

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: David M. Abramson, Planner III

SUBJECT: Developer's Agreement, DA 6-1-06, Provence (a.k.a. Flamingo Road Estates)
/ Generally located on the S.W. corner of S.W. 14th Street between Flamingo Road and S.W. 127th Avenue

AFFECTED DISTRICT: District 3

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 AND THE "PROVENCE HOMEOWNER ASSOCIATION INC." FOR THE PLACEMENT OF AN ENTRANCE MONUMENT SIGN, LANDSCAPING WITHIN THE TOWN'S RIGHT-OF-WAY; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: The petitioner, Provence Homeowner Association Inc. c/o Lowell Homes Inc." requests to place a monument sign, lighting, and landscaping in the median of Whispering Pine's entrance within the Town of Davie owned right-of-way for S.W. 15th Place.

The location of the proposed monument sign does not appear to affect current sight visibility, for the Town's Engineering Division has reviewed and released this request. Additionally, an existing equestrian trail, parallel to Flamingo Road, running perpendicular to S.W. 15th Place shall not be affect by this request.

Should the Town of Davie require any road improvements within this right-of-way area, Provence Homeowner Association Inc. shall agree to remove the proposed entrance sign and landscaping at their expense.

In this agreement, the follow items are addressed:

1. The Town of Davie grants Provence Homeowner Association Inc. permission to erect and maintain monument sign and lighting and to install and maintain landscaping on the properties according to the plans submitted to the Town.
2. Provence Homeowner Association Inc. will at all times maintain said monument sign, lighting and landscaping on the Properties, will acquire all required permits to do so and agrees that the signage, lighting and landscaping will conform to code.

3. Provence Homeowner Association Inc. will indemnify and hold harmless the Town of Davie (and its officers, agents, representatives, and employees) from any and all actions, causes of action, claims or any liabilities whatsoever incurred now or in the future as a result of any injury, death or property damage because of the existence, placement, installation, use and/or maintenance of said sign, lighting and landscaping.
4. The parties to this agreement agree that if, in its sole judgment, the Town of Davie deems at any time said signs, lighting and landscaping are not being maintained or used in a manner consistent with the terms of this agreement, or if in its sole judgment the Town determines that it must move or tear down the signs, lighting and landscaping, the Town has the unilateral right to replace, repair or remove any such signs, lighting and landscaping at the sole discretion of the Town. All costs associated with the removal, replacement or repair of the signs, lighting and landscaping will be borne exclusively by Provence Association Inc.
5. The Town of Davie shall retain the right to go upon the Properties at all times and for any purposes whatsoever.
6. This agreement shall not be effective until it has been executed by all parties.

PREVIOUS ACTIONS: None

CONCURRENCES: None

FISCAL IMPACT: N/A

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

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

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE "PROVENCE HOMEOWNER ASSOCIATION INC." FOR THE PLACEMENT OF AN ENTRANCE MONUMENT SIGN, LANDSCAPING WITHIN THE TOWN'S RIGHT-OF-WAY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the properties located along S.W. 15th Place, Davie, Florida, which are legally described in Exhibit "A".

WHEREAS, the Provence Homeowner Association Inc. wishes to place an entrance monument sign, lighting and landscaping within the Town of Davie owned right-of-way for S.W. 33 Place.

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

SECTION 1. The 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 the Town of Davie and the Provence Homeowner Association Inc., whereby

1. The Town of Davie grants Provence Homeowner Association Inc. permission to erect and maintain monument sign and lighting and to install and maintain landscaping on the properties according to the plans submitted to the Town.
2. Provence Homeowner Association Inc. will at all times maintain said monument sign, lighting and landscaping on the Properties, will acquire all required permits to do so and agrees that the signage, lighting and landscaping will conform to code.
3. Provence Homeowner Association Inc. will indemnify and hold harmless the Town of Davie (and its officers, agents, representatives, and employees) from any and all actions, causes of action, claims or any liabilities whatsoever incurred now or in the future as a result of any injury, death or property damage because of the existence, placement, installation, use and/or maintenance of said sign, lighting and landscaping.
4. The parties to this agreement agree that if, in its sole judgment, the Town of Davie deems at any time said signs, lighting and landscaping are not being maintained or used in a manner consistent with the terms of this agreement, or if in its sole judgment the Town determines that it must move or tear down the signs, lighting and landscaping, the Town has the unilateral right to replace, repair or remove any such signs, lighting and landscaping at the sole discretion of the Town. All costs associated with the removal, replacement or repair of the signs, lighting and landscaping will be borne exclusively by Whispering Pines Residential Association Inc.

