TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Will Allen, Redevelopment Administrator

PREPARED BY: Will Allen

SUBJECT: Resolution

AFFECTED DISTRICT: District 2

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: CONTRACT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA APPROVING A CONTRACT FOR PURCHASE AND SALE BETWEEN THE TOWN OF DAVIE, FLORIDA AND THE DAVIE COMMUNITY REDEVELOPMENT AGENCY FOR DAVIE TOWN HALL, AUTHORIZING THE MAYOR TO ACKNOWLEDGE SAID APPROVAL BY AFFIXING HER SIGNATURE TO SAID RESOLUTION, AND PROVIDING FOR AN EFFECTIVE DATE. (Tabled from January 6, 2010 meeting). $4.2 million

REPORT IN BRIEF: This is a contract between the Town of Davie and the Davie Community Redevelopment Agency which sets out the terms of a sale of Town Hall by the Town to the CRA. The contract sets out the terms and conditons of the sale by the Town and the purchase by the CRA. The primary purchase of land is the 3.779 acre site on which the exusting Town Hall and a portion of the adjoining parking lot are now located. The purchase price for this land and other rights-of-way to serve Town Hall and a permanent easement for land to serve as a storm water retention area and park is $4.2 million. It should be noted that for future comparable prices the value of $1,825,000 is being placed on the purchase of the 3.779 acre parcel. The funding for this purchase will be encumbered by the CRA at the time of purchase. The purchase price is to be paid with a $1 million payment at closing, another $1 million when the architecutral design is completed, and $2.2 million at the time the certificate of occupancy is granted. The CRA will lease the exisiting Town Hall back to the Town while the construction of the new Town Hall is being done at a rate of $1 per year. The Town will complete a new Town Hall within three years. The new Town Hall will be primarily at least a three story building and there are requirements for the style of the building and a requirement for architectural features and for a public space The CRA will construct a parking garage and redevelop the adjoing site. It is agreed the parking garage will be done concurrently with the construction of the new Town Hall. The Town will grant all necessary improvements to permit the installation of roads, and infrastructure such as storm sewers

and a storm water retetntion area. It should be noted that there was a joint meeting of the Town Council and Davie Redevelopment Agency on June 11, 2009 to discuss this matter. It should be noted that the plans were changed to provide a 150' setback from Orange Drive to the CRA redevelopment area and the parking garage was placed nearer to the new Town Hall structure.

CONCURRENCES: The Davie CRA Board approved the Contract between the Town of Davie and the Davie CRA at their meeting of October 12, 2009 and they authorized an amendment on December 14, 2009.

FISCAL IMPACT: Yes

Has request been budgeted? Yes
If yes, expected cost: $4.2 million
Account name and number: Special Projects 010-0405-515-0502

RECOMMENDATION(S): Motion to approve resolution

Attachment(s): Resolution,
Contract For Purchase And Sale Between Town of Davie, Florida And Davie Community Redevelopment Agency For Davie Town Hall
Minutes Of The Joint Meeting Between The Town Of Davie And The Davie CRA On June 11, 2009
Minutes Of The October 12, 2009 CRA Meeting

RESOLUTION NO. R-2010-

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA APPROVING A CONTRACT FOR PURCHASE AND SALE BETWEEN THE TOWN OF DAVIE, FLORIDA AND THE DAVIE COMMUNITY REDEVELOPMENT AGENCY FOR DAVIE TOWN HALL, AUTHORIZING THE MAYOR TO ACKNOWLEDGE SAID APPROVAL BY AFFIXING HER SIGNATURE TO SAID RESOLUTION, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the TOWN desires to replace the existing Davie Town Hall ("Existing Town Hall") with a new Town Hall ("New Town Hall") to be constructed on land owned by the TOWN and currently serving as a parking lot for the Existing Town Hall and Bergeron Rodeo Arena and located to the north of the Existing Town Hall ("New Town Hall Site"); and

WHEREAS, the CRA is willing to purchase the property upon which the Existing Town Hall is located together with a portion of the existing surface parking lot comprising approximately 3.779 acres, as shown on **Exhibit "A"** attached hereto (the "Existing Town Hall Property"); and

WHEREAS, the CRA is also willing to purchase the following described property for road, utility and drainage purposes: a) 40' road, utility and drainage right of way extending along the southern and eastern boundaries of the Bergeron Rodeo Grounds (approximately 1.151 acres) as described on **Exhibit "B"** attached hereto (the "40' Right of Way"); and b) property to be used for road, utility, and drainage right of way which property is currently used for road purposes and is known as S.W. 65th Way/Rodeo Way extending north to a point east of the Bergeron Rodeo Arena and S.W. 43rd Street east to Davie Road comprising approximately 2.407 acres as described on **Exhibit "C"** attached hereto (the "65th Way Right of Way"); and

WHEREAS, the 65th Way Right of Way described on **Exhibit "C"** attached hereto comprising 2.407 acres is determined to have the same value per square foot as the 40' Right of Way described on **Exhibit "B"**; and

WHEREAS, the CRA requires a permanent easement from the TOWN over the property described and depicted on **Exhibit "D"** attached hereto, and comprising approximately 4.998 acres, for the purpose of constructing utilities and drainage facilities including, but not limited to, a storm water retention and storage system to serve areas to the west of Davie Road; and

WHEREAS, the CRA has obtained two (2) appraisal reports establishing the current market value of the Existing Town Hall Property described on **Exhibit "A"** attached hereto comprising approximately 3.779 acres, and the 40' Right of Way described on **Exhibit "B"** attached hereto; and

WHEREAS, the CRA is willing to purchase a permanent easement over, across, and under the land described in **Exhibit "D"** attached hereto (the "Easement Parcel") which Easement Parcel has a market value as established by the Broward County Property Appraiser in 2009 of $1,221,420. The permanent easement to be granted to the CRA by the TOWN over the Easement Parcel will limit the prospective use of such Easement Parcel by the TOWN in a manner which will be subordinate to its primary use for utilities and drainage purposes including, but not limited to, a storm water retention and storage area; and

WHEREAS, the CRA finds and determines that the Purchase Price (hereinafter defined) agreed upon between the parties for the lands and easement described in **Exhibits "A", "B", C" and "D"** attached hereto is substantiated by the appraisals and valuations described herein; and

WHEREAS, the CRA has funds available to assist the TOWN in this endeavor through the purchase of the Existing Town Hall Property described in **Exhibit "A"** attached hereto with the intention and purpose to redevelop the Existing Town Hall Property in the future consistent with the CRA's Community Redevelopment Plan for mixed use purposes, including commercial, retail and residential uses, and attendant public and private parking; and

WHEREAS, the parties hereto desire to enter into this Contract to establish the terms and conditions under which the CRA will purchase and the Town will sell the property and easement described herein.

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, Florida authorizes the Mayor to execute a Contract For Purchase And Sale Between Town of Davie, Florida And Davie Community Redevelopment Agency For Davie Town Hall which is attached hereto and identified as Exhibit "A".

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2010

_____
MAYOR/COUNCILMEMBER

ATTEST:

_____
TOWN CLERK

APPROVED THIS _____DAY OF _____, 2010

EXHIBIT "A"

CONTRACT FOR PURCHASE AND SALE

BETWEEN

TOWN OF DAVIE, FLORIDA

AND

DAVIE COMMUNITY REDEVELOPMENT AGENCY

FOR DAVIE TOWN HALL

This CONTRACT (the "Contract") is made this _____ day of _____, 200_, by and between the TOWN OF DAVIE, FLORIDA, a municipal corporation organized under the laws of the State of Florida, whose address is 6591 Orange Drive, Davie, Florida, 33314 (the "TOWN") and the DAVIE COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic created pursuant to Chapter 163, Part III, Florida Statutes, whose mailing address is 3921 S.W. 47th Avenue, Suite 1008, Davie, Florida 33314 (the "CRA").

R E C I T A L S:

WHEREAS, the TOWN desires to replace the existing Davie Town Hall ("Existing Town Hall") with a new Town Hall ("New Town Hall") to be constructed on land owned by the TOWN and currently serving as a parking lot for the Existing Town Hall and Bergeron Rodeo Arena and located to the north of the Existing Town Hall ("New Town Hall Site"); and

WHEREAS, the CRA is willing to purchase the property upon which the Existing Town Hall is located together with a portion of the existing surface parking lot comprising approximately 3.779 acres, as shown on **Exhibit "A"** attached hereto (the "Existing Town Hall Property"); and

WHEREAS, the CRA is also willing to purchase the following described property for road, utility and drainage purposes: a) 40' road, utility and drainage right of way extending along the southern and eastern boundaries of

the Bergeron Rodeo Grounds (approximately 1.151 acres) as described on **Exhibit "B"** attached hereto (the "40' Right of Way"); and b) property to be used for road, utility, and drainage right of way which property is currently used for road purposes and is known as S.W. 65th Way/Rodeo Way extending north to a point east of the Bergeron Rodeo Arena and S.W. 43rd Street east to Davie Road comprising approximately 2.407 acres as described on **Exhibit "C"** attached hereto (the "65th Way Right of Way"); and

WHEREAS, the 65th Way Right of Way described on **Exhibit "C"** attached hereto comprising 2.407 acres is determined to have the same value per square foot as the 40' Right of Way described on **Exhibit "B"**; and

WHEREAS, the CRA requires a permanent easement from the TOWN over the property described and depicted on **Exhibit "D"** attached hereto, and comprising approximately 4.998 acres, for the purpose of constructing utilities and drainage facilities including, but not limited to, a storm water retention and storage system to serve areas to the west of Davie Road; and

WHEREAS, the CRA has obtained two (2) appraisal reports establishing the current market value of the Existing Town Hall Property described on **Exhibit "A"** attached hereto comprising approximately 3.779 acres, and the 40' Right of Way described on **Exhibit "B"** attached hereto; and

WHEREAS, the CRA is willing to purchase a permanent easement over, across, and under the land described in **Exhibit "D"** attached hereto (the "Easement Parcel") which Easement Parcel has a market value as established by the Broward County Property Appraiser in 2009 of $1,221,420. The permanent easement to be granted to the CRA by the TOWN over the Easement Parcel will limit the prospective use of such Easement Parcel by the TOWN in a manner which will be subordinate to its primary use for utilities and drainage purposes including, but not limited to, a storm water retention and storage area; and

WHEREAS, the CRA finds and determines that the Purchase Price (hereinafter defined) agreed upon between the parties for the lands and easement described in **Exhibits "A", "B", C" and "D"** attached hereto is substantiated by the appraisals and valuations described herein; and

WHEREAS, the CRA has funds available to assist the TOWN in this endeavor through the purchase of the Existing Town Hall Property described in **Exhibit "A"** attached hereto with the intention and purpose to redevelop the

Existing Town Hall Property in the future consistent with the CRA's Community Redevelopment Plan for mixed use purposes, including commercial, retail and residential uses, and attendant public and private parking; and

WHEREAS, the parties hereto desire to enter into this Contract to establish the terms and conditions under which the CRA will purchase and the Town will sell the property and easement described herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations created hereby as well as other good and valuable consideration, the CRA agrees to buy and the TOWN agrees to sell the following described property and easement subject to and upon the terms and conditions set forth below. The effective date of this Contract (the "Effective Date") shall be the date upon which the last of the CRA and the TOWN shall have signed this Contract or initialed any changes thereto.

1. Recitals. The foregoing recitals are true and correct and incorporated herein.

2. Property. The property which is the subject of this Contract consists of the following: the fee simple good, marketable and insurable title to the real property, and improvements thereto, described in **Exhibit "A"** attached hereto comprising approximately 3.779 acres, together with the property described in Exhibits "**B**" and **"C"** attached hereto (collectively, the "Property"); together with all riparian rights, easements, privileges, servitudes, appurtenances and other rights pertaining to the Property.

3. Easement. The TOWN shall also convey a permanent easement ("Easement") to the CRA over the Easement Parcel described in **Exhibit "D"** attached hereto for the construction by the CRA of utilities and drainage facilities, including, but not limited to, a storm water retention and storage system, said Easement to be in substantially the form attached hereto as **Exhibit "E".**

4. Purchase Price. The Purchase Price of the Property and the Easement (the "Purchase Price") shall be Four Million Two Hundred Ten Thousand and 00/100 Dollars ($4,210,000.00) payable as set forth in Paragraph 5 below.

5. Payment of Purchase Price. The CRA shall pay the Purchase Price as follows: One Million ($1,000.000.00) Dollars to be paid in cash at Closing (as defined herein); One Million ($1,000,000.00) Dollars to be paid in cash within fifteen

(15) days of the approval by the TOWN of architectural design development drawings for the New Town Hall in accordance with the requirements of Paragraph 17.C. hereof; and the remaining amount of Two Million Two Hundred Ten Thousand ($2,210,000.00) Dollars to be paid in cash within fifteen (15) days ("Final Payment Date") after the last of all of the following events has occurred: a) the issuance of a final permanent certificate of occupancy for the New Town Hall; b) complete vacation of the Existing Town Hall by the TOWN; and c) compliance by the TOWN with all conditions of Paragraph 17.

6. Evidence of Title.

A. Within thirty (30) days following the Effective Date, the CRA shall obtain, at the CRA's expense, an ALTA title insurance commitment, including hard copies of all title exceptions, issued by a Title Insurance Company authorized to conduct business in the State of Florida (the "Title Insurance Company"), proposing to insure the CRA's title to the Property and the Easement Parcel (the "Title Evidence"). The CRA shall have up to and including thirty (30) days following the CRA's receipt of the Title Evidence (the "Title Review") to review the Title Evidence. If the Title Evidence reveals that title to the Property or the Easement Parcel is not good, marketable and insurable in accordance with the standards adopted by The Florida Bar, or unusable for the purposes intended by the CRA, then the CRA shall, within the Title Review period, notify the TOWN in writing specifying the title defect(s) (the "Title Defects") and the curative action required to render such matters acceptable to the CRA. If said Title Defect(s) render title to the Property or the Easement Parcel unmarketable and/or uninsurable, or unusable for the purposes intended by the CRA, the TOWN shall have thirty (30) days from receipt of such notice ("Cure Period") within which to remove said Title Defects or the CRA may accept title to the Property or the Easement Parcel "as is" without reduction in the Purchase Price, and proceed to close as provided in this Contract. If the CRA does not elect to accept or agree to title to the Property or the Easement Parcel "as is", or if the TOWN is unsuccessful in removing the Title Defects within said thirty (30) day Cure Period, despite the TOWN's due diligence and best efforts to remove the Title Defects, then the CRA shall elect within ten (10) days after the end of the thirty (30) day Cure Period to either: (i) accept or agree to take the title to the Property and the Easement Parcel as it then is without reduction in the Purchase Price for the Property or the Easement Parcel; or (ii) terminate this Contract, and thereafter the CRA and the TOWN shall be released from all further obligations under this Contract. Notwithstanding anything to the contrary set forth in this Paragraph 6, if title to the Property or the Easement Parcel is unmarketable because of liens in a liquidated amount that can

be released if satisfied by the payment of money alone, then the CRA shall accept or agree to accept title to the Property or the Easement Parcel as it then is and, at the time of the Closing hereunder, such liens shall be paid by the TOWN, and the amount due the TOWN shall be reduced by such amount, or the TOWN shall remove same by statutory permitted bond. The TOWN agrees that the TOWN shall, if title to the Property or the Easement Parcel is found to be unmarketable, and/or uninsurable or unusable for the purposes intended by the CRA, use its best efforts to cure the Title Defects within the time limit set forth herein.

B. If at any time subsequent to the delivery of the Title Evidence and prior to the Closing of this transaction, title to the Property or the Easement Parcel is found to be subject to additional exceptions not revealed by the Title Evidence ("Additional Defects"), the CRA shall give written notice of such Additional Defects to the TOWN prior to the Closing Date. Any Additional Defects, other than those created by, through or under CRA, shall be removed of record by the TOWN and, if necessary, Closing shall be delayed by a period not to exceed sixty (60) days to allow such removal. If such Additional Defects are not corrected within said sixty (60) day period, then the CRA shall have the same options as the CRA has been granted herein as if the TOWN did not cure the Title Defects.

7. Survey. Within thirty (30) days following the Effective Date, the CRA may obtain, at the CRA's expense, a currently dated survey (the "Survey") of the Property and the Easement Parcel prepared by a Florida licensed surveyor which shall include a delineation of existing easements on the Property and the Easement Parcel certified to the CRA, the CRA's attorney, and the Title Insurance Company. The CRA shall deliver a sealed copy of the Survey to the TOWN within said thirty (30) day period. If the Survey shows any easements, encroachments or other matters which would impair the CRA's proposed development or use of the Property or the Easement Parcel, the same shall be treated as a Title Defect and such Title Defect shall be governed by the provisions contained within Paragraph 6 of this Contract.

8. Right to Enter/Inspection Period.

A. The TOWN hereby grants to the CRA the right to enter upon the Property and the Easement Parcel during the Inspection Period as set forth below to inspect, investigate and conduct tests and environmental audits on the Property and the Easement Parcel and take whatever action the CRA deems necessary or desirable to determine the suitability of the Property and the Easement

Parcel for the CRA's intended use. The CRA shall restore the Property and the Easement Parcel to the condition existing prior to the CRA's conducting any tests on the Property and the Easement Parcel pursuant to this Paragraph 8. To the extent allowed by law, the CRA shall hold the TOWN harmless for any damage resulting from the failure of the CRA or the agents, contractors, employees and representatives of the CRA to exercise reasonable care in the conduct of such tests, inspections or examinations.

B. The CRA shall have up to and including sixty (60) days following the Effective Date to conduct an examination of the Property and the Easement Parcel to determine the suitability of the Property and the Easement Parcel for the CRA's intended use ("Inspection Period"). During the Inspection Period, the TOWN agrees to provide the CRA with access to any documents or information which the TOWN has in its possession relating to the Property and the Easement Parcel, including, without limitation, surveys and title evidence.

C. To the extent permitted by law, the CRA shall timely pay for and hold the TOWN harmless from liability for all tests, services, inspections, audits and examinations performed on the CRA's behalf under this Paragraph 8, so that neither the Property nor the Easement Parcel becomes subject to any liens. The CRA has no authority or right to create liens upon the Property or the Easement Parcel. If such a lien occurs, the CRA shall remove same by a statutory permitted bond or otherwise within five (5) days of notice from the TOWN.

