87° 28' East, Magnetic, 98 feet to the point of beginning, it being the intention of this description that said described portion of said Tract 55 adjoin the South right of way line of the South New River Canal.

AND

That part of the North 491 feet of Tract 55, Section 27, Township 50 South, Range 41 East, lying East of the East line of the parcel conveyed to Fred G. Christman by Deed recorded in Deed Book 378, Page 439, as clarified by the Deed recorded in O.R. Book 313, Page 267, Public Records of Broward County, Florida; more particularly described as follows: Beginning at the Northeast corner of said Tract 55, run West along the South Right of Way of South New River Canal 103.83 feet to the East line of said parcel conveyed to Christman; thence run South along said Christman parcel 491 feet to an iron pipe set in concrete by J.F. Charleston; thence run East parallel to said canal Right of Way 104.84 feet to the East line of said Tract 55; thence run North along said tract line 491 feet to the point of beginning, according to the Plat thereof, recorded in Plat Book 2, Page 34, of the Public Records of Miami-Dade County, Florida.

And further less that portion described as Parcel No. 109 in the Order of Taking under Case No. 96-1101, recorded in O.R. Book 24820, Page 158, Public Records of Broward County, Florida.

Together With:

Tract 56, Section 27, Township 50 South, Range 41 East, of EVERGLADES LAND SALES CO. SUBDIVISION, according to the map or plat thereof as recorded in Plat Book 2, Page 34, Public Records of Miami-Dade County, Florida; Less the South 612 feet and Less the East 15 feet thereof.

Parcel 5:

The East ½ of Tract 54, Section 27, Township 50 South, Range 41 East, of EVERGLADE LAND SALES CO. SUBDIVISION according to the map or plat thereof as recorded in Plat Book 2, Page(s) 34, Public Records of Miami-Dade County, Florida. Less that portion described as Parcel No. 112 in the Order of Taking under Case No. 97-8735, recorded in O.R. Book 26949, Page 577, Public Records of Broward County, Florida.

Said lands now lying, being and situate in Broward County, Florida.

## Exhibit A<sub>1</sub>

THAT PORTION OF TRACT 55 OF SECTION 27, TOWNSHIP 50 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 34, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID PORTION OF SAID TRACT BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A PERMANENT REFERENCE MONUMENT MARKED NO. 1 LOCATED 103.83 FEET WESTERLY FROM THE NORTHEAST CORNER OF SAID TRACT 55; THENCE SOUTH 2°45' EAST, MAGNETIC, 488.00 FEET TO A PERMANENT REFERENCE MONUMENT MARKED NO. 2; THENCE SOUTH 87°28' WEST, MAGNETIC, 98.00 FEET TO A PERMANENT REFERENCE MONUMENT MARKED NO. 3; THENCE NORTH 2°45' WEST, MAGNETIC, 488.00 FEET TO A PERMANENT REFERENCE MONUMENT MARKED NO. 4; THENCE NORTH 87°28' EAST, MAGNETIC, 98 FEET TO THE POINT OF BEGINNING, CONTAINING 1.1 ACRES, IT BEING THE INTENTION OF THIS DESCRIPTION THAT THE SAID DESCRIBED PORTION OF SAID TRACT 55 ADJOIN THE SOUTH RIGHT-OF-WAY LINE OF SOUTH NEW RIVER CANAL; BEING THE SAME PROPERTY ACQUIRED BY THE GRANTORS HEREIN BY DEED DATED MARCH 7, 1955, AND RECORDED IN BOOK 319, PAGE 550, OF OFFICIAL RECORDS OF BROWARD COUNTY, FLORIDA.

AND

THAT PART OF THE NORTH 491 FEET OF TRACT 55 IN SECTION 27, TOWNSHIP 50 SOUTH, RANGE 41 EAST, LYING EAST OF THE EAST LINE OF PARCEL CONVEYED TO FRED G. CHRISTMAN BY DEED RECORDED IN DEED BOOK 378, PAGE 439, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT 55, RUN WEST ALONG THE SOUTH RIGHT-OF-WAY LINE OF SOUTH NEW RIVER CANAL 103.83 FEET TO THE EAST LINE OF SAID PARCEL CONVEYED TO CHRISTMAN; THENCE RUN SOUTH ALONG SAID CHRISTMAN PARCEL 491 FEET TO AN IRON PIPE SET IN CONCRETE BY J.F. CHARLTON; THENCE RUN EAST PARALLEL TO SAID CANAL RIGHT-OF-WAY 104.84 FEET TO THE EAST LINE OF TRACT 55; THENCE RUN NORTH ALONG THE SAID TRACT LINE 491 FEET TO THE POINT OF BEGINNING; CONTAINING 1.18 ACRES, MORE OR LESS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 34, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

LESS

THE FEE SIMPLE RIGHT-OF-WAY TAKING KNOWN AS PARCEL NO. 110 PER THE STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 86015-2506 FOR STATE ROAD 818 (GRIFFIN ROAD), CONTAINING 10,983 SQUARE FEET, MORE OR LESS.