5. The Town of Davie shall retain the right to go upon the Properties at all times and for any purposes whatsoever.
6. This agreement shall not be effective until it has been executed by all parties.

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 _____, 2006.

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2006.

Attachment 2 (Developer Agreement)

Developer's Agreement

The parties to this Developer's Agreement (Agreement), being the Town of Davie, a political subdivision, 6591 Orange Drive, Davie, Florida 33314 (Town) and Provence Homeowners Association, Inc. C/o Lowell Homes Inc., a non-profit corporation whose principle place of business is 80 SW 8th Street, Suite 1870 Miami, Florida 33130 (Provence) in exchange for the mutual covenants and promise contained in this Agreement, do agree as follows:

WHEREAS, the property located in the median of SW 15th Place and Flamingo Road Davie, Florida, which legally described as follows:

See Legal Description attached

And more fully described in the "Main Entrance Improvement Plan" attached hereto and made a part hereof (property) is located within the Town's Right of Way: and

WHEREAS. Provence desire to erect and maintain monuments signs and lighting and install and maintain landscaping, which is more fully described in composite Exhibit "A" (Main Entrance Improvement Plan) attached hereto and made a part hereof, on the Property located in the Town's Right-of-way; and

WHEREAS, Provence requires permission of the Town to install and maintain said monument sign, lighting and landscaping on said Property.

NOW, THEREFORE, the parties to this Agreement do hereby covenant and forever bind themselves as follow:

1. The Town grants Provence permission to erect and maintain monument sign and lighting and to install and maintain landscaping on the Property according to the to the plans submitted to the Town) Exhibit "A"
2. Provence will at all times maintain said monument sign, lighting and landscaping on the Property, will acquire all required permits to do so and agrees that the sign, lighting and landscaping will conform to code.
3. Provence will indemnify and hold harmless to Town (and its officers, agents, representative, and employees) from any and all actions, causes of action, claims or an liabilities whatsoever incurred now or in the future as a result of any injury, death or property damage because of the existence placement, installation, use and/or maintenance of said sign, lighting and landscaping.

4. The parties to this Agreement agree that if, in its sole judgment, the Town deems at any time said sign, lighting, and landscaping are not being maintained or used in a manner consistent with the terms of this Agreement, or if in its sole judgment the Town determines that it must move or tear down the sign, lighting and landscaping, the Town has the unilateral right to replace, repair or remove any such sign, lighting and landscaping at the sole discretion of the Town. All costs associated with the removal, replacement or repair of the sign, lighting and landscaping will be borne exclusively by Provence.
5. The Town shall retain the right to go upon the property at all times and for any purposes whatever.
6. This Agreement shall not be effective until it has been executed by all parties.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement on the _____ day of _____, 2006.

Town of Davie

WITNESSES:

ATTEST:

Town Clerk

Town of Davie

By: _____
Mayor Council Member

By: _____
Town Administrator

____ day of _____, 2006

APPROVED AS TO FORM:

By: _____

State of Florida)

:ss:

County of Broward)

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ day of _____, 2006, by _____, Mayor of Town of Davie, who is personally known to me or who produced _____ as identification and who did/did not take an oat.

WITNESS my hand and seal in the County and State stated above, this _____ Day of _____ 2006.

My Commission Expires:

Notary Public

Provence Homeowners Association, Inc.

WITNESSES:

Provence Homeowners Association, Inc.

[Signature]
[Signature]

By: [Signature]
Lauren Kahn- President

State of Florida)
 :SS:
County of Broward)

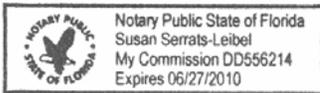
SWORN TO AND SUBSCRIBED before me this 8 day of June 2006,

Who is personally known to me or who produced Known personally as identification and who did/did not take an oath.

WITNESS my hand and seal in the County and State stated above, this 8 Day of June 2006.