D. At any time prior to expiration of the Inspection Period, the CRA shall have the sole alternative, at its absolute discretion, of either (i) rejecting the Property and the Easement Parcel, in which event the CRA shall notify the TOWN in writing prior to the expiration of the Inspection Period of the CRA's intention to terminate this Contract, and both parties shall be released from any further rights and obligations hereunder; or (ii) accepting the Property and the Easement Parcel and proceeding with performance of the CRA's obligations hereunder and to close this transaction as provided in this Contract. In the event the CRA fails to notify the TOWN of the CRA's rejection of the Property and the Easement Parcel as provided herein, such failure shall be deemed a rejection of the Property and the Easement Parcel by the CRA and this Contract shall terminate.

9. Lease. Effective upon Closing, the CRA shall lease to the TOWN for One ($1.00) Dollar per year the property and building comprising the Existing Town Hall described in **Exhibit "A"** attached hereto. The lease agreement

("Lease") shall be in substantially the form attached hereto as **Exhibit "F"** and shall be for a term of three (3) years from the date of Closing.

10. Mortgage and Note. At Closing, the CRA shall enter into a promissory note secured by a purchase money mortgage ("Note and Purchase Money Mortgage") pledging the property described in **Exhibit "A"** attached hereto, in substantially the form attached hereto as **Exhibit "G",** to secure payment by the CRA of the unpaid principal amount of the Purchase Price. No interest on the unpaid principal amount shall accrue or be paid or payable by the CRA to the TOWN.

11. Closing Documents. At the Closing, the TOWN shall deliver to the CRA the following:

A. Special Warranty Deed in Statutory Form ("Deed"), in recordable form, conveying fee simple title to the Property, subject to those exceptions accepted by the CRA pursuant to Paragraph 6 above;

B. Permanent Easement, in recordable form;

C. Lease and Memorandum of Lease, in recordable form;

D. Note and Purchase Money Mortgage, in recordable form;

E. An affidavit from the TOWN testifying that (i) it will take no action prior to recording the Deed to the CRA adversely affecting the title to the Property and the Easement Parcel, (ii) there are no actions or proceedings now pending in any state or Federal court or other governmental body to which the TOWN is a party, including, but not limited to, proceedings in bankruptcy, receivership or insolvency, which would adversely affect the title to the Property or the Easement Parcel or the TOWN's ability to close on the sale of the Property and the Easement Parcel to the CRA; and (iii) there are no parties in possession of or with any rights to possession (except as to the Lease) of any portion of the Property and the Easement Parcel other than the CRA.

F. No-lien Affidavit;

G. A Closing Statement;

H. Form 1099; and

I. Such other instruments as the Title Insurance Company shall reasonably require, including a resolution of the TOWN authorizing the sale.

12. Place of Closing. The Closing shall be held at the offices of Billing, Cochran, Lyles, Mauro & Ramsey, P.A., SunTrust Tower, Sixth Floor, 515 East Las Olas Boulevard, Fort Lauderdale, Florida 33301, or at such other place as is agreed to by the parties.

13. Closing Date. The Closing of this transaction ("Closing") shall occur on or before thirty (30) days following the expiration of the Inspection Period, unless extended by mutual agreement of the TOWN and the CRA ("Closing Date").

14. Closing Costs. The CRA shall pay the costs of the CRA's inspection of the Property and the Easement Parcel, the CRA's attorney's fees, the costs of the Title Evidence, the cost of the Survey, and any title insurance premium. The TOWN shall pay the costs of the Florida documentary stamp tax on the Deed, the costs of recording the Deed, the Easement, the Lease or memorandum thereof, and the Mortgage, the TOWN's legal fees, and the cost of curing Title Defects or Additional Title Defects, if any, in accordance with Paragraph 6 above.

15. Condemnation. In the event that any portion of the Property or the Easement Parcel shall be threatened by or taken in condemnation or under the right of eminent domain after the Effective Date hereof and prior to the Closing Date, this Contract, at the option of the CRA, may within fifteen (15) days written notice to the TOWN: (a) be declared null and void with respect to the Property and the Easement Parcel; or (b) continue in effect and the proceeds received from such condemnation or eminent domain proceeding shall be retained by the TOWN and applied to reduce the Purchase Price; or (c) if condemnation or eminent domain proceedings are not completed, assigned at Closing to the CRA. If the CRA elects to complete the sale of the Property and the conveyance of the Easement pursuant hereto, the TOWN shall not negotiate a settlement of any pending condemnation or eminent domain proceedings without the prior written consent of the CRA.

16. Proceeds of Sale and Closing Procedure. At the Closing, the CRA shall pay to the TOWN such portion of the Purchase Price to be paid pursuant to Paragraph 5, plus or minus any prorations or adjustments permitted by this Contract.

17. Conditions Precedent. Not to the exclusion of any other conditions and remedies contained herein, the obligations of the CRA hereunder shall be subject to satisfaction of the following conditions precedent ("Conditions Precedent") on or before the Final Payment Date or as otherwise specifically provided:

A. The representations and warranties made by the TOWN herein shall be true and correct statements of fact as said facts exist as of the Final Payment Date, with the same force and effect as though such representations and warranties had been made as of the Final Payment Date; and

B. All terms, covenants and provisions of this Contract to be complied with and performed by the TOWN on or before the Final Payment Date shall have been duly complied with and performed.

C. Within three (3) years of the Closing Date, the TOWN shall complete the construction of the New Town Hall on the New Town Hall Site, evidenced by the receipt by the TOWN of a final permanent certificate of occupancy. The TOWN shall have thirty (30) days after the issuance of the final permanent certificate of occupancy to vacate the Existing Town Hall and relocate Town Hall offices to the New Town Hall.

The New Town Hall shall meet the following design requirements in accordance with the conceptual plan for the New Town Hall attached hereto as **Exhibit "H":**

(a) *Building Height*. The New Town Hall shall be designed and constructed primarily as a three (3) story building. The building height has been determined by an assessment of the programmatic requirements of the New Town Hall, as well as by understanding the relationship of building height to the adjacent streets and public spaces. Three (3) stories will be necessary to ensure that the New Town Hall is a prominent structure in the Town of Davie's downtown area.

(b) *Terminated Axis from S.W 43rd Street.* The New Town Hall will terminate the axial view from SW 43rd Street. The building shall be designed with proper siting, massing and architectural features/detailing that clearly address, and embrace, the view from SW 43rd Street. The architectural response to completing a terminated view/vista includes the use of vertical elements to enhance its composition. The New Town Hall shall feature a building entrance on this axis, and may also have a tower or cupola feature.

(c) *Architectural Style.* In order for the New Town Hall to be consistent with the desired architectural style of the Town of Davie's downtown area, the building shall be constructed according to the Town's Western Theme Guidelines.

(d) *Adjacent Public Space.* As per the preliminary design for the New Town Hall and its site, the final design and construction shall include the establishment of an outdoor public space or plaza. The public space shall be designed to accommodate various uses and may serve the New Town Hall as well as the Bergeron Rodeo Grounds, after business hours. This public space will become an important and flexible civic space in the Town of Davie's downtown area and is integral to the building's design and the site's redevelopment.

The CRA shall approve the architectural design development drawings which shall be consistent at all times with **Exhibit "H"** and the provisions of this subparagraph C**.** The CRA recognizes that such drawings may be amended from time to time during the design development phase for the New Town Hall; however, the CRA shall have the right to review and comment at all stages upon the design of the New Town Hall, including schematic design and design development drawings, prior to their final approval by the TOWN, to ensure the compatibility of the design of the New Town Hall with the vision of the CRA for the community redevelopment area. To the extent possible, the TOWN agrees to incorporate the recommendations of the CRA into the design of the New Town Hall.

The TOWN shall appoint no less than two (2) representatives recommended by the CRA to any committee to select or negotiate with design professionals, bid specification committees or committees to select construction or design/build contractors in connection with the development or construction of the New Town Hall.

D. The CRA intends to demolish the Existing Town Hall and to redevelop the property for uses that may include private and public uses described in **Exhibit "I"** attached hereto and in this subparagraph D. upon relocation of Town Hall offices to the New Town Hall. The property described in **Exhibit "A"** currently has a land use designation of RAC (Regional Activity Center) and a zoning designation of RAC-TC (Regional Activity Center – Town Center). The CRA intends to develop the site ("Redevelopment Project") for mixed uses,

including 35,000 square feet of commercial/retail and 56 residential units, and a parking garage of up to 400 spaces to provide parking for the New Town Hall and the Redevelopment Project (the use of which parking garage is more fully described in paragraph 20 hereof) in accordance with the conceptual site plan ("Conceptual Site Plan") attached hereto as **Exhibit "I".** The TOWN hereby approves the Conceptual Site Plan, including the location of the building footprint as shown on **Exhibit "I",** and acknowledges that the Redevelopment Project is consistent with the Conceptual Site Plan and will not require amendments to the land use or zoning designations currently existing on the site. The building setback line for the Redevelopment Project shall be no more than 150′ extending north from the edge of pavement (as it exists on the date of the execution of this Contract) of the westbound travel lane of Orange Drive, excluding any parking areas; the setback line is depicted on the attached **Exhibit "J".** The TOWN agrees to process and consider on an expedited basis all requests by the CRA or its agents, contractors, or representatives for development approvals in connection with the Redevelopment Project, including site plan approvals and building permit issuance. The TOWN shall approve a final site plan for the Redevelopment Project within two (2) years of the Closing Date. The issuance of final site plan approval by the Town Council (all appellate periods having expired) acceptable to the CRA shall occur before the Final Payment Date.

E. The TOWN also agrees to process and consider on an expedited basis all requests by the CRA or its agents, contractors, or representatives for development approvals in connection with the development and construction by the CRA within the Easement Parcel of the utilities and drainage facilities, including the storm water retention and storage area described in Paragraph 2 hereof.

If the Conditions Precedent set forth above are not satisfied on or before the dates provided herein, then, at the CRA's option, the CRA may: (i) waive any or all such unsatisfied Conditions Precedent; (ii) extend the Final Payment Date upon terms and conditions agreed to between the parties; or (iii) terminate this Contract by giving the TOWN written notice thereof at any time prior to the Final Closing Date (or extended Final Payment Date), in which event this Contract shall be terminated and any amounts paid to the TOWN by the CRA shall be returned to the CRA within thirty (30) days of the date of termination, the property described in **Exhibit "A"** attached hereto reconveyed by the CRA to the TOWN, and the Note and Purchase Money Mortgage released and cancelled.

18. Agreements of the TOWN. The TOWN agrees that, from the Effective Date and until the earlier to occur of termination of this Contract, expiration of this Contract, or Closing:

A. The TOWN shall maintain the Property and the Easement Parcel in the same condition as it exists as of the date of the CRA's execution of this Contract and in accordance with all requirements of any governmental authority, reasonable wear and tear excepted, which agreement shall survive the Closing;

B. The TOWN shall not encumber the Property nor the Easement Parcel nor permit the Property nor the Easement Parcel to be additionally encumbered, without the consent of the CRA, with any easements, agreements, concessions, licenses, judgments, leases or other third party rights or with any mortgage or other monetary lien or encumbrance and at or prior to Closing, any judgments, leases and third-party rights shall be terminated and/or released to the CRA's satisfaction in its sole and absolute judgment and discretion;

C. The TOWN shall promptly notify the CRA of any change in any condition with respect to the Property or the Easement Parcel or of any event or circumstance which makes, or will make, any representation or warranty of the TOWN to the CRA under this Contract untrue or misleading or any covenant of the TOWN to the CRA under this Contract incapable or less likely of being performed and shall deliver to the CRA any and all notices with respect to or affecting the Property or the Easement Parcel promptly upon receipt of same (including, without limitation, all notices with respect to real estate taxes or special assessments affecting the Property or the Easement Parcel or any portion thereof);

D. The TOWN shall, upon written request from the CRA, obtain such estoppel letters and consents to this Contract and such alternative information and certifications as the CRA may require, in form and substance acceptable to the CRA, from the holders of any mortgage, lien, security interest, judgment or other encumbrance on all or any portion of the Property or the Easement Parcel or against the TOWN; and

19. Further Agreements of TOWN.

A. The TOWN agrees to process and submit an application for plat approval according to the requirements of Broward County and the TOWN to include the property described in **Exhibit "A"** attached hereto and the New Town Hall Site. The CRA agrees to pay one half the costs associated with the application

for plat approval. Each party will be responsible for the payment of land development fees assessed by Broward County including concurrency fees and impact fees attributable to level of development of each party, i.e. the TOWN is responsible for fees in connection with the New Town Hall and the CRA is responsible for fees in connection with the Redevelopment Project. To the extent that the allocation of costs and fees cannot be reasonably determined, the parties will each pay one half.

B. To the extent legally permissible, the TOWN agrees to waive any and all fees and charges, including, but not limited to, application fees, development fees, review fees, planning, zoning, building and engineering department fees, building permit fees, plat and site plan application and review fees, water and sewer impact fees and charges, and fire inspection fees, of whatever kind or nature, in connection with the Redevelopment Project, including construction of the parking garage.

C. The TOWN shall cooperate with the CRA with respect to the CRA's efforts to obtain governmental approvals, including, but not limited to, executing any and all necessary applications and other documents and furnishing information, provided such cooperation shall be at no cost to the TOWN.

20. Agreement of the CRA. The CRA agrees to construct at CRA expense a parking garage of up to 400 parking spaces. The parking garage will be owned by the CRA; however, the CRA will provide parking spaces on a non exclusive basis, and at such locations to be determined by the CRA in its sole discretion, to the Town to provide parking for the New Town Hall. The number of spaces allocated to the Town to provide parking for the New Town Hall shall be determined in accordance with the requirements of the Town's Code of Ordinances in effect at the time of development of the New Town Hall. The CRA reserves the right to assign parking spaces in the garage for the exclusive use of the Redevelopment Project. The TOWN and the CRA shall agree upon an interim plan for parking to serve the Existing Town Hall at the Bergeron Rodeo Grounds during the period of construction of the parking garage.

21. Representations and Warranties of the TOWN. The TOWN represents and warrants to the CRA as follows, which representations and warranties shall be deemed made by the TOWN to the CRA as of the Effective Date, and shall survive Closing or any termination of this Contract for a period of three (3) years, and the TOWN acknowledges that, but for such representations and warranties, the CRA would not execute this Contract:

A. This Contract, and the consummation of the transactions described herein, and all agreements, instruments and documents herein provided to be executed or to be caused to be executed by the TOWN have been or shall be, duly authorized, executed and delivered by, and, upon delivery thereof, shall be binding upon and enforceable against the TOWN in accordance with their respective terms.

B. The TOWN has the legal right, power and authority to enter into this Contract and to perform all of its obligations hereunder, and the execution and delivery of this Contract and the performance by the TOWN of its obligations hereunder shall not conflict with or result in a breach of any law or regulation, or order, judgment, writ, injunction or decree of any court or governmental instrumentality or any agreement or instrument to which the TOWN is a party or by which the TOWN is bound or to which the TOWN or any portion of the Property or the Easement Parcel is subject.

C. The TOWN has not granted any option or other right to purchase or otherwise acquire any portion of the Property or the Easement Parcel, or any interest therein, to any party except the CRA pursuant to this Contract.

D. The TOWN holds record fee simple absolute title to the Property and the Easement Parcel.

E. To the best knowledge of the TOWN, The TOWN has not received any notice of violation of any applicable law pertaining to the Property, or the Easement Parcel, or any portion thereof, the provisions of which have not been complied with, nor does the TOWN have knowledge of any such violation.

F. To the best knowledge of the TOWN, there are no pending actions, suits, claims or legal proceedings affecting the Property or the Easement

Parcel, or any portion thereof, at law or in equity, before any court or governmental agency.

G. The TOWN has not, nor, to the best knowledge of the TOWN, has any predecessor in title, executed or caused to be executed any document with or for the benefit of any governmental authority restricting the development, use or occupancy of the Property or the Easement Parcel.

H. As of the Effective Date, to the TOWN's actual knowledge no Hazardous Substances (as hereinafter defined) have been released or discharged into the groundwater under the Property or on the Property, or under or on the Easement Parcel, and no Hazardous Substances are present on the Property or the Easement Parcel in violation of any state, local or federal rule or statute.

22. Representations and Warranties of the CRA. The CRA represents and warrants that it has the lawful authority to purchase the Property and the Easement and to otherwise carry out the terms of this Contract, and the execution and delivery of this Contract and the performance thereof is not prohibited by or inconsistent with any agreement to which the CRA is a party or pursuant to which the CRA exists as a legal entity.

23. Hazardous Substances. If, at any time during the term of this Contract, the TOWN shall discover any Hazardous Substances on, under or about the Property or the Easement Parcel, the CRA may (i) proceed to close the transaction, or (ii) terminate this Contract by providing the TOWN with written notice thereof within thirty (30) days following such discovery by the CRA, in which event this Contract shall be terminated. As used herein, the term "Hazardous Substances" means petroleum, petroleum products, asbestos, asbestos containing materials, lead, lead containing materials, any other hazardous, toxic or dangerous substance, material, or waste as defined for purposes of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, *et seq.* ("CERCLA"); Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 *et seq.* ("HMTA"); the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, *et seq.* ("RCRA"), and all amendments to the foregoing, or any other federal, state or local law, ordinance, rule or regulation applicable to the Property, and establishing liability, standards or required action as to discharge, spillage, storage, uncontrolled loss, seepage, filtration, disposal, removal, use or existence of a hazardous, toxic or dangerous substance, material or waste.

24. Legal Proceedings.

A. Each party acknowledges that this Contract is a sophisticated legal document. Accordingly, justice will best be served if issues regarding this Contract are heard by a judge in a court proceeding, and not a jury. Each party agrees that any claim, demand, action, or cause of action, with respect to any action, proceeding, claim, counterclaim, or cross-claim, whether in contract or in tort (regardless if the tort action is presently recognized or not), cased on, arising out of, in connection with or in any way related to this Contract, the documents (including, without limitation, any declaration), any course of conduct, course of dealing, verbal or written statement, validation, protection, enforcement action or omission of any party shall be heard by a judge in a court proceeding and not a jury.

B. The party prevailing in such dispute shall be entitled to recover all costs incurred, including reasonable attorney's fees and costs, whether incurred before trial, at trial, in bankruptcy proceedings, or on appeal.