**EXHIBIT "B"**

**IMPROVEMENTS**

Prior to plat or note amendment recordation, pay \$25,000 to Broward County for the installation of video detectors for all approaches at the intersection of Davie Road and Southwest 39 Street.

EXHIBIT "C"

JOINT PARTICIPATION AGREEMENT



**AGREEMENT BETWEEN THE  
FLORIDA DEPARTMENT OF TRANSPORTATION  
AND  
SUNSHINE STATE BUILDERS, INC.**

THIS AGREEMENT, entered into this 23 day of September, 2004, by and between the State of Florida Department of Transportation hereinafter called the **DEPARTMENT**, and **LAKESIDE VILLAGE OF DAVIE, LLC**, hereinafter called the **DEVELOPER**.

**WITNESSETH**

WHEREAS, the **DEPARTMENT** is making certain improvements in connection with FM No. 406521-1-52-01, hereinafter referred to as the **PROJECT**, located in Broward County, Florida; and,

WHEREAS, the **DEVELOPER**, is being required by Broward County, a political subdivision of the State of Florida, hereinafter referred to as the **COUNTY**, to satisfy the **COUNTY**'s traffic concurrence requirements for the Zarbafi plat ; and,

WHEREAS, the **DEVELOPER**, has agreed to contribute funds to the **DEPARTMENT** to offset the **DEVELOPER**'s traffic impacts made to the same sections of roadway as the **PROJECT**, identified herein as : Improvements to the westbound roadway @ the intersection of Stirling Road and University Drive; and,

WHEREAS, the **DEVELOPER**, has agreed to contribute funds to the **DEPARTMENT** equal to the **DEVELOPER**'s traffic impact share of the **PROJECT**, identified herein as: **TWO THOUSAND SEVEN HUNDRED SIXTY DOLLARS (\$2,760.00)**; and,

WHEREAS, the **COUNTY** has agreed that the **DEVELOPER**'s contribution to the **DEPARTMENT** shall fully mitigate its traffic impact share; and,

WHEREAS, the completion of the **PROJECT** is in the interest of both the **DEPARTMENT** and the **DEVELOPER**,

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the **PROJECT**, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed to be incorporated herein.
2. The **DEPARTMENT** shall be responsible for the construction letting and administration of the **PROJECT**.

3. Within thirty (30) days of the execution of this agreement, the **DEVELOPER** agrees that it will furnish the **DEPARTMENT** a payment in the amount of **TWO THOUSAND SEVEN HUNDRED SIXTY DOLLARS (\$2,760.00)** which is equal to the **DEVELOPER**'s traffic impact share of the **PROJECT**. The **\$2,760.00** contribution is a complete and final payment. There will be no refunds. If project costs increase, the **DEVELOPER** does not share in the additional costs. The additional costs are borne by the **DEPARTMENT**. If the actual cost of the project is less than the funds provided, the excess will be applied to other phases on the project.

Remittance shall be clearly marked to indicate that it is to be applied to **FM Project No: 406521-1-52-01** and forwarded to:

Leos A. Kennedy, Jr.  
Florida Department of Transportation  
Professional Services Unit  
3400 West Commercial Boulevard  
Fort Lauderdale, Florida 33309-3421.

4. This **AGREEMENT** or any interest herein shall not be assigned, transferred, or otherwise encumbered by the **DEVELOPER** under any circumstances without the prior written consent of the **DEPARTMENT**. However, this **AGREEMENT** shall run to the **DEPARTMENT** and its successors.
5. In the event this **AGREEMENT** is in excess of **TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00)** or has a term for a period of more than one (1) year, the provisions of Chapter 339.135 (6)a, Florida Statutes are hereby incorporated.

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in excess of \$25,000.00 and which have a term for a period of more than one year."

6. The **DEVELOPER** warrants that it has not employed or obtained any company or person, other than bona fide employees of the **DEVELOPER** to solicit or secure this **AGREEMENT** and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee of the **DEVELOPER**. For breach or violation of this provision, the **DEPARTMENT** shall have the right to terminate the **AGREEMENT** without liability.