My Commission Expires:

[Signature]
Notary Public





GENERAL CONTRACTING • LIC #QB-0015697
 DESIGN / BUILD • CONSTRUCTION MANAGEMENT
 CONSULTING ENGINEERS • PLANNERS • SURVEYORS
 LB #7024
 5230 SOUTH UNIVERSITY DRIVE, SUITE 104
 DAVIE, FLORIDA 33328
 OFFICE: 954-680-6533 • FAX: 954-680-0323

— SKETCH AND DESCRIPTION —

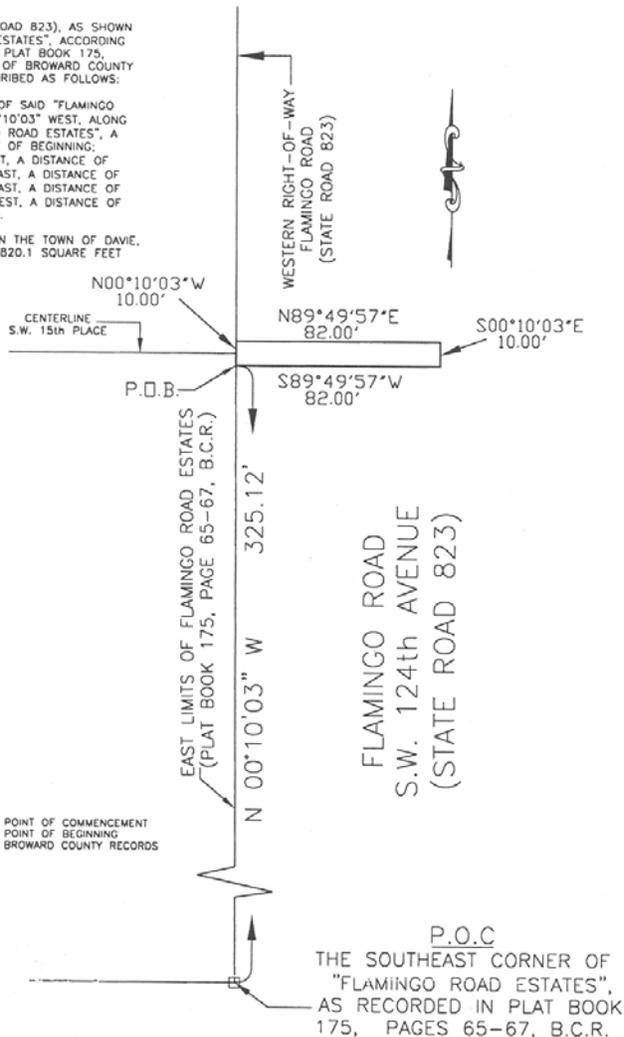
NOTE: THIS IS NOT A SURVEY.

DESCRIPTION:

A PORTION OF FLAMINGO ROAD (STATE ROAD 823), AS SHOWN ON THE THE PLAT OF "FLAMINGO ROAD ESTATES", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 175, PAGES 65-67 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID "FLAMINGO ROAD ESTATES" PLAT; THENCE NORTH 00°10'03" WEST, ALONG THE EASTERLY LIMITS OF SAID "FLAMINGO ROAD ESTATES", A DISTANCE OF 325.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°10'03" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 89°49'57" EAST, A DISTANCE OF 82.00 FEET; THENCE SOUTH 00°10'03" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°49'57" WEST, A DISTANCE OF 82.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, BEING AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA, CONTAINING 820.1 SQUARE FEET (0.02 ACRES) MORE OR LESS.



LEGEND
 P.O.C. - POINT OF COMMENCEMENT
 P.O.B. - POINT OF BEGINNING
 B.C.R. - BROWARD COUNTY RECORDS

P.O.C.
 THE SOUTHEAST CORNER OF
 "FLAMINGO ROAD ESTATES",
 AS RECORDED IN PLAT BOOK
 175, PAGES 65-67, B.C.R.