25. Default and Termination. In the event of a failure by the CRA or the TOWN to perform any obligation or covenant which either of them is obligated to perform under this Contract, except for the failure to close in accordance with the terms of this Contract, which failure shall constitute an immediate default hereunder, no default shall occur until notice thereof is given to the defaulting party by the other party hereto asserting an event of default has occurred, describing the nature of the default, and giving a period of five (5) days to cure the default, if readily curable by the payment of money, or a period of thirty (30) days to cure the default, if not readily curable by the payment of money. If after notice and the cure period provided in the preceding sentence, the CRA is in default, then the TOWN shall have any and all remedies available to it pursuant to law or in equity in order to obtain enforcement of the terms of this Contract, including seeking termination or the reconveyance of the property described in **Exhibit "A"** attached hereto to the TOWN. If the TOWN fails to perform any of its covenants set forth in this Contract or fails to properly convey the Property or the Easement when obligated to do so in accordance with the terms hereof, the CRA shall have any and all remedies available to it pursuant to law or in equity in order to obtain enforcement of the terms of this contract, including specific performance against the TOWN or termination of the Contract and obtaining a return of all amounts paid by the CRA to the TOWN within thirty (30) days of the date of termination.

26. Assignment. This Contract shall not be assigned by the CRA or the TOWN without the prior written consent of the other party.

27. Persons Bound. The benefits and obligations of the covenants herein shall inure to and bind the respective successors and assigns of the parties hereto.

28. Survival of Covenants, Warranties and Representations. The terms, covenants, representations, and warranties of this Contract made by the TOWN shall be continuing, and shall be deemed remade by the TOWN as of the Closing Date with the same force and effect as if in fact specifically remade at that time. All representations and warranties, agreements and covenants shall survive the Closing for a period of three (3) years and shall not merge into any instrument of conveyance delivered at Closing.

29. Notices. All notices, request, consents, instructions, and communications required or permitted under this Contract shall be in writing and shall be (as elected by the person giving such notice) hand-delivered by messenger or nationally recognized overnight courier service, or mailed (air mail if international) by registered or certified mail (postage prepaid), return receipt requested, and addressed to each party at their respective addresses as set forth below or to such other addresses any party may designate by notice complying with the terms of this Paragraph 28.

IF TO TOWN: Town of Davie, Florida
6591 Orange Drive
Davie, Florida 33314
Telephone No. (954) 797-1030
Attn: Town Administrator

Copy to: John Rayson, Esq., Town Attorney
2400 East Oakland Park Boulevard
Fort Lauderdale, Florida 33306

IF TO CRA: Davie Community Redevelopment Agency
Attn: Redevelopment Administrator
3921 S.W. 47th Avenue, Suite 1008
Davie, Florida 33314
Telephone No. (954) 797-2093

Copy to: Susan F. Delegal, Esq., CRA Attorney
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
SunTrust Tower, Sixth Floor
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
Telephone No. (954) 764-7150

Each such notice, request, or other communication shall be considered given and shall be deemed delivered (a) on the date delivered if by personal delivery or courier service; (b) on the date of transmission with confirmed answer back if by telex or telegraph or telecopier if transmitted before 5:00 p.m. on a business day, and on the next business day if transmitted after 5:00 p.m. or on a nonbusiness day; or (c) on the date on which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case my be, if mailed. Rejection, refusal to accept, or inability to deliver of which no notice was given shall be deemed to be a receipt of such notice, request, or other communication. The respective attorneys for the TOWN and the CRA are hereby authorized to give any notice pursuant to this Contract on behalf of their respective clients.

30. Miscellaneous.

A. Counterparts. This Contract may be executed in any number of counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same agreement.

B. Governing Law; Venue. This Contract shall be governed by Florida law. No amendments to this Contract shall be effective unless signed by both parties and in writing. Venue for any legal proceedings shall be in Broward County, Florida.

C. Complete Agreement. This Contract evidences the complete understanding of the parties hereto as respects the matters addressed herein. No agreement or representation, unless set forth in this Contract, shall bind either of the parties hereto.

D. Partial Invalidity. In the event that any paragraph or portion of this Contract is determined to be unconstitutional, unenforceable or invalid, such paragraph or portion of this Contract shall be stricken from and construed for all purposed not to constitute a part of this Contract, and the remaining portion of this

Contract shall remain in full force and effect and shall, for all purposes, constitute the entire agreement.

E. Construction of Contract. All parties hereto acknowledge that they have had the benefit of independent counsel with regard to this Contract and that this Contract has been prepared as a result of the joint efforts of all parties and their respective counsel. Accordingly, all parties agree that the provisions of this Contract shall not be construed or interpreted for or against any party hereto based upon authorship.

F. Waiver of Breach. The failure of any party hereto to enforce any provisions of this Contract shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Contract, or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Contract shall be held to constitute a waiver of any other or subsequent breach.

G. Time. Time is of the essence of this Contract.

31. Recordation. Neither this Contract, nor any memorandum hereof, shall be recorded in the Public Records of Broward County, Florida, or any other county.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this instrument as of the day
and year first above written.

WITNESSES:

TOWN OF DAVIE, FLORIDA

sign _____

_____

By: Judy Paul, Mayor

print _____

Attest:

sign _____

_____

print _____

Town Clerk

WITNESSES:

DAVIE COMMUNITY REDEVELOPMENT AGENCY

sign _____

_____

Chair

print _____

Attest:

sign _____

_____

print _____

Redevelopment Administrator

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY TO BE PURCHASED BY CRA

4341 S.W. 62nd Avenue
Davie, Florida 33314

STONER & ASSOCIATES, INC.
SURVEYORS - MAPPERS
Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997
Fax (954) 585-3927

RECORDING AREA

LEGAL DESCRIPTION OF:

A PORTION OF TRACT 46
EVERGLADE LAND SALES CO.
SUBDIVISION OF SECTION 27, TOWNSHIP 50 SOUTH, RANGE 41 EAST
P.B. 2, PG. 34, M-D.C.R.
TOWN OF DAVIE, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF TRACT 46, OF EVERGLADE LAND SALES CO. SUBDIVISION 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 MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 615.30 FEET OF SAID TRACT 46 LESS THE EAST 50.00 FEET THEREOF;

LESS THE WEST 80.00 FEET OF THE EAST 130.00 FEET OF THE SOUTH 100.00 FEET OF SAID TRACT 46.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

NOTES:

1. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.
2. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY. (THIS IS NOT A SURVEY).
3. THIS SKETCH OF DESCRIPTION WAS PREPARED BY THIS FIRM WITHOUT THE BENEFIT OF A TITLE SEARCH. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORED BY STONER & ASSOCIATES, INC.
4. THE BEARINGS SHOWN HEREON ARE BASED ON N.01°40'19"W., ALONG THE WEST LINE OF THE N.E. 1/4 OF SECTION 26-50-41.
5. THE PARCEL CONTAINS AN AREA OF 3.779 ACRES (164,604 SQUARE FEET) MORE OR LESS.

DATE: Jul 15, 2009 - 9:06am EST FILE: F:\Draw\town of davie\08-7182 Town Hall - Bergeron Rodeo\dwg\08-7182 SD Town Hall Complex.dwg

CERTIFICATE:
THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

REVISIONS	DATE	BY

WALTER DE LA ROCHA
PROFESSIONAL SURVEYOR AND MAPPER NO. 6081 - STATE OF FLORIDA

THE MATERIAL SHOWN HEREON IS THE PROPERTY OF STONER & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF STONER & ASSOCIATES, INC.
COPYRIGHT © 2009

DATE OF SKETCH:	DRAWN BY	CHECKED BY	FIELD BOOK
07/15/09	WDLR	JDS	N/A

SEAL
NOT VALID UNLESS SEALED HERE WITH AN EMBOSSED SURVEYOR'S SEAL

SHEET 1 OF 2

SKETCH NO 08-7182
SD TH COMPLEX

STONER & ASSOCIATES, INC.
SURVEYORS - MAPPERS
Florida Licensed Survey and Mapping Business No. 6633

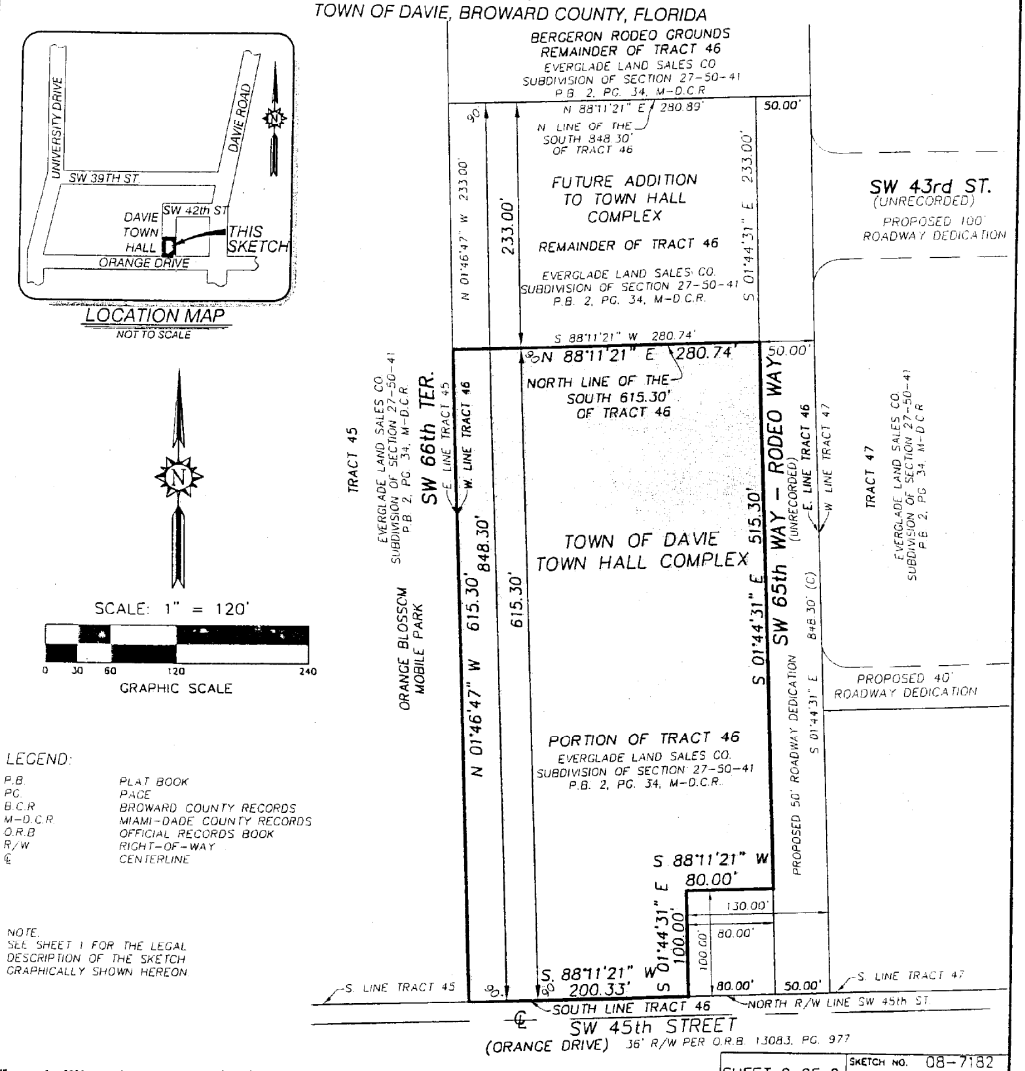
4341 S.W. 62nd AVE.
Davie, Florida 33314

Tel. (954) 585-0997
Fax (954) 585-3927

RECORDING AREA

SKETCH OF DESCRIPTION OF:

A PORTION OF TRACT 46
EVERGLADE LAND SALES CO.
SUBDIVISION OF SECTION 27, TOWNSHIP 50 SOUTH, RANGE 41 EAST
P.B. 2, PG. 34, M-D.C.R.
TOWN OF DAVIE, BROWARD COUNTY, FLORIDA



LEGEND:

P.B.	PLAT BOOK
PG.	PAGE
B.C.R.	BROWARD COUNTY RECORDS
M-D.C.R.	MIAMI-DADE COUNTY RECORDS
O.R.B.	OFFICIAL RECORDS BOOK
R/W	RIGHT-OF-WAY
℄	CENTERLINE

NOTE:
SEE SHEET 1 FOR THE LEGAL DESCRIPTION OF THE SKETCH GRAPHICALLY SHOWN HEREON

DATE: Jul 15, 2009 - 9:05am EST FILE: F:\Draw\Town of davie\08-7182 Town Hall - Bergeron Rodeo\dwg\08-7182 SD Town Hall Complex.dwg

SHEET 2 OF 2

SKETCH NO. 08-7182
SD TH COMPLEX

EXHIBIT "B"

SKETCH AND LEGAL DESCRIPTION OF NEW ROAD
AND UTILITY RIGHT OF WAY

4341 S.W. 62nd Avenue
Davie, Florida 33314

STONER & ASSOCIATES, INC.
SURVEYORS - MAPPERS
Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997
Fax (954) 585-3927

RECORDING AREA

LEGAL DESCRIPTION OF:

A PORTION OF TRACT 47
EVERGLADE LAND SALES CO.
SUBDIVISION OF SECTION 27, TOWNSHIP 50 SOUTH, RANGE 41 EAST
P.B. 2, PG. 34, M-D.C.R.
TOWN OF DAVIE, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF TRACT 47, OF EVERGLADE LAND SALES CO. SUBDIVISION 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 MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID TRACT 47;

THENCE SOUTH 01°42'37" EAST, ALONG THE EAST LINE OF SAID TRACT 47, A DISTANCE OF 525.00 FEET TO A POINT ON A LINE 525.00 SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACT 47 AND TO REFERENCE POINT "A";

THENCE SOUTH 88°11'21" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 64.96 FEET TO A POINT OF CUSP OF A TANGENT CURVE CONCAVE TO THE NORTHWEST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF SOUTH 01°48'39" EAST;

THENCE EASTERLY, NORTHEASTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A CENTRAL ANGLE OF 89°53'58" AND A RADIUS OF 25.00 FEET FOR AN ARC DISTANCE OF 39.23 FEET TO A POINT OF TANGENCY AND TO POINT OIN A LINE 40.00 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF TRACT 47;

THENCE NORTH 01°42'37" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 500.04 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 47;

THENCE NORTH 88°11'21" EAST, ALONG SAID NORTH LINE OF TRACT 47, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING (1).

TOGETHER WITH:

A PARCEL OF LAND BEING A PORTION OF TRACT 47, OF EVERGLADE LAND SALES CO. SUBDIVISION 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 MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE AFOREMENTIONED REFERENCE POINT "A";

THENCE SOUTH 01°42'37" EAST, ALONG THE EAST LINE OF SAID TRACT 47, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING (2) AND TO A POINT ON A LINE 625.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACT 47,

DATE Jul 15, 2009 - 2:42pm EST FILE F:\Drw\Town of Davie\08-7182 Town Hall - Bergeron Rodeo\dwg\08-7182 ACCESS ROAD.dwg

CERTIFICATE:
THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

REVISIONS	DATE	BY

WALTER DE LA ROCHA
PROFESSIONAL SURVEYOR AND MAPPER NO. 6081 - STATE OF FLORIDA

DATE OF SKETCH:	DRAWN BY	CHECKED BY	FIELD BOOK
07/15/09	WDLR	JDS	N/A

THE MATERIAL SHOWN HEREON IS THE PROPERTY OF STONER & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF STONER & ASSOCIATES, INC.
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SEAL
NOT VALID UNLESS SEALED HERE WITH AN EMBOSSED SURVEYOR'S SEAL

SHEET 1 OF 3

SKETCH NO 08-7182 ACCESS ROAD

4341 S.W. 62nd AVE.
Davie, Florida 33314

STONER & ASSOCIATES, INC.
SURVEYORS - MAPPERS
Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997
Fax (954) 585-3927

RECORDING AREA

SKETCH OF DESCRIPTION OF:
A PORTION OF TRACT 47
EVERGLADE LAND SALES CO.
SUBDIVISION OF SECTION 27, TOWNSHIP 50 SOUTH, RANGE 41 EAST
P.B. 2, PG. 34, M-D.C.R.
TOWN OF DAVIE, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION (CONT.):

THENCE SOUTH 01°42'37" EAST, ALONG THE EAST LINE OF SAID TRACT 47, A DISTANCE OF 425.12 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 266.77 FEET OF SAID TRACT 47;

THENCE SOUTH 88°11'14" WEST, ALONG SAID NORTH LINE OF THE SOUTH 266.77 FEET OF TRACT 47, A DISTANCE OF 330.58 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 47;

THENCE NORTH 01°44'31" WEST, ALONG SAID WEST LINE OF TRACT 47, A DISTANCE OF 65.03 FEET TO A POINT OF CUSP OF A TANGENT CURVE CONCAVE TO THE NORTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF SOUTH 88°15'29" WEST;

THENCE SOUTHERLY, SOUTHEASTERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°04'15" AND A RADIUS OF 25.00 FEET FOR AN ARC DISTANCE OF 39.30 FEET TO A POINT OF TANGENCY AND TO A POINT ON A LINE 40.00 FEET NORTH OF AND PARALLEL TO SAID NORTH LINE OF THE SOUTH 266.77 FEET OF TRACT 47;

THENCE NORTH 88°11'14" EAST, ALONG SAID PARALLEL LINE AND ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 240.61 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHWEST;

THENCE EASTERLY, NORTHEASTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A CENTRAL ANGLE OF 89°53'51" AND A RADIUS OF 25.00 FEET FOR AN ARC DISTANCE OF 39.23 FEET TO A POINT OF TANGENCY AND TO POINT OIN A LINE 40.00 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF TRACT 47;

THENCE NORTH 01°42'37" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 335.12 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHERLY, NORTHWESTERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°06'02" AND A RADIUS OF 25.00 FEET FOR AN ARC DISTANCE OF 39.31 FEET TO A POINT OF TANGENCY AND TO A POINT ON A LINE 625.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF TRACT 47;

THENCE NORTH 88°11'21" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 64.96 FEET TO THE POINT OF BEGINNING (2).

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

NOTES:
1. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.
2. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY. (THIS IS NOT A SURVEY).
3. THIS SKETCH OF DESCRIPTION WAS PREPARED BY THIS FIRM WITHOUT THE BENEFIT OF A TITLE SEARCH. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORED BY STONER & ASSOCIATES, INC.
4. THE BEARINGS SHOWN HEREON ARE BASED ON N.01°40'19"W., ALONG THE WEST LINE OF THE N.E. 1/4 OF SECTION 26-50-41.
5. THE PARCEL CONTAINS A TOTAL AREA OF 1.151 ACRES (50,165 SQUARE FEET) MORE OR LESS.