7. This AGREEMENT is governed by and construed in accordance with the laws of the State of Florida.
8. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
9. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail return receipt requested. All notices delivered shall be sent to the following address:

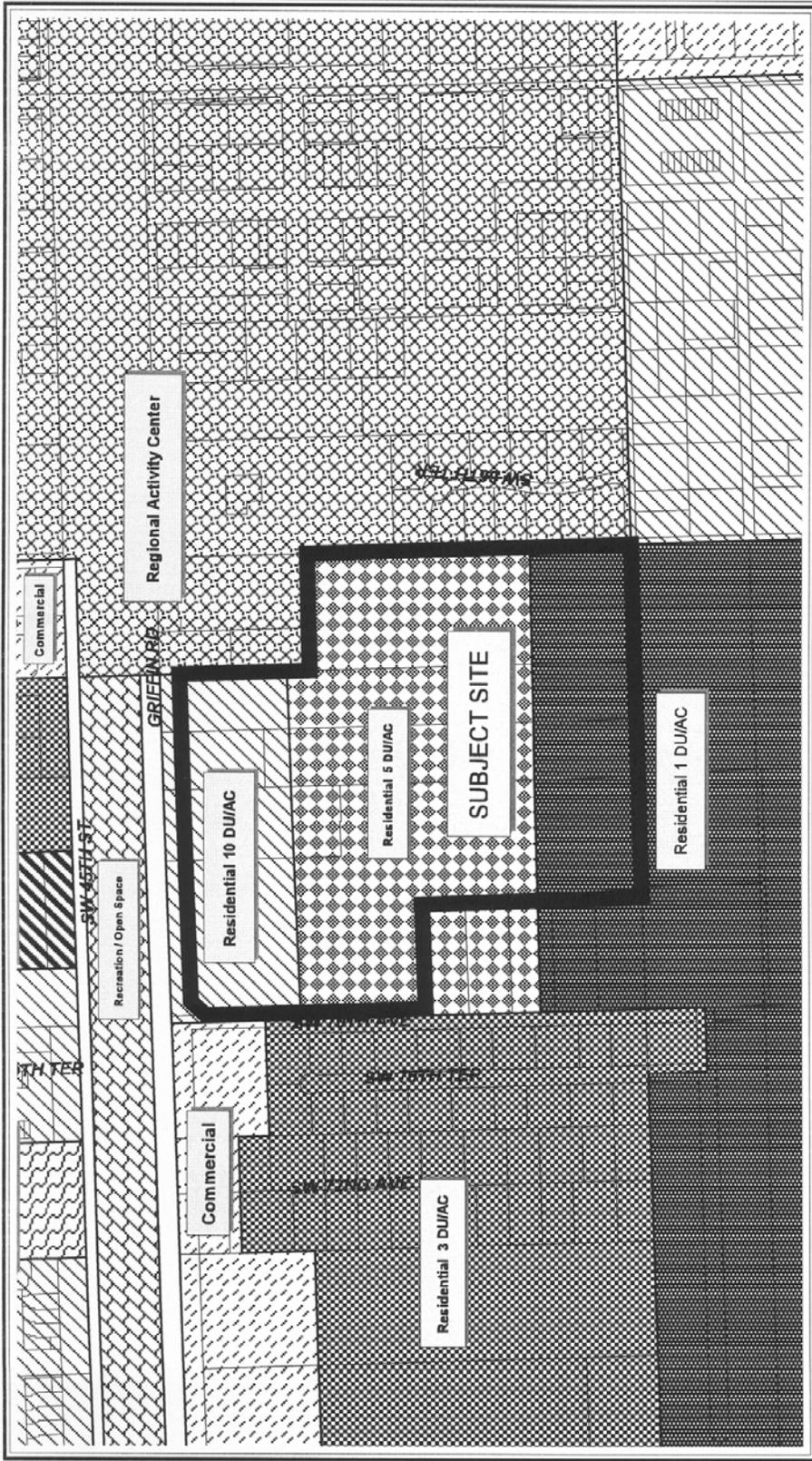
If to the DEPARTMENT:

Florida Department of Transportation- District Four  
3400 West Commercial Blvd.  
Fort Lauderdale, Florida 33309-3421  
Attn: **Leos Kennedy, Jr.**  
With a copy to: **Donovan Pessoa, P.E.**  
A second copy to: District General Counsel

If to the PARTICIPANT:

LAKESIDE VILLAGE OF DAVIE, LLC  
2001 W. Sample Road, Suite 320  
Pompano Beach, FL 33064  
Attn: **Mr. Jordan Klemow**  
With a copy to: Attorney

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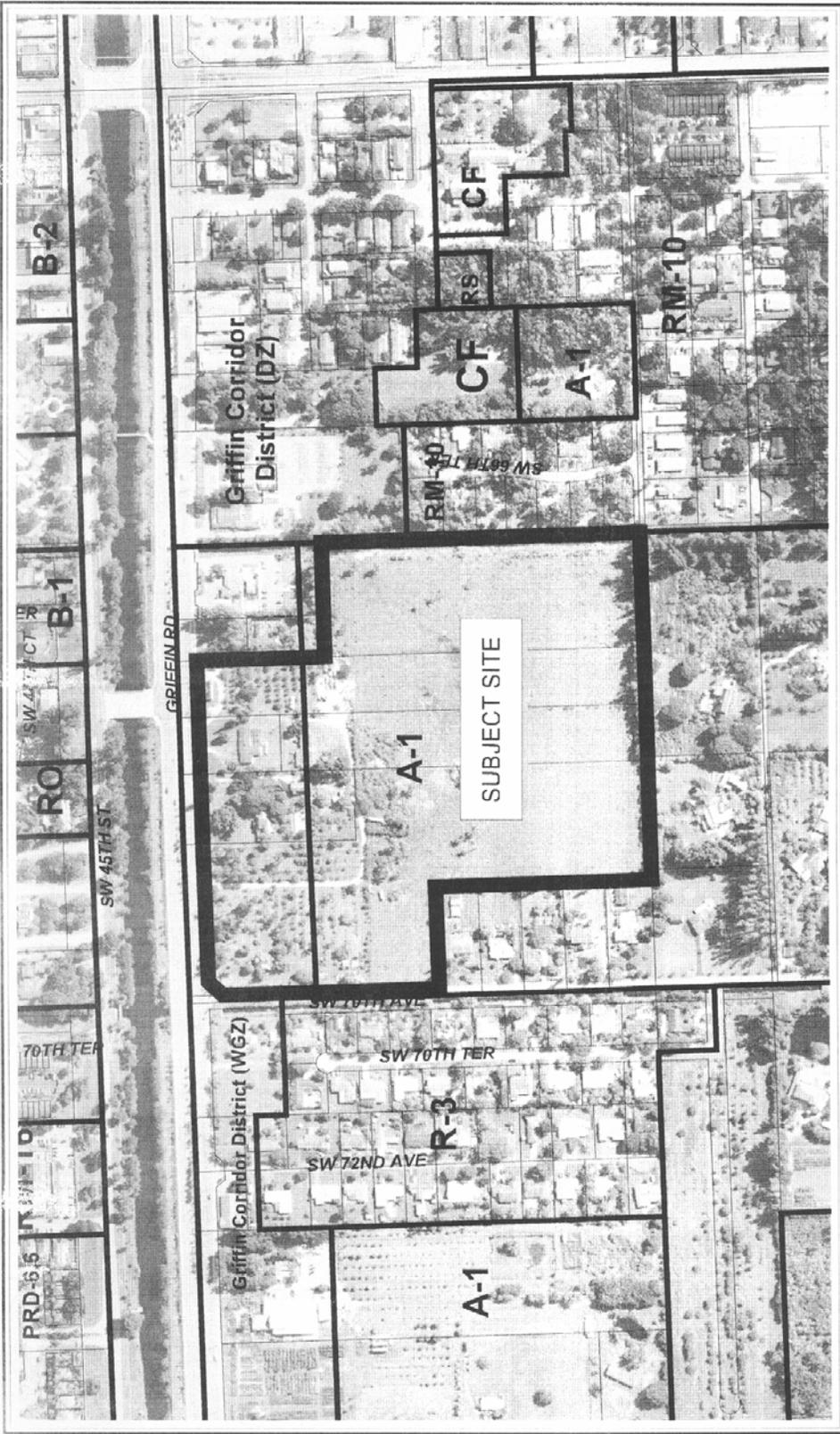
# P 2-2-04 Future Land Use Map

Prepared By: ID  
Date Prepared: 10/1/04



400 0 400 Feet

Planning & Zoning Division - GIS



Date Flown:  
12/31/02



Planning & Zoning Division - GIS



# P 2-2-04 Zoning and Aerial Map

Prepared By: ID  
Date Prepared: 10/1/04

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