Troy N. Townsend 6/16/06
 PREPARED BY:
 TROY N. TOWNSEND
 PROFESSIONAL SURVEYOR AND MAPPER NO. LS 6425
 STATE OF FLORIDA

NOT VALID WITHOUT THE SIGNATURE
 AND THE ORIGINAL RAISED SEAL OF A
 FLORIDA LICENSED SURVEYOR AND MAPPER.
 THE SURVEY DEPICTED HEREON IS NOT COVERED
 BY PROFESSIONAL LIABILITY INSURANCE.

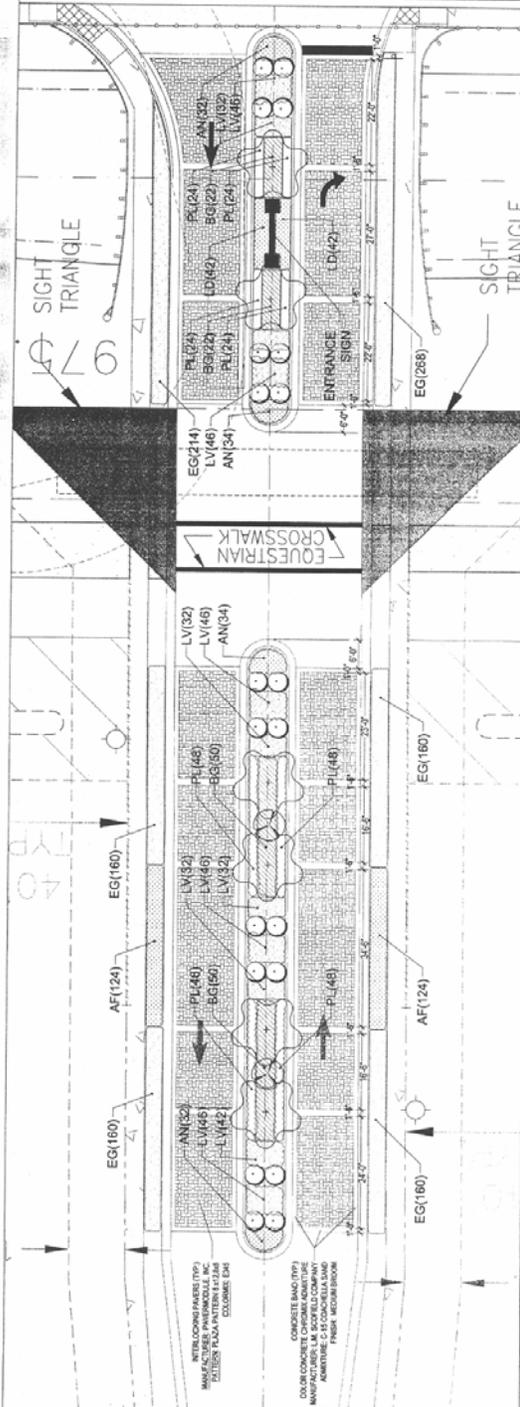
SHEET 1 OF 1

UPDATES / REVISIONS	DATE	BY	CHK'D

NOTE: THE UNDERSIGNED AND PILLAR CONSULTANTS, INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE COMPLETENESS OF THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS-OF-WAY, SET-BACK LINES, RESERVATIONS, AGREEMENTS OR OTHER MATTERS OF RECORD. THIS INSTRUMENT IS INTENDED TO REFLECT OR SET FORTH ONLY THOSE ITEMS SHOWN IN THE REFERENCES ABOVE. PILLAR CONSULTANTS, INC. DID NOT RESEARCH THE PUBLIC RECORDS FOR MATTERS AFFECTING THE LANDS SHOWN.

NOTE: THIS INSTRUMENT IS THE PROPERTY OF PILLAR CONSULTANTS, INC. MAPPING, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION OF PILLAR CONSULTANTS, INC.

Job No: 02045L Drawn By: W.R.E. Checked By: TNT Scale: 1"=50'



PROVENCE
 For Lowell Homes
 Town of Dave, Florida

DATE: 12/2/09
 BY: [Signature]
 TITLE: PROJECT COMMENTS

WITKIN DESIGN GROUP
 10000 W. BAYVIEW AVENUE
 SUITE 100, MIAMI, FL 33154
 TEL: 305.556.8888 FAX: 305.556.8889

APPROVED
 DATE: 12/2/09
 BY: [Signature]
 TITLE: TOWN OF DAVE PLANNING & ZONING

TITLE: IMPROVABLE TERRACES LANDSCAPE & LANDSCAPE PLAN
 DATE: 07/18/2009
 SCALE: 1"=10'-0"
 DRAWING NO: L-5

◇ PROPOSED LIGHT POLES - ALL TREES TO BE 18" FROM LIGHT POLES AS SHOWN ON PLAN

* ALL MECHANICAL EQUIPMENT AND ELECTRICAL TRANSFORMERS SHALL BE SCREENED WITH RED TOP COCCOLUM ON THREE SIDES AT A 4" X 4" 36 INCHES.