4341 S.W. 62nd AVE.
Davie, Florida 33314

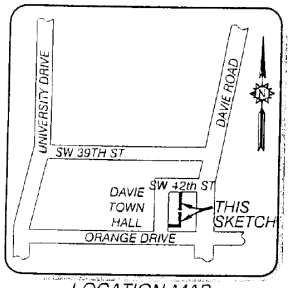
STONER & ASSOCIATES, INC.
SURVEYORS - MAPPERS
Florida Licensed Survey and Mapping Business No. 6633

Tel. (954) 585-0997
Fax (954) 585-3927

RECORDING AREA

SKETCH OF DESCRIPTION OF:

A PORTION OF TRACT 47
EVERGLADE LAND SALES CO.
SUBDIVISION OF SECTION 27, TOWNSHIP 50 SOUTH, RANGE 41 EAST
P.B. 2, PG. 34, M-D.C.R.
TOWN OF DAVIE, BROWARD COUNTY, FLORIDA



LOCATION MAP
NOT TO SCALE

SCALE: 1" = 150'

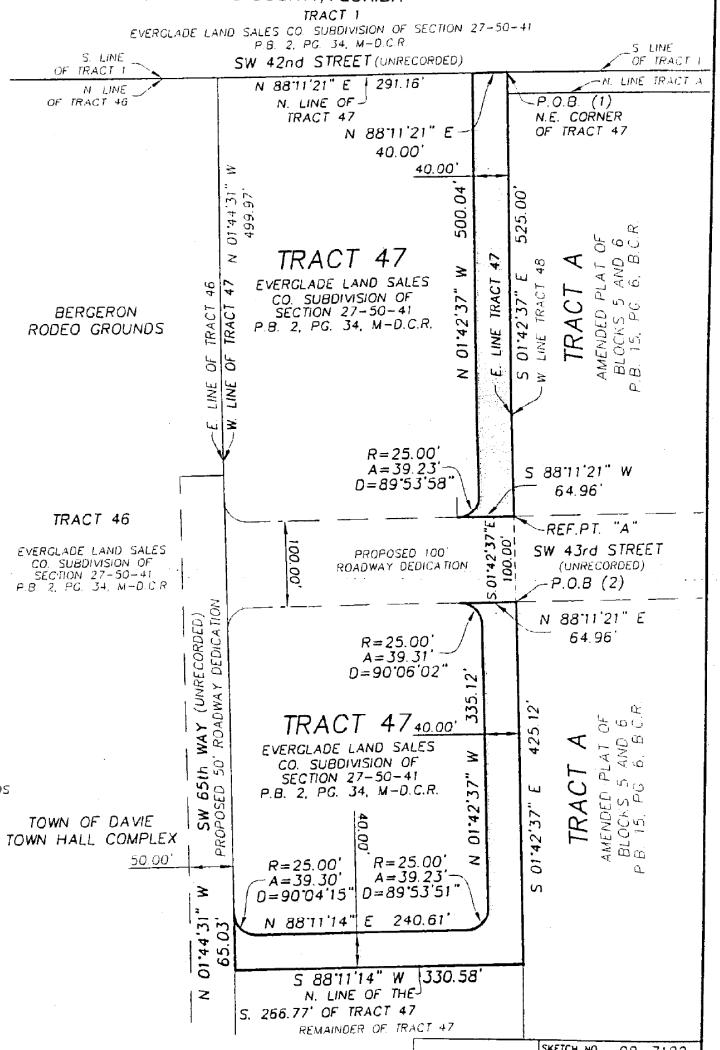
GRAPHIC SCALE

LEGEND:

P.O.C	POINT OF COMMENCEMENT
P.O.B	POINT OF BEGINNING
P.B	PLAT BOOK
PG	PAGE
B.C.R	BROWARD COUNTY RECORDS
M-D.C.R	MIAMI-DADE COUNTY RECORDS
O.R.B	OFFICIAL RECORDS BOOK
R/W	RIGHT-OF-WAY
℄	CENTERLINE
Δ	DELTA (CENTRAL) ANGLE
R	RADIUS
A	ARC LENGTH
REF.PT	REFERENCE POINT

SKETCH TOTAL AREA=1.151 ACRES
(50,165 SQUARE FEET, MORE OR LESS)

NOTE:
SEE SHEET 1 FOR THE LEGAL DESCRIPTION OF THE SKETCH GRAPHICALLY SHOWN HEREON



DATE: Jul 15, 2009 - 2:43pm EST FILE: F:\Draw\Town of davie\08-7182 Town Hall - Bergeron Rodeo\dwg\08-7182 ACCESS ROAD.dwg

SHEET 3 OF 3

SKETCH NO. 08-7182
ACCESS ROAD

EXHIBIT "C"

SKETCH AND LEGAL DESCRIPTION OF
EXISTING ROAD

4341 S.W. 62nd Avenue
Davie, Florida 33314

STONER & ASSOCIATES, INC.
SURVEYORS - MAPPERS
Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997
Fax (954) 585-3927

RECORDING AREA

LEGAL DESCRIPTION OF:

PORTIONS OF TRACTS 46 & 47 , EVERGLADE LAND SALES CO. SUBDIVISION OF SECTION 27-50-41, P.B. 2,PG. 34, M-D.C.R.
A PORTION OF TRACT A, AMENDED PLAT OF BLOCK 5 AND 6, FIRST ADDITION TO DAVIE, P.B. 15, PG. 6, B.C.R.

TOWN OF DAVIE, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF TRACT 46, OF EVERGLADE LAND SALES CO. SUBDIVISION 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 MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 50 FEET OF THE SOUTH 848.30 FEET OF SAID TRACT 46.

TOGETHER WITH:

A PARCEL OF LAND BEING A PORTION OF TRACT 47, OF EVERGLADE LAND SALES CO. SUBDIVISION 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 MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT 47;

THENCE SOUTH 01°42'37" EAST, ALONG THE EAST LINE OF SAID TRACT 47, A DISTANCE OF 525.00 FEET TO THE POINT OF BEGINNING AND TO A POINT ON A LINE 525.00' SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACT 47;

THENCE CONTINUE SOUTH 01°42'37" EAST, ALONG SAID EAST LINE OF TRACT 47, A DISTANCE OF 100.00 FEET TO A POINT ON A LINE 625.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF TRACT 47;

THENCE SOUTH 88°11'21" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 305.84 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE WESTERLY, SOUTHWESTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A CENTRAL ANGLE OF 89°55'52" AND A RADIUS OF 25.00 FEET FOR AN ARC DISTANCE OF 39.24 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 47;

THENCE NORTH 01°44'31" WEST, ALONG SAID WEST LINE OF TRACT 47, A DISTANCE OF 150.00 FEET TO A POINT OF CUSP OF A TANGENT CURVE CONCAVE TO THE NORTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF SOUTH 88°15'29" WEST;

THENCE SOUTHERLY, SOUTHEASTERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A CENTRAL ANGLE OF 90°04'08" AND A RADIUS OF 25.00 FEET FOR AN ARC DISTANCE OF 39.30 FEET TO A POINT OF TANGENCY,

THENCE NORTH 88°11'21" EAST, ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 305.84 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

THE SOUTH 100.00 FEET OF THE NORTH 600.00 FEET OF TRACT A, OF AMENDED PLAT OF BLOCK 5 AND 6, FIRST ADDITION TO DAVIE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

NOTES
1. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD
2. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY. (THIS IS NOT A SURVEY).
3. THIS SKETCH OF DESCRIPTION WAS PREPARED BY THIS FIRM WITHOUT THE BENEFIT OF A TITLE SEARCH. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORED BY STONER & ASSOCIATES, INC.
4. THE BEARINGS SHOWN HEREON ARE BASED ON N.01°40'19"W., ALONG THE WEST LINE OF THE N.E. 1/4 OF SECTION 26-50-41.
5. THE PARCEL CONTAINS AN AREA OF 2.407 ACRES (104,833 SQUARE FEET) MORE OR LESS.

DATE: Jul 15, 2009 - 12:57pm EST FILE: F:\Drawing\Town of Davie\08-7182 Town Hall - Bergeron Rodeo\dwg\08-7182 65WAY-43 ST.dwg

CERTIFICATE:
THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

REVISIONS	DATE	BY

WALTER DE LA ROCHA
PROFESSIONAL SURVEYOR AND MAPPER NO. 6081 - STATE OF FLORIDA

DATE OF SKETCH:	DRAWN BY	CHECKED BY	FIELD BOOK
07/15/09	WDLR	JDS	N/A

THE MATERIAL SHOWN HEREON IS THE PROPERTY OF STONER & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF STONER & ASSOCIATES, INC.
COPYRIGHT © 2009

SEAL
NOT VALID UNLESS SEALED HERE WITH AN EMBOSSED SURVEYOR'S SEAL

SHEET 1 OF 2

SKETCH NO. 08-7182 65WAY-43ST

4341 S.W. 62nd AVE.
Davie, Florida 33314

STONER & ASSOCIATES, INC.
SURVEYORS - MAPPERS
Florida Licensed Survey and Mapping Business No. 6633

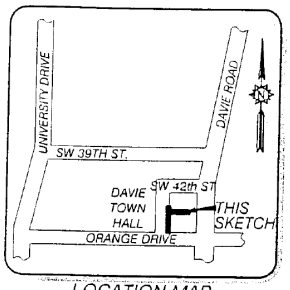
Tel. (954) 585-0997
Fax (954) 585-3927

RECORDING AREA

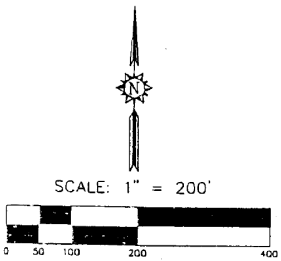
SKETCH OF DESCRIPTION OF:

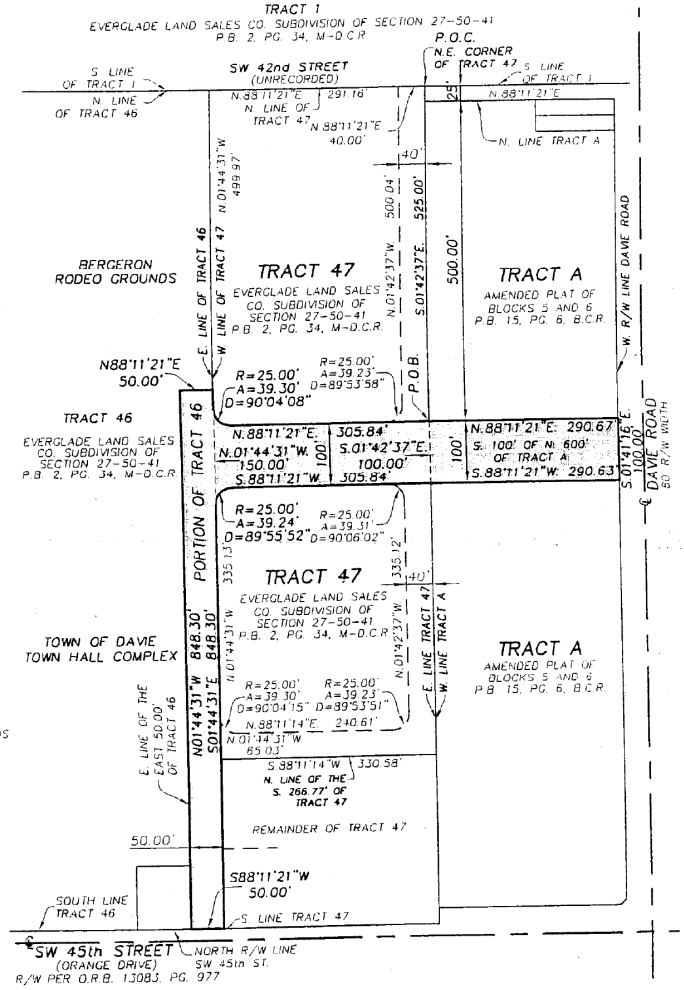
PORTIONS OF TRACTS 46 & 47, EVERGLADE LAND SALES CO. SUBDIVISION OF SECTION 27-50-41, P.B. 2, PG. 34, M-D.C.R.
A PORTION OF TRACT A, AMENDED PLAT OF BLOCK 5 AND 6, FIRST ADDITION TO DAVIE, P.B. 15, PG. 6, B.C.R.

TOWN OF DAVIE, BROWARD COUNTY, FLORIDA



LOCATION MAP
NOT TO SCALE





LEGEND:

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.B.	PLAT BOOK
PG.	PAGE
B.C.R.	BROWARD COUNTY RECORDS
M-D.C.R.	MIAMI-DADE COUNTY RECORDS
O.R.B.	OFFICIAL RECORDS BOOK
R/W	RIGHT-OF-WAY
℄	CENTERLINE
Δ	DELTA (CENTRAL) ANGLE
R	RADIUS
A	ARC LENGTH

SKETCH TOTAL AREA=2.407 ACRES
(104,833 SQUARE FEET, MORE OR LESS)

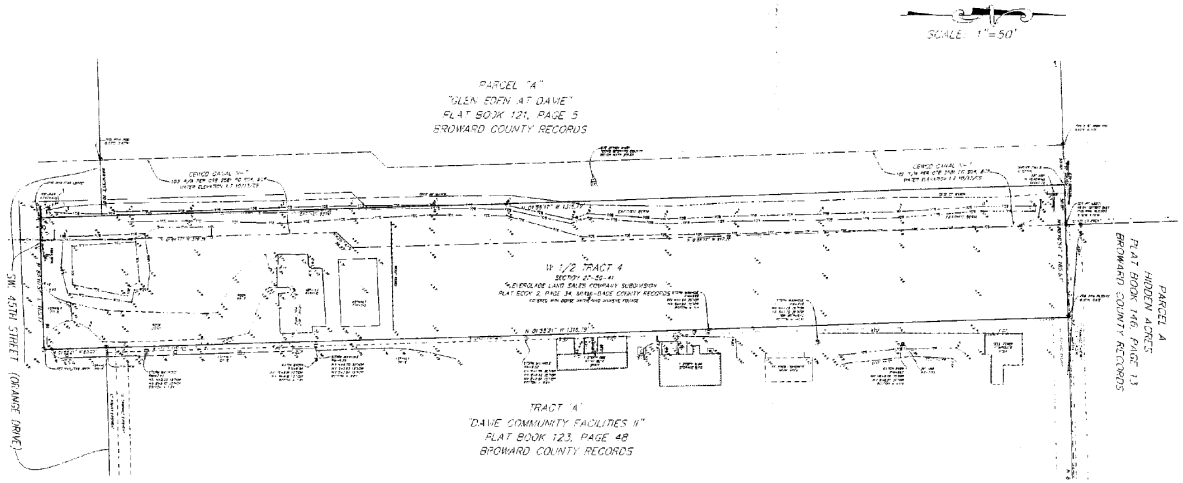
NOTE:
SEE SHEET 1 FOR THE LEGAL DESCRIPTION OF THE SKETCH GRAPHICALLY SHOWN HEREON

SHEET 2 OF 2 | SKETCH NO. 08-7182

EXHIBIT "D"

LEGAL DESCRIPTION OF EASEMENT FOR
STORMWATER RETENTION AREA

SKETCH OF SURVEY
BOUNDARY AND TOPOGRAHPIC SURVEY



LEGEND

⊥	ANCHOR
BFP	BACK FLOW PREVENTER
●	BOLLARD
	CATCH BASIN
	CONCRETE LIGHT POLE
⊠	ELECTRICAL PULL BOX
	FIRE HYDRANT
	FIBER OPTIC TERRESTIAL
	HARRISS LIGHT & SQUARE
	SANITARY MANHOLE
	TECO
	SANITARY SEWER CLEAN OUT
	STORM MANHOLE
	TELEPHONE PEDESTAL
	TELEPHONE PULL BOX
	TRANSFORMER PAD
	WATER METER
	WATER VALVE
	WOOD LIGHT POLE
	WOOD TELEPHONE POLE
	WOOD POWER POLE

LEGEND

BCR	BROWARD COUNTY RECORDS
BLDG	BUILDING
BW	BOTTOM WALL
CBWCD	CENTRAL BROWARD WATER CONTROL DISTRICT
CLF	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
CONC	CONCRETE
HDPE	HIGH DENSITY POLYETHYLENE PIPE
INV	INVERT ELEVATION
M	RDG ROD
MC	RDG ROD W/CAP
LB	LICENSED BUSINESS
OHW	OVER HEAD WIRES
ORB	OFFICIAL RECORDS BOOKS
PB	PLAT BOOK
PG	PAGE
PLS	PROFESSIONAL LAND SURVEYOR
RLS	REGISTERED LAND SURVEYOR
R/W	RIGHT-OF-WAY
TRANS	TRANSFORMER

SURVEYOR'S NOTES:

1. THIS SURVEY DRAWING WAS PREPARED FOR THE EXCLUSIVE USE OF THE TOWN OF DAVIE COMMUNITY REDEVELOPMENT AGENCY FOR THE EXPRESS PURPOSE STATED HEREIN AND AS CONTAINED IN THE CONTRACT WITH REFERENCED CLIENT FOR THIS PROJECT.
2. THE PURPOSE OF THIS SURVEY IS TO RECORD BOUNDARY AND RIGHT OF WAY VIOLATIONS AND TO LOCATE VISIBLE FIXED IMPROVEMENTS AND OBVIOUS TOPOGRAPHIC LOCATIONS AND ELEVATIONS WITHIN THE PROPERTY FOR ENGINEERING DESIGN PURPOSES. NEITHER IS THIS COMPANY THE TOPOGRAPHER THAN THOSE LISTED HEREIN WERE SURVEYED WITHOUT THE PRIOR WRITTEN CONSENT OF THIS COMPANY. THE INFORMATION SHOWN HEREON SHALL BE CONSIDERED TO GIVE ANY RIGHTS OR DEFENSE TO ANYONE OTHER THAN THOSE LISTED TO.
3. THE EXPRESSED USE OF THIS SURVEY AND MAP IS FOR COMMERCIAL/HIGH RISK. THEREFORE THIS SURVEY IS CLASSIFIED AS COMMERCIAL/HIGH RISK USAGE AND EXCEEDS THE VERTICAL RELATIVE DISTANCE ACCURACY OF 1 FOOT IN 10,000 FEET AS REQUIRED BY THE FLORIDA MINIMUM TECHNICAL STANDARDS (61G17-6, F.A.C.).
4. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=50' OR SMALLER. HORIZONTAL FEATURE LOCATIONS ARE TO THE CENTER OF THE SYMBOL AND MAY BE ENLARGED FOR CLARITY AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.
5. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 1929) AND REFERENCED TO BROWARD COUNTY ENGINEERING DEPARTMENT SECTION MAP # 27E13 IN SECTION 27-50-41, DESCRIBED AT SQUARE CUT IN HEADWALL, 21' NORTH OF NORTH EDGE OF PAVEMENT GRADE ROAD AT EDGE OF WATER 11.7 CANAL ON WEST SIDE WHICH WAS LOCATED ON THE SOUTH OF THE EXPRESSWAY NORTH OF STORAGE DRIVE. ON THE EAST SIDE OF 70th TERR. ELEVATION = 8.354
6. THE ELEVATIONS SHOWN HEREON ARE FOR THE PURPOSE OF INDICATING CUT ELEVATION AT THE POSITION SHOWN AND TO NO WAY INDICATE ELEVATIONS AT ANY OTHER POINT THAN SHOWN HEREON. THE ELEVATIONS DO NOT MAY REFLECT THE SOIL CONDITIONS OR SUBSURFACE CONDITIONS.
7. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUME MERIDIAN. THE EAST BOUNDARY OF THE SUBJECT PROPERTY BEARS NORTH 01°55'21" WEST.
8. THE TOPOGRAPHICAL MEASUREMENTS SHOWN HEREON WERE OBTAINED USING A LEICA TC-705 REFLECTOLESS TOTAL STATION AND TDS DATA COLLECTION SOFTWARE. THE ACCURACY OF CONTROL SURVEY DATA HAS BEEN VERIFIED BY BREAKOUT MEASUREMENTS OR TRAVERSE CLOSURES.
9. EASEMENTS, RIGHTS OF WAY AND OTHER SIMILAR MATTERS OF RECORDS ARE BASED ON THE DATA AS SHOWN HEREON UNLESS OTHERWISE NOTED.

DESCRIPTION:

THE WEST 1/2 OF TRACT 4 IN SECTION 27, TOWNSHIP 50 SOUTH, RANGE 41 EAST, OF EVERGLADE LAND SALES COMPANY SUBDIVISION OF SECTIONS 27 AND 34 AND THE WEST 1/2 OF SECTIONS 28 AND 33, TOWNSHIP 50 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 34, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SAID LANDS SITUATED IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA. CONTAINING 217,723 SQUARE FEET OR 4.998 ACRES MORE OR LESS.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS SKETCH OF SURVEY AND OTHER REFERENCED DATA SHOWN HEREON WAS MADE UNDER OUR DIRECTION AND CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, CHAPTER 61G17-6 FLORIDA ADMINISTRATIVE CODE, AS ADOPTED BY THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, AS AMENDED. THIS SKETCH OF SURVEY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AS SURVEYED UNDER OUR DIRECTION OR CONTROL ACCT.

DATE OF LAST FIELD WORK: OCTOBER 16, 2009

CRAVEN THOMPSON & ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB271

DOUGLAS W. DAVIS
PROFESSIONAL SURVEYOR & MAPPER NO. 4243
STATE OF FLORIDA

THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CRAVEN · THOMPSON AND ASSOCIATES, INC.
ENGINEERS · PLANNERS · SURVEYORS
LAND DEVELOPMENT CONSULTANTS

WEST 1/2 TRACT 41
EVERGLADE LAND SALES CO.
SECTION 27-50-41
TOWN OF DAVIE

PRINTED
OCT 26 2009

PROJECT #
09-005

S-1

SHEET 1 OF

EXHIBIT "E"

UTILITY, DRAINAGE AND STORMWATER MANAGEMENT EASEMENT AGREEMENT

Prepared by and please return to:

Gerald L. Knight, Esq.
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
SunTrust Center, Sixth Floor
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301

UTILITY, DRAINAGE AND STORMWATER MANAGEMENT EASEMENT AGREEMENT

THIS UTILITY, DRAINAGE AND STORMWATER MANAGEMENT EASEMENT AGREEMENT ("**Agreement**") is made and entered into this _____ day of_____, 2009, by and between the **TOWN OF DAVIE, FLORIDA**, a municipal corporation organized under the laws of the State of Florida, whose address is 6591 Orange Drive, Davie, Florida, 33314 (the "Grantor"), and the **DAVIE COMMUNITY REDEVELOPMENT AGENCY,** a public body corporate and politic created pursuant to Chapter 163, Part III, Florida Statutes, whose mailing address is 3921 S.W. 47th Avenue, Suite 1008, Davie, Florida 33314 (the "Grantee").

WITNESSETH

WHEREAS, Grantor is the owner of that certain real property located in Broward County, Florida, more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference ("**Grantor Property**"); and

WHEREAS, Grantee requires the use of the Easement (hereinafter described) granted by this Agreement for utility purposes and in connection with certain drainage improvements for property located to the west of Davie Road and north of Orange Drive (collectively, the "**Utility and Drainage Improvements**") developed and constructed by the Grantee for the use and benefit of certain public and private property ("**Benefitted Property**") located within the CRA jurisdictional area; and

WHEREAS, Grantor has agreed to grant to Grantee the Easement for the Benefitted Property for which the Utility and Drainage Improvements are or will be developed and constructed, all under the terms and conditions as hereinafter provided.

NOW, THEREFORE, In consideration of the premises, the mutual benefits resulting from this Agreement, the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration paid by each party to the other, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals**. The foregoing recitations are true and correct and are incorporated herein by this reference.

2. **Grant of Easement**. Grantor hereby grants a non-exclusive utility, drainage, and stormwater management easement ("**Easement**") to Grantee, on, over, under, across and through the Grantor Property, including the right of ingress and egress, for the construction, alteration, use, maintenance and repair of pipes and appurtenances to and for a utility system and facilities, and drainage and stormwater retention and/or detention areas and related facilities, for the Benefitted Property. The Easement also includes Grantee's right to install any utility and drainage facilities necessary to connect the utility and/or drainage and stormwater facilities on the Grantor Property to the Benefitted Property.

The permitting and construction activities necessary to install the utility and/or drainage facilities on the Grantor Property shall be performed by Grantee at its sole expense; provided, however, Grantor shall cooperate fully with Grantee regarding the installation of same, including without limitation, executing any required permit applications. All construction of drainage and stormwater retention and/or detention facilities shall be in compliance with all requirements of the South Florida Water Management District, Central Broward Water Control District, and all other governmental agencies having jurisdiction.

3. **Term of Easement**. The Easement and rights granted by Grantor to Grantee herein, and obligations incurred by Grantor and Grantee hereunder, shall be perpetual in duration.

4. **Burden and Benefit**. The provisions hereof shall constitute a servitude in and upon the Grantor Property for the benefit of the Grantee and the Benefitted Property and shall constitute a covenant running with the ownership of the Grantor Property. The parties hereto agree that the use of the Grantor Property by the Grantee as provided in this Agreement shall be superior to all other uses by the Grantor, and no use of the Grantor Property shall be made by the Grantor that will interfere with, obstruct, or prevent the use of the Property for all of the purposes as described herein. The provisions hereof shall be binding upon and be enforceable by Grantor and Grantee and their respective successors, and assigns. The failure to enforce any provision contained in this Agreement or to prevent the violation or breach thereof shall not be deemed nor constitute a waiver of any such provision.

6. **Maintenance of Drainage Facilities**. Grantee, at its sole cost and expense, shall be responsible for and hereby agrees to perform all maintenance and repair activities necessary or required in order to keep and maintain the utility, drainage and stormwater facilities installed on the Grantor Property in good order and repair.

7 **Indemnity**. To the extent allowed by law, Grantee agrees to indemnify and hold Grantor harmless from and against any and all loss, cause, damage, expense, injury, claim and liability which Grantor may suffer or incur as the result of, arising out of, or attributable to, Grantee's use of the Grantor Property and the exercise of any rights granted to Grantee herein.

8. **Modification**. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further Agreement in writing duly executed by the parties hereto and recorded in the Public Records of Broward County, Florida.

9. **Successors and Assigns**. All easements contained herein shall be appurtenant to the lands herein described, and, except as hereinafter set forth, shall run with said lands forever and be binding upon and inure to the benefit of and be enforceable by the heirs, legal representatives, successors and assigns of the parties hereto.

10. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior understandings of the parties.

11. **Governing Law**. This Agreement is governed by the laws of the State of Florida.

[INTENTIONALLY LEFT BLANK]

GRANTOR:

WITNESSES:

TOWN OF DAVIE, FLORIDA

sign _____

_____

By: Judy Paul, Mayor

print _____

Attest:

sign _____

_____

print _____

Town Clerk

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by _____, as _____ of the TOWN OF DAVIE, FLORIDA, a municipal corporation organized under the laws of the State of Florida, who is personally known to me or has produced _____ as identification.

_____

NOTARY PUBLIC, State of Florida
Print Name: _____
My Commission Expires:_____
My Commission Number:_____

GRANTEE:

DAVIE COMMUNITY
REDEVELOPMENT AGENCY

WITNESSES:

sign _____

print _____

sign _____

print _____

_____
Chair

Attest:

_____
Redevelopment Administrator

STATE OF FLORIDA
COUNTY OF BROWARD COUNTY

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by _____, as _____of the DAVIE COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic created pursuant to Chapter 163, Part III, Florida Statutes, who is personally known to me or has produced _____ as identification.

_____
NOTARY PUBLIC, State of Florida
Print Name: _____
My Commission

Expires:_____

My Commission

Number:_____

EXHIBIT "A"

GRANTOR PARCEL

EXHIBIT "F"

FORM OF LEASE FOR DAVIE TOWN HALL

DAVIE TOWN HALL LEASE

THIS LEASE, herein called the "Lease," is made and entered into this _____ day of _____, 2009, by and between the **TOWN OF DAVIE COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic created pursuant to Chapter 163, Part III, Florida Statutes, having as its principal address 3921 S.W. 47th Avenue, Suite 1008, Davie, Florida 33314, herein called the "Lessor," and **TOWN OF DAVIE, FLORIDA**, a municipal corporation organized under the laws of the State of Florida, whose address is 6591 Orange Drive, Davie, Florida 33314, herein called "Lessee".

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Existing Town Hall situated in the Town of Davie, County of Broward, State of Florida, herein called the "Leased Premises," as described in Exhibit "A" of that certain Contract for Purchase and Sale between Lessor and Lessee dated _____, 2009, herein called the "Contract," upon the following terms and conditions:

1. TERM AND RENT. Lessor demises the Leased Premises to Lessee for a term of three (3) years, herein called the "Term," commencing on _____, 2009, at the annual rate of One (1) Dollar, herein called the "Rent". The first payments of Rent shall be due upon the commencement of the Term of this Lease, and each subsequent payment of Rent shall be due on the annual anniversary of the commencement of the Term of this Lease. There shall be a ten (10) day grace period following the due date of the Rent due hereunder.

2. USE. Lessee shall use and occupy the premises as Town Hall for the Town of Davie, Florida.

3. CARE AND MAINTENANCE OF PREMISES. Lessee acknowledges that the premises are in good order and repair. Lessee, shall, at its own expense and at all times, maintain the premises in good and safe condition. Lessee shall be responsible for all repairs to the buildings and improvements located on the Leased Premises. Lessee shall also maintain in good condition such portions adjacent to the Leased Premises, such as sidewalks, driveways, and parking areas, which would otherwise be required to be maintained by Lessor.

4. ALTERATIONS. Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements in, to or about the Leased Premises.

5. LIENS.

(a) Lessee covenants and agrees that it shall, without cost or expense to Lessor, promptly pay or cause to be paid, all persons and entities for all work performed and materials supplied in improving or repairing the Leased Premises. Lessee shall not suffer any construction, mechanics' or materialmen's lien to be filed against the Leased Premises by reason of work, labor, services or materials performed or furnished to Lessee or anyone holding any part of the Leased Premises under Lessee. To the extent allowed by law, Lessee hereby agrees to indemnify and hold harmless Lessor from and against any and all reasonable out-of-pocket costs and expenses incurred, including, without limitation, court costs and attorneys' fees (through all appeals), and any and all claims, demands, liability, loss or damage suffered by Lessor in connection with any such person's or entity's filing any such lien or asserting any right to receive any such payment. Additionally, in the event a lien is filed by any such person or entity, Lessee shall bond against or otherwise cause to be discharged said lien within twenty (20) days after Lessee receives written notice of the filing of such lien.

(b) Notwithstanding any provision of this Section 5, the parties hereto recognize that liens pursuant to Chapter 713, Florida Statutes, cannot be secured against property owned by Lessor or Lessee as governmental entities. Nothing herein shall be construed as waiver of the protection afforded Lessor against the imposition of any lien pursuant to Chapter 713, Florida Statutes.

6. ORDINANCES AND STATUTES. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Leased Premises, occasioned by or affecting the use thereof by Lessee.

7. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this Lease or sublet any portion of the Leased Premises without prior written consent of the Lessor.

8. UTILITIES. All applications and connections for necessary utility services on the Leased Premises shall be made in the name of the Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity and telephone services. Lessee shall pay such charges as provided herein.

9. ENTRY AND INSPECTION. Lessee shall permit Lessor or Lessor's agents to

enter upon the Leased Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same.

10. PARKING. The parties acknowledge that a portion of the Leased Premises currently used as a parking area for the Existing Town Hall will be the site of construction by the Lessor of a parking garage as described in Paragraph 19 of the Contract. During the term of construction of the parking garage by Lessor, Lessee agrees to make available to Lessor such portion of the Leased Premises as is required for such construction and to identify and utilize alternative parking areas to serve the Existing Town Hall.

11. INDEMNIFICATION OF LESSOR. Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the Leased Premises or any part thereof. To the extent allowed by law, Lessee agrees to indemnify and hold Lessor harmless from any claims for damages, which may arise in connection with any such occurrence. Said indemnification shall include indemnity from any costs or fee, including attorney's fees, which Lessor may incur in defending such claim.

12. INSURANCE.

(a) Lessee, at its expense, shall maintain comprehensive general liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows: _____ ($_____) per occurrence and _____ ($_____) general aggregate.

(b) At the commencement of the Term of this Lease, Lessee shall provide Lessor with a certificate of Insurance showing Lessor as additional insured under the above-referenced insurance policy. The Certificate shall provide for thirty (30) days written notice to Lessor in the event of cancellation or material change of coverage.

(c) If the Leased Premises or any other part of the building is damaged by fire or other casualty, Lessee shall be responsible for the costs of repair not covered by insurance.

13. TAXES AND OTHER ASSESSMENTS. During the Term of this Lease, Lessee shall pay all real estate taxes assessed against the Leased Premises on or before March 31 of each year, and shall pay when due and payable and before any

interest charge or penalty is due thereon, without any deduction, defalcation or abatement, any other taxes, assessments, levies, liabilities, obligations, encumbrances, water and sewer charges and all other charges or claims of every nature and kind which may be imposed, suffered, placed, assessed, levied, or filed at any time against the Leased Premises or any part thereof.

14. EMINENT DOMAIN. If the Leased Premises or any part thereof shall be taken by eminent domain, the Lessee, at its option to be exercised by written notice to Lessor within ten (10) days following the date when title vests pursuant to such taking, may (i) continue to occupy the Leased Premises pursuant to the terms and conditions of this Lease; or (ii) terminate this Lease. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

15. DESTRUCTION OF PREMISES. In the event of a partial destruction of the Existing Town Hall during the Term of this Lease, the Lessee at is option to be exercised by written notice to Lessor within ten (10) days following such destruction, may (i) repair the same at Lessee's expense; or (ii) terminate this Lease. A total destruction of Existing Town Hall shall terminate this Lease.

16. LESSOR'S REMEDIES ON DEFAULT. If Lessee defaults in the performance of any of the covenants or conditions hereof, Lessor may give Lessee written notice of such default and if Lessee does not cure any such default with ten (10) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such ten (10) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this Lease on not less than a thirty (30) days written notice to Lessee.

17. ATTORNEY'S FEES. In the event suit should be brought for recovery of the Leased Premises or for any sum due hereunder or because of any act which may arise out of the possession of the Leased premises, by either party, the prevailing party shall be entitled to all costs incurred in connection, including a reasonable attorney's fee.

18. WAIVER. No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

19. NOTICES. Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid to Lessee at the premises or Lessor at the address specified above, or at such other places as may be designated by the parties from time to time.

20. HEIRS, ASSIGNS, SUCCESSORS. This Lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

21. RADON GAS DISCLOSURE. As required by law, Lessor makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings. Additional information regarding radon and radon testing may be obtained from your county public health unit.

22. ENTIRE AGREEMENT. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

23. AMENDMENT. This Lease cannot be changed or amended except by an agreement in writing duly executed by the party against whom enforcement of the change is sought.

24. APPLICABLE LAW. This Lease shall be governed by and construed in accordance with the laws of the State of Florida.

25. JURISDICTION. Lessee consents to the exclusive jurisdiction of the courts of the State of Florida and the federal courts located in Florida in any and all actions and proceedings, whether arising hereunder. Venue for any action brought hereunder shall be maintained in Broward County, Florida.

26. WAIVER OF JURY TRIAL.

EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LIGITATION PROCEEDINGS OR COUNTERCLAIMS ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS LEASE OR THE TRANSACTIONS CONTEMPLATED HEREIN.

IN WITNESS WHEREOF, the parties hereto have lawfully signed this Lease with the intent to be legally bound as of the date first above written.

LESSOR:

DAVIE COMMUNITY
REDEVELOPMENT AGENCY

WITNESSES:

sign _____

print _____

sign _____

print _____

_____
Chair

Attest:

_____
Redevelopment Administrator

LESSEE:

TOWN OF DAVIE, FLORIDA

WITNESSES:

sign _____

print _____ _____

sign _____

print _____

_____
By: Judy Paul, Mayor

Attest:

_____
Town Clerk

EXHIBIT "G"

FORM OF PURCHASE MONEY MORTGAGE AND NOTE

This instrument Prepared By:

Gerald L. Knight, Esq.
Billing, Cochran, Lyles, Mauro & Ramsey, P. A.
SunTrust Center, Sixth Floor
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301

MORTGAGE

THIS MORTGAGE (referred to herein as the "Mortgage") made this ____ day of _____, 2009, by the DAVIE COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic created pursuant to Chapter 163, Part III, Florida Statutes, whose address is 3921 S.W. 47th Avenue, Suite 1008, Davie, Florida, 33314 (referred to herein as the "Mortgagor"), to the TOWN OF DAVIE, FLORIDA, a municipal corporation organized under the laws of the State of Florida, whose address is 6591 Orange Drive, Davie, Florida, 33314 (referred to herein as the "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor is the owner and holder of fee simple title to that certain tract or parcel of land situated, lying and being in Broward County, Florida, as more particularly described on Exhibit "A" attached hereto (referred to herein as the "Property"); and

WHEREAS, Mortgagor is justly indebted to Mortgagee, having executed and delivered to Mortgagee its Promissory Note (referred to herein as the "Note"), bearing even date herewith, wherein Mortgagor promises to pay to Mortgagee the principal sum of **THREE MILLION TWO HUNDRED TEN THOUSAND and no/100 ($3,210,000.00) DOLLARS** (referred to herein as the "Loan"), in lawful money of the United States of America, in the manner and according to the terms and conditions specified in the Note, all of which are hereby incorporated herein by reference.