QUANTITY	KEY	SYMBOL	COMMON NAME	REMARKS
20	○	○	20' x 12' ITALIAN CYPRESS	12' x 12' N. 45 GAL.
2	⊗	⊗	2' x 12' ITALIAN CYPRESS	12' x 12' N. 45 GAL.
6	⊗	⊗	6' x 12' ITALIAN CYPRESS	12' x 12' N. 45 GAL.
248	AF	AF	ALBERTA PRINCE OF WALES SPRUCE	20' O.A.H. 15' x 8" g.g. 1 gal. 1/8" 12" O.C.
132	AN	AN	ANEMONE SPRUCE	1 gal. 1/8" 12" O.C.
144	BG	BG	BEGONIA / CHEER	1 gal. 1/8" 12" O.C.
1122	EG	EG	EGG PLANT	18" N. x 18" g.g. 3 gal.
84	LD	LD	LEUCODENDRON	1 gal. 1/8" 12" O.C.
354	LV	LV	LEUCODENDRON	1 gal. 1/8" 12" O.C.
288	PL	PL	LEUCODENDRON	1 gal. 1/8" 12" O.C.
AS RECD	LAWN		ST. AUGUSTINE GRASS	Solid Even Soil

* BRACKETED NATIVE SPECIES

PROVENCE

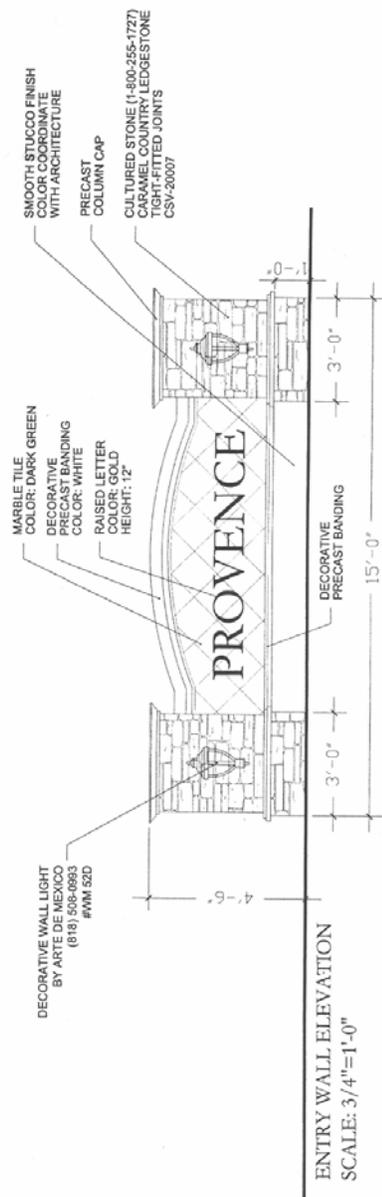
For Lowell Homes
Town of Davie, Florida

REVISIONS:
1. 11/13/07 PRELIMINARY COMMENTS
2. 11/13/07

WITKIN
DESIGN GROUP
ARCHITECTS
11001 N.W. 11th Avenue
North, Miami Beach, FL 33158
Tel: 305-866-8800
Fax: 305-866-8800