NOW, THEREFORE, Mortgagor, in consideration of the indebtedness and to secure the payment to Mortgagee of the principal and all other sums provided for in the Note and in this Mortgage, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto Mortgagee all of its right, title and interest in and to the Property.

TOGETHER with all and singular the tenements, hereditaments, easements, appurtenances, passages, waters, water courses, riparian rights, other rights, liberties and privileges thereof or in any way now or hereafter appertaining, including any other claim at law or in equity, as well as any after acquired title, franchise or license and the reversion and reversions and remainder and remainders thereof.

TOGETHER with all buildings and improvements of every kind and description now or hereafter erected or placed thereon and all materials intended for construction, reconstruction, alteration and repair of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the mortgaged premises immediately upon the delivery thereof to such mortgaged premises, and all fixtures and articles of personal property now or hereafter owned by Mortgagor and attached to or contained in and used in connection with said premises; and all renewals or replacements thereof or articles in substitution thereof, whether or not the same are or shall be attached to the Property or building or buildings in any manner; it being mutually agreed that all the aforesaid property owned by said Mortgagor and placed by it on said premises shall, so far as permitted by law, be deemed to be affixed to the realty and covered by this Mortgage.

TOGETHER with all of Mortgagor's right, title and interest (but not the obligation) now or hereafter acquired by Mortgagor in and to all leases, agreements of sale and other agreements in connection with the real property covered by this Mortgage, and the rents, issues and profits payable therefrom. The Property, personal property, all property interests and all other rights described herein are collectively referred to herein as the "Mortgaged Property".

TO HAVE AND TO HOLD the above granted and described Mortgaged Property unto Mortgagee, its successors and assigns, forever.

AND Mortgagor hereby represents, warrants and covenants with Mortgagee that Mortgagor is indefeasibly seized of the Mortgaged Property in fee simple; that Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid; that it shall be lawful for Mortgagee at all times peaceably and quietly to enter upon, hold, occupy and enjoy the Mortgaged Property and every part thereof; that Mortgagor will make such further assurances to prove the fee simple title to all and singular the Mortgaged Property in Mortgagee and to prove the lien and priority of this Mortgage, as

may be reasonably required, and that Mortgagor does hereby and will forever fully warrant and defend the lien and priority of this Mortgage and the title to the Mortgaged Property and every part thereof against the lawful claims and demands of all persons whomsoever.

PROVIDED ALWAYS, and these presents are upon the express condition, that if Mortgagor or the successors or assigns of Mortgagor shall pay unto Mortgagee, its successors or assigns, the sums of money secured hereby, and any renewals or extensions thereof in whatever form, according to the terms of the Note, together with all advances hereunder, costs, charges and expenses, including reasonable attorneys' fees, which Mortgagee may incur pursuant to the Note or be put to in collecting the same by foreclosure or otherwise; and shall duly, promptly and fully perform, discharge, execute, effect, complete, comply with and abide by each and every of the stipulations, agreements, conditions and covenants of the Note and this Mortgage, then this Mortgage and the estate hereby created shall cease and be null and void and this instrument shall be released by Mortgagee, at the cost and expense of Mortgagor.

MORTGAGOR COVENANTS AND AGREES to and with Mortgagee that until the indebtedness secured hereby is fully repaid:

1. Payment and Performance. Mortgagor shall pay to Mortgagee, in accordance with the terms of the Note and this Mortgage, the principal and other sums therein set forth; and shall perform and comply with all the agreements, conditions, covenants, provisions and stipulations of the this Mortgage and the Note, the terms of which are incorporated herein by reference.

2. Maintenance of Mortgaged Property. Mortgagor shall abstain from and shall not permit the commission of waste, impairment or deterioration in or about the Mortgaged Property and shall not remove or demolish or alter the structural character of any building erected at any time on the Mortgaged Property, without the prior written consent of Mortgagee; shall not permit the Mortgaged Property to become vacant, deserted, or unguarded; and shall maintain the Mortgaged Property in good condition and repair, reasonable wear and tear excepted.

3. Security Agreement. This Mortgage constitutes a security agreement under the Uniform Commercial Code as adopted in Florida and creates a security interest in any "personal property" included in the Mortgaged Property. Mortgagor shall execute, deliver, file and refile any financing

statements or other security agreements Mortgagee may require from time to time to confirm the lien of this Mortgage with respect to such personal property. Upon the occurrence of any Event of Default, and at any time thereafter, Mortgagee shall have the remedies of a secured party under the Uniform Commercial Code as adopted in Florida with respect to any personal property included in the Mortgaged Property.

4. Compliance with Law and Regulations. Mortgagor shall comply with all restrictions of record and all laws, statutes, codes, ordinances, rules, regulations, resolutions and orders of all federal, state, municipal and other governmental and quasi-governmental authorities and agencies relating in any way to the Mortgaged Property.

5. Inspection. Mortgagee, and any persons authorized by Mortgagee, shall have the right, upon reasonable advance notice to Mortgagor, to enter the Mortgaged Property at a reasonable hour to inspect and photograph its condition and state of repair.

6. Condemnation.

(a) In the event of any condemnation or taking of any part of the Mortgaged Property by eminent domain, alteration of the grade of any street, or other injury to or decrease in the value of the Mortgaged Property by any public or quasi-public authority or corporation, all proceeds (that is, the award or agreed compensation for the damages sustained) allocable to Mortgagor shall be applicable first to payment of the indebtedness secured hereby. No settlement for damages sustained shall be made by Mortgagor without Mortgagee's prior written approval. All of such proceeds shall be applied in the order and in the amounts that Mortgagee, in Mortgagee's sole discretion, may elect, to the payment of principal (whether or not then due and payable) or any sums secured by this Mortgage, or toward payment to Mortgagor, on such reasonable terms as Mortgagee may specify. Notwithstanding the foregoing, and provided that no Event of Default has occurred hereunder, Mortgagor shall have the right to apply any proceeds received to restore or repair any damage to the Mortgaged Property.

(b) If prior to the receipt of such proceeds by Mortgagee, the Mortgaged Property shall have been sold on foreclosure of this Mortgage, Mortgagee shall have the right to receive the proceeds to the extent of:

(i) any deficiency found to be due to Mortgagee in connection with the foreclosure sale, with legal interest thereon, and

(ii) reasonable counsel fees, costs and disbursements incurred by Mortgagee in connection with collection of the proceeds and the proceedings to establish the deficiency.

(c) If the amount of the initial award of damages for the condemnation is insufficient to pay in full the indebtedness secured hereby with interest and other appropriate charges, Mortgagee shall have the right to prosecute to final determination or settlement an appeal or other appropriate proceedings in the name of Mortgagee or Mortgagor, for which Mortgagee is hereby appointed irrevocably as attorney-in-fact for Mortgagor, which appointment, being for security, is irrevocable. In that event, the expenses of the proceedings, including reasonable counsel fees, shall be paid first out of the proceeds, and only the excess, if any, paid to Mortgagee shall be credited against the amounts due under this Mortgage.

(d) Nothing herein shall limit the rights otherwise available to Mortgagee, at law or in equity, including the right to intervene as a Party to any condemnation proceeding.

7. Sale of Mortgaged Property. Without the prior written consent of Mortgagee, Mortgagor will abstain from and will not cause or permit any sale, exchange, transfer or conveyance of the Mortgaged Property or any part thereof or any interest therein (including, without limitation, easements), voluntarily or by operation of law. Without limitation of the foregoing, all indebtedness secured by this Mortgage shall be immediately due and payable in full upon any transfer or conveyance of any interest in the Mortgaged Property without the prior written consent of Mortgagee.

8. Events of Default. Each of the following shall constitute an event of default (referred to herein as "Event of Default") hereunder:

(a) Failure of Mortgagor to pay any principal within ten (10) days of the date when due under the Note;

(b) Failure of Mortgagor to perform any of the covenants contained in the Note or this Mortgage within a period of thirty (30) days after written notice of such failure to perform;

(c) Any sale, exchange, transfer or other conveyance of the Mortgaged Property or any part thereof in violation of this Mortgage;

(d) The commencement of a case by Mortgagor under any insolvency, bankruptcy, creditor adjustment, debtor rehabilitation or similar state or federal laws, or the filing of any answer by Mortgagor in any such proceedings admitting that it is insolvent or bankrupt;

(e) The commencement of a case against Mortgagor under any insolvency, bankruptcy, creditor adjustment, debtor rehabilitation or similar state or federal laws which is not dismissed within sixty (60) days.

9. Remedies.

(a) Upon the happening of any Event of Default, this conveyance shall become absolute and the entire unpaid balance of the principal and all other sums due hereunder or under the Note and secured by this Mortgage shall become immediately due and payable, at the option of Mortgagee, without notice or demand.

(b) When the entire indebtedness shall become due and payable, either because of maturity or because of the occurrence of any Event of Default, or otherwise, then Mortgagee may forthwith institute an action to foreclose this Mortgage against the Mortgaged Property, or take such other action at law or in equity for the enforcement of this Mortgage and realization on the mortgage security or any other security herein or elsewhere provided for, as the law may allow, and may proceed therein to final judgment and execution for the entire unpaid balance of the principal debt together with all other sums due by Mortgagor in accordance with the provisions of the Note and this Mortgage, including all sums which may have been loaned by Mortgagee to Mortgagor after the date of this Mortgage, all costs of suit, and reasonable attorneys' fees for collection, or Mortgagee may foreclose only as to the sum past due with interest and costs as above provided, without injury to this Mortgage or the displacement or impairment of the remainder of the lien thereof, and at such foreclosure sale the Mortgaged Property shall be sold subject to all remaining items of indebtedness; and Mortgagee may again foreclose, in the same manner, as often as there may be any sum past due. In the event Mortgagee forecloses this Mortgage against the Mortgaged Property, Mortgagee may, at its option and in its sole and absolute discretion, assume all rights (but not the obligation unless

consented to by Mortgagee) as owner of the Mortgaged Property, and to assume all rights and privileges of Mortgagor thereunder.

(c) Mortgagee shall have the power and authority to institute and maintain at any time and from time to time any suits and proceedings as Mortgagee may deem advisable: (i) to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or any violation of this Mortgage; (ii) to preserve and protect its interest in the Mortgaged Property; and (iii) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order might impair the security hereunder or be prejudicial to Mortgagee's interest.

(d) Any real estate sold pursuant to any writ of execution issued on a judgment obtained by virtue of the Note or this Mortgage, or pursuant to any other judicial proceedings under this Mortgage or the Note, may be sold in one parcel, as an entirety, or in such parcels, and in such manner or order as Mortgagee, in its sole discretion, may elect. Upon any such foreclosure sale, Mortgagee may bid for and purchase the Mortgaged Property and, upon compliance with the terms of sale, may hold, retain, posses and dispose of such Property in its own absolute right without further accountability. Mortgagee is hereby authorized, at its option, to conduct any such foreclosure sale subject to the rights of any tenants of the Mortgaged Property, and failure to make any such tenants parties defendant to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted by Mortgagor to be, a defense to any proceedings instituted by Mortgagee to collect the sums secured hereby.

10. Rights and Remedies Cumulative.

(a) The rights and remedies of Mortgagee as provided in the Note, this Mortgage, and every Loan document, shall be cumulative and concurrent; may be pursued separately, successively or together against Mortgagor or against the Mortgaged Property or both, at the sole discretion of Mortgagee, and may be exercised as often as occasion therefore shall arise. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

(b) Any failure by Mortgagee to insist upon strict performance by Mortgagor of any of the terms and provisions of this Mortgage or the Note shall not be deemed to be a waiver of any of the terms or provisions thereof, and

Mortgagee shall have the right thereafter to insist upon strict performance by Mortgagor of any and all of them.

(c) Mortgagee may release, regardless of consideration, any part of the security held for the indebtedness secured by this Mortgage without, as to the remainder of the security, in any way impairing or affecting the lien of this Mortgage or its priority over any subordinate lien.

11. Mortgagor's Waivers. Mortgagor hereby waives and releases to the maximum extent permitted by law:

(a) all errors, defects and imperfections in any proceeding instituted by Mortgagee under the Note or this Mortgage;

(b) all benefit that might accrue to Mortgagor by virtue of any present or future law exempting the Mortgaged Property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale on execution, or providing for any stay of execution, exemption from civil process or extension of time for payment; and

(c) unless specifically required herein, all notices of Mortgagor's default or of Mortgagee's election to exercise, or Mortgagee's actual exercise of any option under the Note or this Mortgage.

12. Attorneys' Fees. The prevailing party in any litigation commenced to enforce the rights under this Mortgage shall be awarded reasonable attorney's fees and costs from the non prevailing party.

13. Entire Agreement. This Mortgage constitutes the entire agreement and understanding between the parties with respect to the Mortgage, and Mortgagee has made no other agreements or representations, either oral or written, which have induced Mortgagor or upon which Mortgagor has relied, in connection with this Mortgage, other than as set forth herein. No agreement, representation or other communication made by Mortgagee, its employees or agents, shall be binding upon or enforceable against Mortgagee unless such agreement, representation or other communication is set forth in a writing executed by Mortgagee.

14. Communications. All communications required under this Mortgage or the Note shall be in writing, and shall be sent by registered or

certified mail, postage prepaid, addressed to Mortgagor and Mortgagee at the address set forth in the heading of this Mortgage, or to such other address as either party may designate from time to time by notice to the other in the manner set forth herein.

15. Amendment. This Mortgage cannot be changed or amended except by an agreement in writing duly executed by the party against whom enforcement of the change is sought.

16. Definitions. Whenever used in this Mortgage, unless the context clearly indicates a contrary intent:

(a) the word "Mortgagor" shall mean the Town of Davie Community Redevelopment Agency;

(b) the word "Mortgagee" shall mean the Town of Davie, Florida;

(c) the word "person" shall mean individual, corporation, partnership or unincorporated association;

(d) the use of any gender shall include all genders; and

(e) the singular number shall include the plural and the plural number the singular as the context may require.

17. Captions. The captions preceding the text of the paragraphs or subparagraphs of this Mortgage are inserted only for convenience of reference and shall not constitute a part of this Mortgage, nor shall they in any way affect its meaning, construction or effect.

18. Applicable Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Florida.

19. Jurisdiction. Mortgagor consents to the exclusive jurisdiction of the courts of the State of Florida and the federal courts located in Florida in any and all actions and proceedings, whether arising hereunder or under the Note. Venue for any action brought by Mortgagee under the Note or this Mortgage shall be maintained in Broward County, Florida.

20. WAIVER OF JURY TRIAL. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LIGITATION PROCEEDINGS OR COUNTERCLAIMS ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS MORTGAGE, THE NOTE SECURED HEREBY, OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREIN.

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be duly executed on the day and year first above written.

WITNESSES:

sign _____

print _____

sign _____

print _____

DAVIE COMMUNITY REDEVELOPMENT AGENCY

_____
Chair

Attest:

_____
Redevelopment Administrator

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by _____, as Chair of the DAVIE COMMUNITY REDEVELOPMENT AGENCY, who ( ) is personally known to me or ( ) has produced _____ as identification.

_____
Notary Public
My Commission Expires:

DAVIE COMMUNITY REDEVELOPMENT AGENCY
PROMISSORY NOTE

$3,210,000.00

Davie, Florida
_____, 2009

KNOW ALL MEN BY THESE PRESENTS, that the DAVIE COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic created pursuant to Chapter 163, Part III, Florida Statutes (hereinafter called the "Issuer" or "CRA"), for value received, hereby promises to pay to the TOWN OF DAVIE, FLORIDA, a municipal corporation organized under the laws of the State of Florida (hereinafter called the "Payee" or "TOWN"), but solely from the revenues hereinafter mentioned, on the dates hereinafter provided, the Principal Amount identified above. Principal of this Note will be paid by bank wire, check, draft or bank transfer delivered to the Payee hereof at such address as may be provided in writing by the Payee to the Issuer no later than the close of business on the Payment Date (as hereinafter defined).

Principal of this Note will be payable by Issuer in two (2) installments. The first installment in the amount of One Million Dollars ($1,000,000.00) shall be due and payable within fifteen (15) days of the approval by the TOWN of architectural design development drawings for the New Town Hall, as defined in that certain Contract for Purchase and Sale between the Issuer and the Payee dated _____, 2009 (hereinafter called the "Contract"), in accordance with the requirements of Paragraph 16.C of the Contract. The second installment in the amount of Two Million Two Hundred Ten Thousand Dollars ($2,210,000.00) shall be due and payable within fifteen (15) days after the last of all of the following events has occurred: a) the issuance of a final permanent certificate of occupancy for the New Town Hall; 2) complete vacation of the Existing Town Hall, as defined in the Contract, by the TOWN; and 3) compliance by the TOWN with all applicable conditions of Paragraph 16 of the Contract.

Each date when principal on this Note is due is a "Payment Date." If any Payment Date is not a Business Day, the payment otherwise due on such Payment Date shall be due on the next following Business Day. For purposes of this Note, a "Business Day" is defined as Monday through Friday, excluding federal and state holidays.

This Note shall be subject to redemption in whole or in part on any date at the option of the Issuer, at a redemption price equal to the principal amount thereof to be redeemed.

If any payment hereunder is not made when due, then if such payment is not made within ten (10) Business Days after written demand therefor by the Payee, the Payee may declare the entire debt then remaining unpaid hereunder immediately due and payable; and in any such default and acceleration, the Issuer shall also be obligated to pay as part of the indebtedness evidenced by this Note, all costs of collection and enforcement hereof, including such fees as may be incurred on appeal or incurred in any proceeding under bankruptcy laws as they now or hereafter exist, including specifically but without limitation, claims, disputes and proceedings seeking adequate protection or relief from automatic stay under federal bankruptcy law.

The Issuer, to the extent permitted by law, hereby waives presentment, demand, protest and notice of dishonor. The Issuer, to the extent permitted by law, and the Payee, by acceptance hereof, hereby waive trial by jury in any litigation commenced by either in respect hereof.

THIS NOTE DOES NOT AND SHALL NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION BUT SHALL BE PAYABLE SOLEY FROM THE MONEYS AND SOURCES PLEDGED THEREFOR. NEITHER THE FAITH AND CREDIT NOR ANY AD VALOREM TAXING POWER OF THE ISSUER, THE TOWN OF DAVIE, FLORIDA, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL ON THIS NOTE OR OTHER COSTS INCIDENTAL HERETO.

This Note is issued pursuant to Chapter 163, Part III, Florida Statutes (hereinafter called the "Act") and the Contract, and is subject to all the terms and conditions of the Contract and is secured in the manner set forth herein. All terms, conditions, and provisions of the Contract are by this reference thereto incorporated herein as a part of this Note. The Payee shall have no right to resort to legal or equitable action to require or compel the Issuer to levy and collect any tax or to keep any tax in force, or to use any tax, if levied and collected, to pay principal on this Note.

THE PAYEE, BY ITS ACCEPTANCE OF THIS NOTE, AND THE ISSUER, BY ITS ACCEPTANCE OF THE PROCEEDS OF THE NOTE, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE OR ANY COURSE OF CONDUCT, COURSE OR DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY.

It is herby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in the execution, delivery and the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Note is in full compliance with and does not exceed or violated any constitutional or statutory limitation.

IN WITNESS WHEREOF, the DAVIE COMMUNITY REDEVELOPMENT AGENCY has caused this Note to be executed in its name by the manual signature of its Chair and attested by the manual signature of its Redevelopment Administrator, all this _____ day of _____, 2009.

DAVIE COMMUNITY
REDEVELOPMENT AGENCY

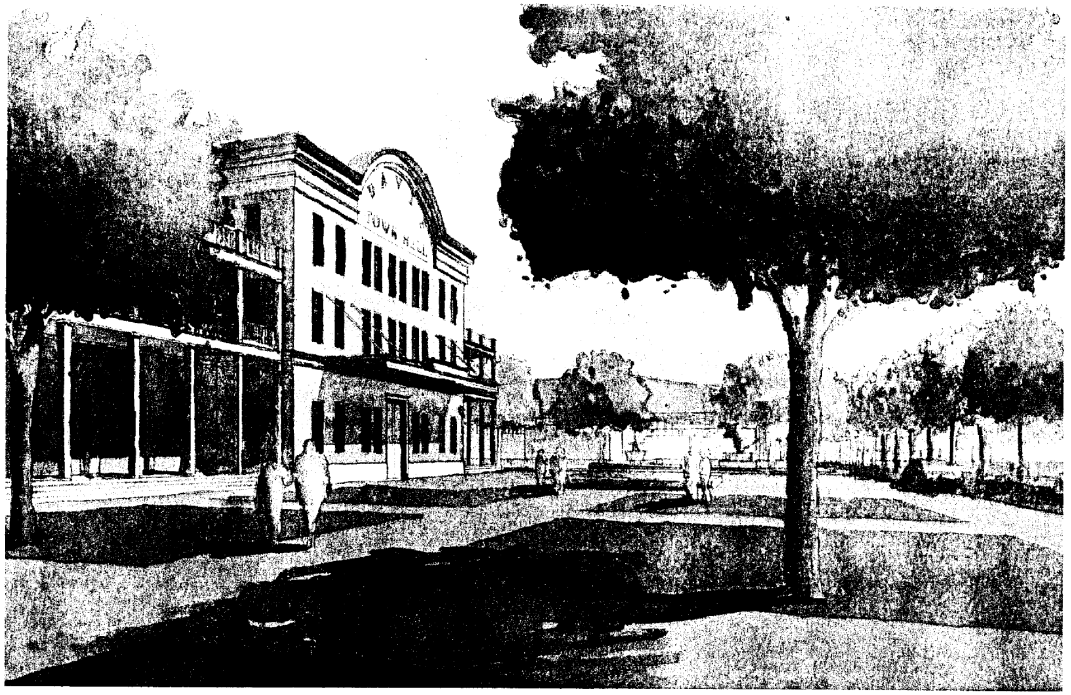
By: _____
Chair

Attest:

_____
Redevelopment Administrator

EXHIBIT "H"

CONCEPTUAL PLAN FOR NEW TOWN HALL



Dover, Kohl & Partners
1571 Sunset Drive
Coral Gables, FL 33143

Town Hall Plaza

Davie Town Hall - Davie, Florida

August 2009

Davie Community Redevelopment Agency
3621 SW 47th Avenue
Davie, FL 33314

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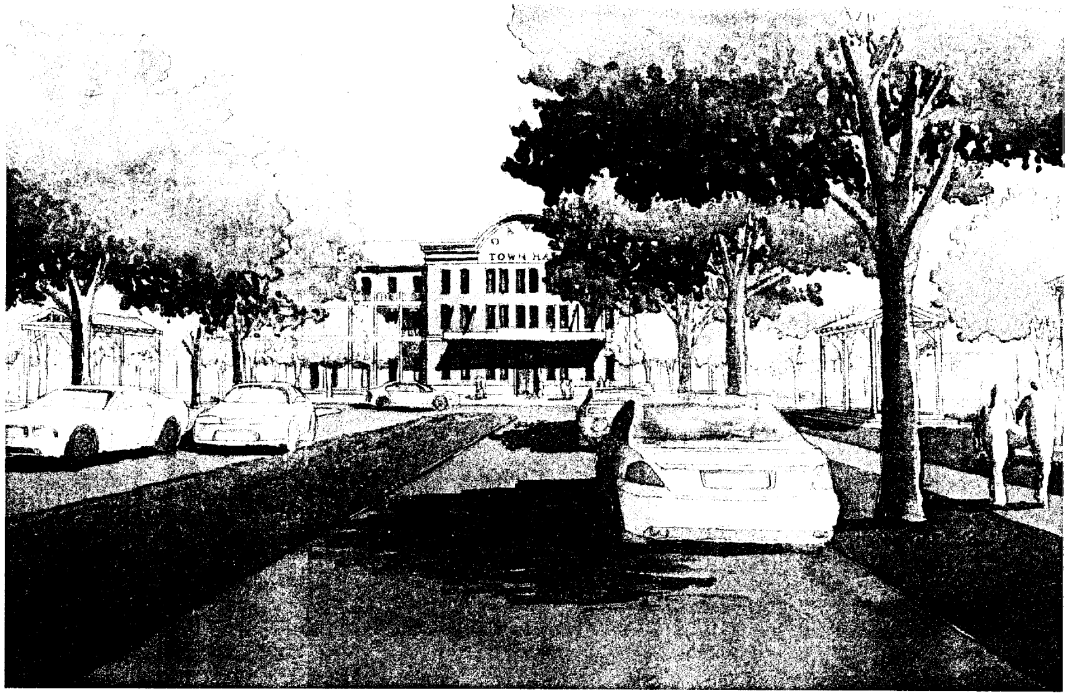

Dover, Kohl & Partners
1571 Sunset Drive
Coral Gables, FL 33143

View of Town Hall from Davie Road

Davie Town Hall - Davie, Florida

August 2009

Davie Community Redevelopment Agency
3921 SW 47th Avenue
Davie, FL 33314

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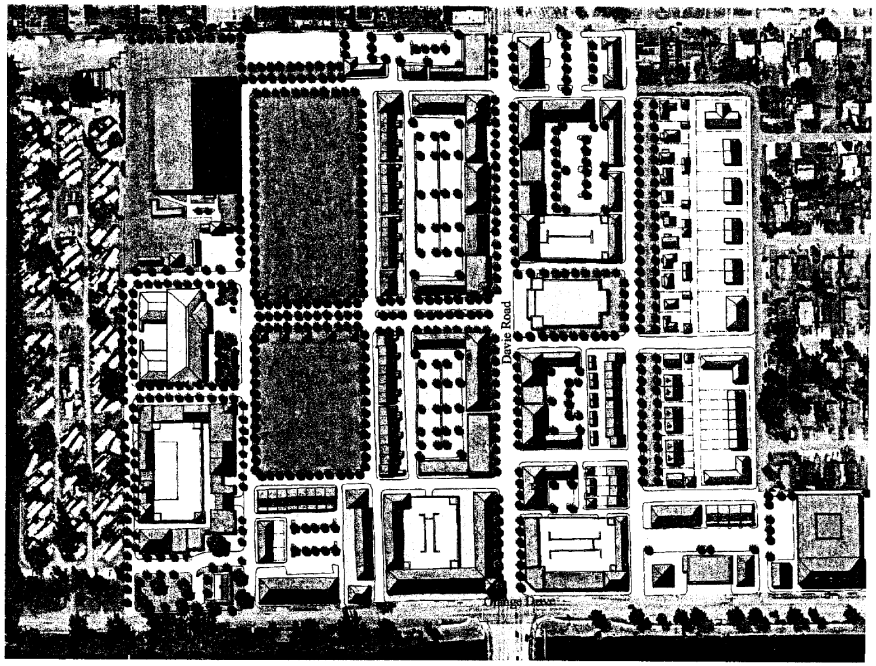

Dover, Kohl & Partners
1571 Sunset Drive
Coral Gables, FL 33143

Town Hall Master Plan

Davie Town Hall - Davie, Florida

August 2009

Davie Community Redevelopment Agency
3921 SW 47th Avenue
Davie, FL 33314

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EXHIBIT "I"

CONCEPTUAL SITE PLAN FOR REDEVELOPMENT
PROJECT ON EXISTING TOWN HALL SITE

Dover, Kohl & Partners
1571 Sunset Drive
Coral Gables, FL 33143

Town Hall Site Redevelopment

Davie Town Hall - Davie, Florida

August 2009

Davie Community Redevelopment Agency
3921 SW 47th Avenue
Davie, FL 33314

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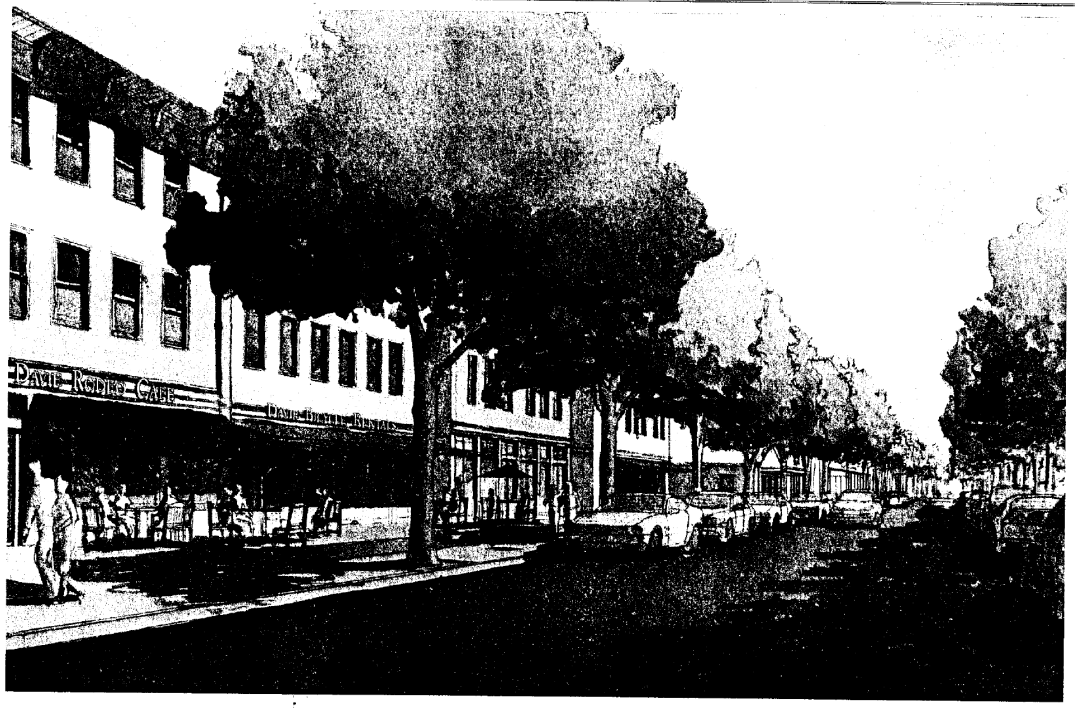

Dover, Kohl & Partners
1371 Sunset Drive
Coral Gables, FL 33143

Redevelopment facing Orange Drive

Davie Town Hall - Davie, Florida

August 2009

Davie Community Redevelopment Agency
3921 SW 47th Avenue
Davie, FL 33314

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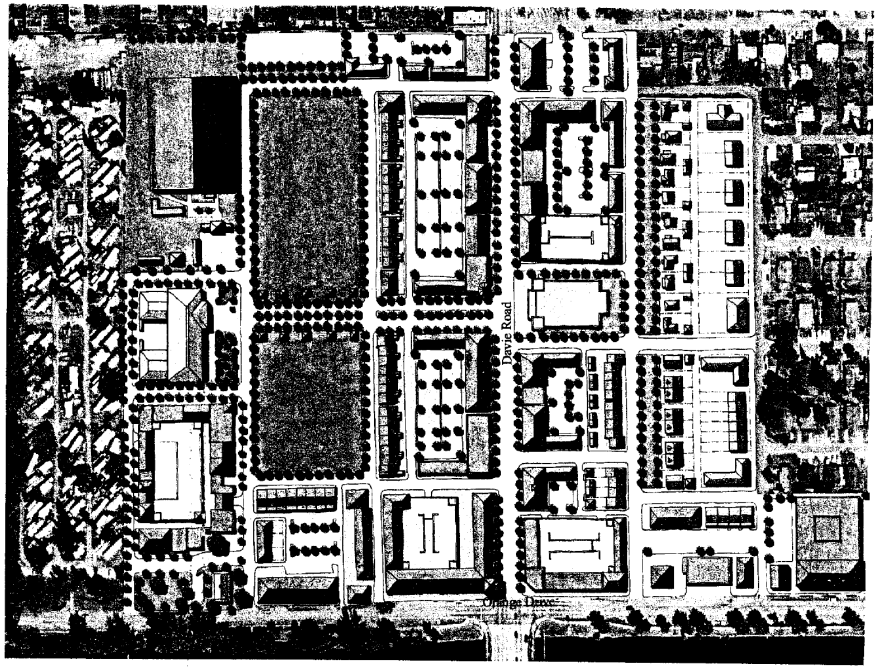

Dover, Kohl & Partners
1571 Sunset Drive
Coral Gables, FL 33143

Town Hall Master Plan

Davie Town Hall - Davie, Florida

August 2009

Davie Community Redevelopment Agency
3921 SW 47th Avenue
Davie, FL 33314

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EXHIBIT "J"

BUILDING SET BACK LINE FROM ORANGE DRIVE

4341 S.W. 62nd Avenue
Davie, Florida 33314

STONER & ASSOCIATES, INC.
SURVEYORS - MAPPERS
Florida Licensed Survey
and Mapping Business No. 6633

Tel. (954) 585-0997
Fax (954) 585-3927

RECORDING AREA

LEGAL DESCRIPTION OF:

BUILDING STRUCTURE SETBACK LINE

SITUATED, LYING AND BEING IN TRACT 46, EVERGLADE LAND SALES CO.
SUBDIVISION OF SECTION 27, TOWNSHIP 50 SOUTH, RANGE 41 EAST
P.B. 2, PG. 34, M-D.C.R.
TOWN OF DAVIE, BROWARD COUNTY, FLORIDA

LEGAL DESCRIPTION:

A LINE SITUATED, LYING AND BEING WITHIN TRACT 46, OF EVERGLADE LAND SALES CO. SUBDIVISION 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 MIAMI-DADE COUNTY, FLORIDA, (NOW A PART OF BROWARD COUNTY, FLORIDA) BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A LINE BEING 145.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID TRACT 46, BOUNDED ON THE EAST BY A LINE 50.00 FEET WEST OF AND PARALEL WITH THE EAST LINE OF SAID TRACT 46 AND ON THE WEST BY THE WEST LINE OF SAID TRACT 46.

SAID LINE BEING ALSO 150.00 FEET NORTH OF THE EXISTING NORTH EDGE OF PAVEMENT OF SW 45th STREET (ORANGE DRIVE) AS NOW CONSTRUCTED.

NOTE: THE SOUTH LINE OF TRACT 46 BEING ALSO THE NORTHERLY RIGHT OF WAY LINE OF ORANGE DRIVE (S.W. 45th STREET) PER OFFICIAL RECORDS BOOK 13083, PAGE 977 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

NOTES:
1. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.
2. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY. (THIS IS NOT A SURVEY).
3. THIS SKETCH OF DESCRIPTION WAS PREPARED BY THIS FIRM WITHOUT THE BENEFIT OF A TITLE SEARCH. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORED BY STONER & ASSOCIATES, INC.
4. THE BEARINGS SHOWN HEREON ARE BASED ON N.01°40'19"W., ALONG THE WEST LINE OF THE N.E. 1/4 OF SECTION 26-50-41.