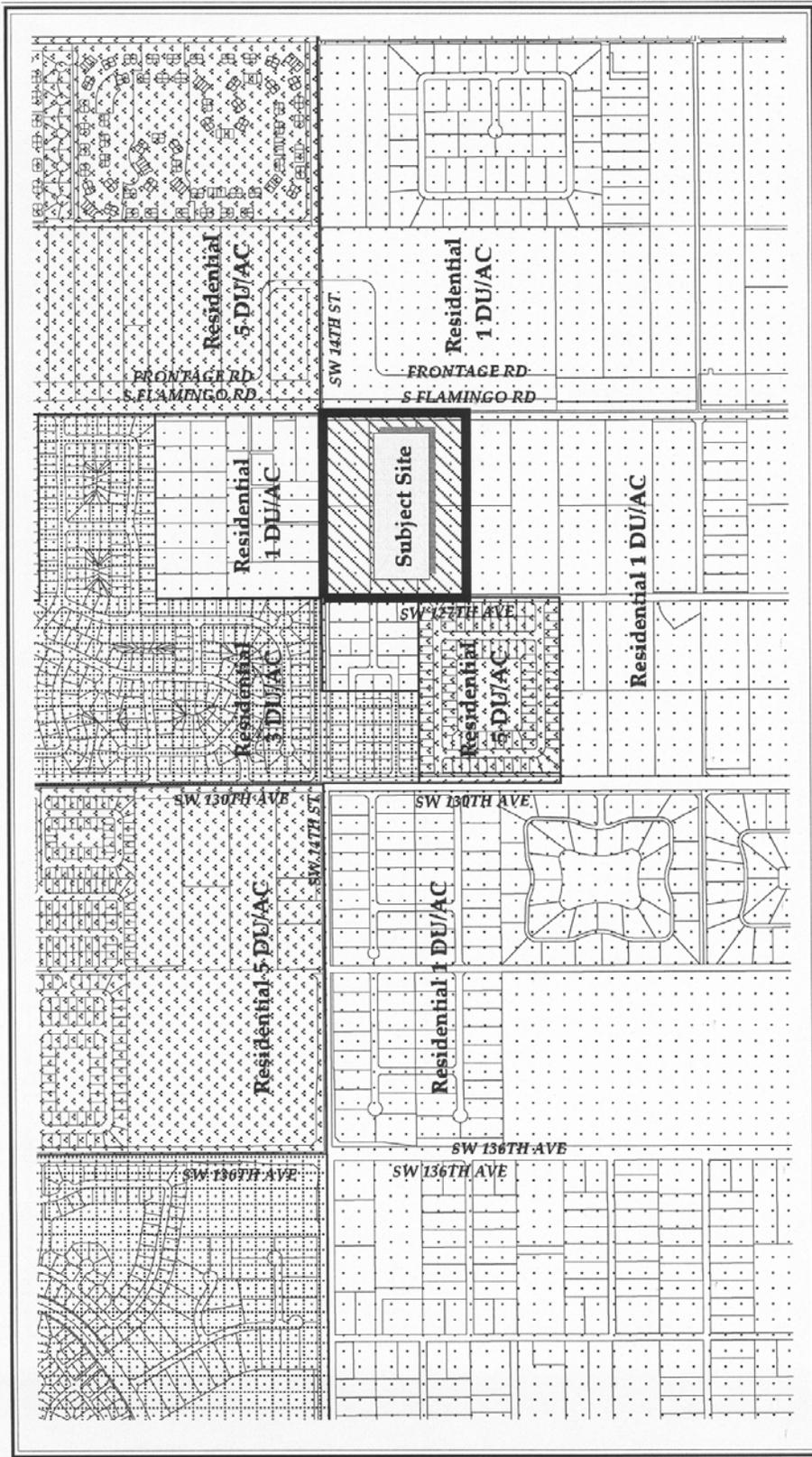
DATE: 11/13/07
BY: [Signature]
TOWN OF DAVIE
PLANNING & ZONING

DATE: 11/13/07
DATE: 07/19/2009
SCALE: AS SHOWN
DRAWING NO. L-6



BY: [Signature] ARCHITECT/PLANNER

Attachment 3 (Future Land Use Map)



The Town of Davie
Development Service Department
Planning & Zoning Division




Scale: 1" = 15,000 Feet

Future Land Use Map

Prepared By: D.M.A.
Date Prepared: 5/13/04



Attachment 4 (Subject Site, Zoning, and Aerial Map)



The Town of Davie
Development Service Department
Planning & Zoning Division



Scale: 1" = 15,000 Feet



Aerial, Zoning, and Subject Site Map

Prepared By: D.M.A.
Date Prepared: 5/13/04