CERTIFICATE:
THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

REVISIONS	DATE	BY

WALTER DE LA ROCHA
PROFESSIONAL SURVEYOR AND MAPPER NO. 6081 – STATE OF FLORIDA

SEAL
NOT VALID UNLESS SEALED HERE WITH AN EMBOSSED SURVEYOR'S SEAL

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DATE OF SKETCH:	DRAWN BY	CHECKED BY	FIELD BOOK
12/21/09	WDLR	JDS	N/A

SHEET 1 OF 2

SKETCH NO. 09-7109

STONER & ASSOCIATES, INC.
SURVEYORS - MAPPERS
Florida Licensed Survey and Mapping Business No. 6633

4341 S.W. 62nd AVE.
Davie, Florida 33314

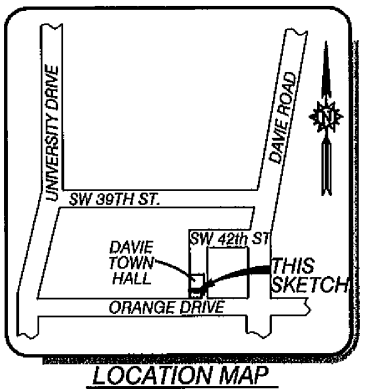
Tel. (954) 585-0997
Fax (954) 585-3927

RECORDING ARE

SKETCH OF DESCRIPTION OF:

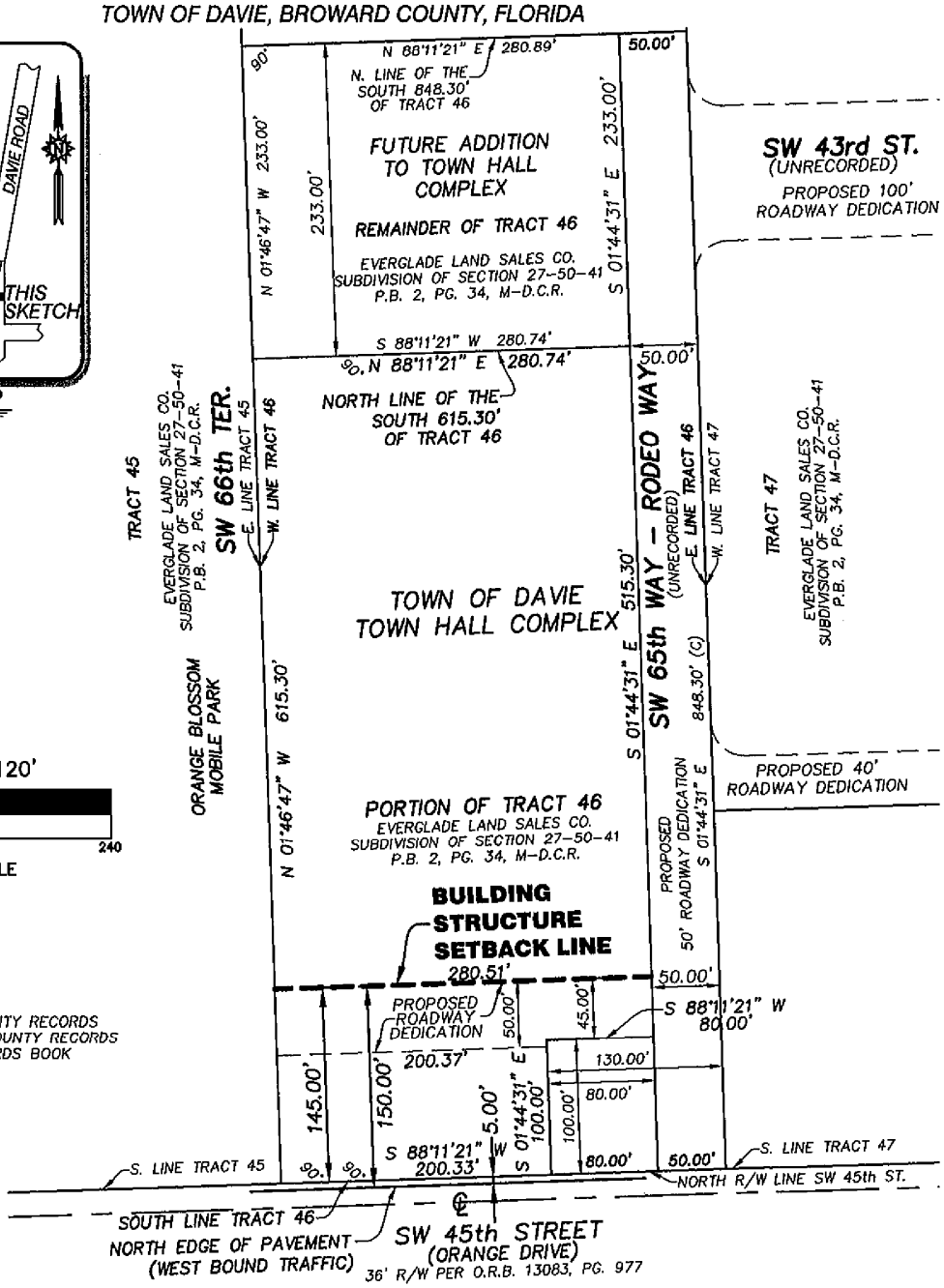
BUILDING STRUCTURE SETBACK LINE

SITUATED, LYING AND BEING IN TRACT 46, EVERGLADE LAND SALES CO.
SUBDIVISION OF SECTION 27, TOWNSHIP 50 SOUTH, RANGE 41 EAST
P.B. 2, PG. 34, M-D.C.R.
TOWN OF DAVIE, BROWARD COUNTY, FLORIDA



LOCATION MAP
NOT TO SCALE

SCALE: 1" = 120'
0 30 60 120 240
GRAPHIC SCALE



LEGEND:

P.B.	PLAT BOOK
PG.	PAGE
B.C.R.	BROWARD COUNTY RECORDS
M-D.C.R.	MIAMI-DADE COUNTY RECORDS
O.R.B.	OFFICIAL RECORDS BOOK
R/W	RIGHT-OF-WAY
℄	CENTERLINE

NOTE:
SEE SHEET 1 FOR THE LEGAL DESCRIPTION OF THE SKETCH GRAPHICALLY SHOWN HEREON.

DATE: Dec 21, 2009 - 3:34pm EST FILE: F:\Draw\Town of davie\08-7182 Town Hall - Bergeron Rodeo\dwg\08-7182 SD Bldg line 2.dwg

SHEET 2 OF 2 | SKETCH NO. 08-71 SD BLDG LINE

TOWN OF DAVIE
TOWN COUNCIL AND
COMMUNITY REDEVELOPMENT AGENCY
JOINT WORKSHOP
JUNE 11, 2009

The meeting was called to order at 11:39 a.m.

Present at the meeting were Mayor Paul, Vice-Mayor Crowley and Councilmembers Caletka, Luis and Starkey. Also present were Town Administrator Shimun, Town Attorney Rayson, and Assistant Town Clerk McDaniel recording the meeting. Self introductions were made.

Community Redevelopment Agency (CRA) Chair Mark Engel described the format for the meeting. Andrew Zitofsky, representing Dover Cole and Partners, said that his company had been working with the CRA for a couple of years on plans for a new Town Hall, about which he would give a brief PowerPoint presentation.

Mr. Zitofsky reminded Council that the Downtown Master Plan that had been adopted two years ago included components for implementation, and one of these components was the new Town Hall. He displayed photos of the existing Town Hall, and explained that it was suffering structural issues. Mr. Zitofsky presented renderings of possible architectural styles for the new building and showed a proposed site near the rodeo grounds.

Mr. Zitofsky drew Council's attention to the parking for the proposed building and explained that this was adjacent to the existing Town Hall. This location would allow the new Town Hall to be built while the existing Town Hall continued to operate, making for a much smoother transition. When the new Town Hall was complete, the CRA would purchase the property where the old Town Hall was located.

Mr. Zitofsky explained that the new Town Hall was approximately 80,000 square feet, with a three-story building in the front and two-story wings in the back. There would be a public plaza in front of the Town Hall that would create an identifiable place where residents could meet and fountains or statues could also be installed.

Mr. Zitofsky advised that the CRA would redevelop the existing Town Hall property for mixed-use. The buildings would be set back from the street, windows and doors would face the street, and there would be the opportunity for outdoor dining.

Redevelopment Administrator Will Allen explained that the CRA wished to purchase 2.636 acres from the Town: the existing Town Hall site from Orange Drive to the parking area. He considered this a creative way for the CRA to help out the Town. Mr. Allen said that the CRA wanted to help finance construction of a new Town Hall, but it was a violation of State statute for the CRA to pay for an administrative building for the Town. Mr. Allen said that the CRA was willing to pay $4.2 million for the property and other considerations. The property had two appraisals - one for $1.35 million and one for just over $2 million. Mr. Allen wished the real estate transaction to be for the smaller amount, so the CRA did not have to pay a $4.2 million comparable when the CRA bought property elsewhere. Additional considerations included paying for the construction of the surrounding streets, and the ability to install drainage and roadways around the property. The CRA would pay $1 million up front for the property, which would help pay for architectural fees and space studies the Town needed to begin the project.

In exchange for the $4.2 million the CRA was going to pay the Town for the site, the CRA wanted an agreement with the Town that it would:

- agree to sell the land to the CRA;
- continue to utilize the existing building, possibly by means of a lease, until a Certificate of Occupancy was issued and employees were moved to the new Town Hall;
- agree that it would construct a new Town Hall on the parking lot side of the building on property measuring approximately 2.6 acres;
- agree to build the new Town Hall within a reasonable period of time, and
- allow the CRA to be involved in the building plan review process by the normal review the CRA made of buildings in the CRA.

The CRA would be able/obligated to:

- demolish the existing Town Hall structure after employees were relocated;
- redevelop the property consistent with the development plans as prepared by Dover Cole and Partners for a mixed-use project with a parking lot surrounded by liner buildings;
- allow the Town, at the CRA's expense, to install a storm sewer project to service the new and old Town Hall sites, and the area west of Davie Road, including the Bergeron Rodeo Arena to provide water retention requirements, and
- install a 40-foot roadway on the southeast edge of the Bergeron rodeo grounds.

Mr. Allen estimated that the drainage improvements would cost approximately $4 million and the perimeter roadway work would cost over $2 million. He indicated that redevelopment of the Town Hall site would include a parking garage, which could service Town Hall, the redevelopment site and the rodeo grounds, and would cost approximately $4 million. Mr. Allen stated that the CRA would also help pay for improvements to the rodeo grounds, including an improved entrance and updating bathrooms and concession stands, which would cost $500,000 to $1 million. Installation of brick pavers and streetlights on Orange Drive from the existing Town Hall site to SW 61 Avenue would cost approximately $2.5 million. Mr. Allen estimated the CRA would spend $15 million within a three to four year period to improve the area, not including redevelopment of the Town Hall site.

Mr. Allen explained that the CRA had not recommended that the new Town Hall be located at the corner of Orange Drive and Davie Road because that was a premier building site and had the most opportunity for collecting ad valorem taxes in the future.

Mr. Allen stated that additional parking would be needed for the new Town Hall and the parking garage would provide 400 spaces: 200 for Town Hall and 200 for the redevelopment area.

Mr. Allen said that some people had expressed concern about building a new Town Hall in difficult economic times. He noted that this project would provide job opportunities in slow economic times and would be a local stimulus package. He anticipated that the Town would also be able to get a break on construction costs. Mr. Allen indicated that the funding sources would make a tax increase to afford the project unnecessary. He believed economic stimulus funds could be used for this project, and the Town could also use some reserve funds. Mr. Allen noted that the Town Hall would save the Town money in future operating costs and provide a healthier work environment for employees.

Mr. Engel explained to Vice-Mayor Crowley that the total funds from CRA was for the property and all of the other improvements Mr. Allen had discussed. Mr. Allen said that the CRA had not considered improvements to the Woman's Club.

Mr. Allen informed Councilmember Luis that no surveys had been conducted to determine how residents of that District and the Town would feel about this project in these economic times, but the CRA believed it was a good time to begin such a project.

Terry Santini, CRA member and property owner in the CRA district, remarked that the downtown area was "appalling" and she wanted the improvements.

CRA Vice-Chair Neal Kalis explained that this proposal would result in no additional tax impact on the businesses or residents. Their intent was to leverage up their money to "get something going" in the area. Ms. Santini pointed out that as the area was redeveloped, there would be a larger tax contribution to the Town.

Tula Amanna, owner of Lums Restaurant, noted that the area had declined over the past 30 years. She felt the existing Town Hall was very sad looking and was not up to standards.

Joan Kovac said that it was a matter of pride. She felt the current building was a sad excuse for a Town Hall and residents would be very proud of the new building.

Councilmember Starkey agreed that the new building would bring civic pride to the community if it were designed and sited properly. She had not been pleased with either of the two architectural designs presented. Councilmember Starkey also believed the building should be located farther to the south and not in such close proximity to the rodeo arena. In her conversations with the CRA, she believed they were not open to considering any changes. Mr. Engel explained that they had tried to be as vague as possible regarding the architecture because this meeting was not concerned with exactly what the building would look like or how it would be laid out. He added that if the building were moved, the view would be across the parking lot instead of directly at Town Hall. Mr. Engel reminded Council that the Town would be responsible only for construction of the building.

Councilmember Starkey asked if the CRA would be flexible regarding shifting the building to the south. Mr. Engel stated that this was the ideal place to build in this area, but the final site decision was up to the Town. Councilmember Starkey referred to the aerial site plan, and suggested moving the building slightly to the south. Mr. Zitofsky stated that they were very flexible regarding architectural design and indicated that these drawings were only conceptual drawings to indicate spatial composition. He believed the position of the building could be adjusted slightly, but cautioned against swapping the positions of the parking area and the Town Hall.

Councilmember Caletka asked about the parking garage. Mr. Zitofsky explained that it would be four levels so it would be hidden by the four-story building.

Ron Bergeron agreed the CRA was challenged to create economic growth and job opportunities, but cautioned the Town about analyzing cost versus benefits. He pointed out that the underground water retention proposal was very costly and he was opposed to anything that would encroach upon the rodeo grounds. Mr. Bergeron agreed that the existing Town Hall was old, but felt it could be repaired. He believed the Town could generate a long-range tax base for the community, and should not concentrate on something that would stimulate the economy for the short-term.

Mayor Paul agreed that a new Town Hall was needed and she liked the proposed location, but objected to spending tax dollars. She said that she would not object to moving the buildings farther back to provide a more park-like setting on Orange Drive so the large building did not dwarf the Woman's Club. Mayor Paul favored conducting the cost versus benefit study as a next step. She said that the Town Hall roof was currently being repaired and a company could be brought in to address the mold issues when repairs were complete.

Councilmember Caletka felt Council had a choice for funding the new Town Hall: use reserve funds or get help from the CRA. He agreed that a new Town Hall was necessary and he liked the proposed location. Councilmember Caletka added that he would support this proposal.

Councilmember Starkey agreed that a new Town Hall was needed, and noted some of the problems in the existing building. She said that she could not support siting the building so close to the

rodeo arena. Even though she did not support the project in its current state, Councilmember Starkey was willing to listen and move forward because she liked the concept.

Councilmember Luis supported the project and believed Council had to make the public understand that "this isn't coming from ad valorem taxes." He felt if this were designed properly, it would enhance the Bergeron Rodeo Grounds. Councilmember Luis thought it would be a waste of money repairing the existing Town Hall.

Vice-Mayor Crowley supported moving forward, for the sake of Town employees.

Mayor Paul wanted to know the cost for a cost-benefit study, so Council could determine if it would be too expensive to include as part of the project. Mr. Kalis asked for clarification regarding Mr. Bergeron's request for the cost-benefit study. Mr. Bergeron reiterated that the underground water retention was very costly, and when the building was leased out, the rates must be competitive. Mr. Kalis clarified that the CRA did not intend to lease the space out to anyone else; private builders would be solicited to build out the space.

Mr. Bergeron suggested building the parking lot closer to the rodeo grounds and moving the building so it could be connected to the parking lot.

Mayor Paul reminded everyone that even in good times, there had been an inability to lease or sell space in two major developments on Griffin Road. Therefore, it was difficult to justify more development to residents.

Councilmember Luis said that the project must be large enough that it would meet the needs of the Town for a long time. Councilmember Starkey suggested another configuration for the site that would maintain the separation between the rodeo grounds and Town Hall.

There being no further business to discuss and no objections, the meeting was adjourned at 1:11 p.m.

Approved_____

_____
Mayor/Councilmember

_____
Town Clerk

NOTICE OF MEETING
DAVIE COMMUNITY REDEVELOPMENT AGENCY
OCTOBER 12, 2009 – 11:30 A.M.
*****CRA MINUTES*****
LOCATION: TOWN HALL COMMUNITY ROOM
MEMBERS OF THE TOWN COUNCIL MAY BE PRESENT

3.2 Review And Approval Of A Contract Between The Town Of Davie and the Davie Community Redevelopment Agency For the Purchase And Sale Of Davie Town Hall

Mr. Allen mentioned the agreement indicates the CRA is purchasing four different properties. The first is 3.799 acres on which the existing Town Hall and part of the existing parking lot is located. This site later will be redeveloped by the CRA. The CRA is also purchasing a 40' right-of-way (1.151 acres) along the edge of the Bergeron Rodeo Grounds which will be developed as a roadway. Existing right-of-way (2.407 acres) is being purchased and these areas will be dedicated as streets to access the various properties. Lastly, the CRA is purchasing an easement over the 4.43 parcel just west of the fire station on Orange Drive which will be utilized as a water retention area to provide the storage area for the west side of Davie Road.

The CRA agrees to pay $4.21 million for all of the properties to be paid over three payments including $1 million at closing, $1 million upon approval of the architectural drawings for Town Hall and $2.21 million after the issuance of a certificate of occupancy for the new Town Hall and the Town vacates the existing Town Hall. The payments are also contingent on complying with all conditions of paragraph 16 which includes conditions such as having a primarily three story Town Hall built within three years, having development plans approved for the CRA site, CRA representation on committees to select the contractors, etc. The CRA agrees to lease the existing Town Hall for a period of up to three years at a dollar a year. There are a number of other conditions such as having the Town and CRA submit for plat approval for the sites, having the CRA construct a parking garage, having the Town waive fees and charges to the CRA wherever possible, etc.

Mr. Allen mentioned he handed out some materials prior to the meeting and a copy of the proposed contract between the Town of Davie and the Davie Community Redevelopment Agency was included in the agenda packet. This document was prepared primarily by CRA Attorney, Sue Delegal. Mr. Allen mentioned it was a very complicated document with many exhibits. This document presents the CRA's viewpoint for the purchase of the existing Town Hall and the ultimate construction of a new Town Hall on the adjoining property, and the CRA redevelopment of the existing Town Hall site. Mr. Allen mentioned that included in the handouts was an executive summary from Sue Delegal, a drawing which is an exhibit which shows the relative location of the Town Hall and the CRA redevelopment area as an exhibit, some comments which Vice Chair Kalis made, and turned this item over to Ms. Delegal to summarize. Vice Chair Kalis indicated he provided Mr. Allen and Ms. Delegal with comments, a lot of which he felt was wording preferences. Ms. Delegal thanked Vice Chair Kalis for his comments.

Ms. Delegal felt Vice Chair Kalis comments could be worked through and asked if the CRA Board could authorize this and allow her to make non substantive changes as the documents is refined which would not need to be brought back to the CRA Board as long as they are just fixing whereas clauses and things like that and the document would be subject to finalization.

Vice Chair Kalis indicated the road easement or right of way that we are purchasing from the Town of Davie which is on 43rd Avenue and SW 65th Way, he was not sure if it was necessary to indicate what the CRA is using it for if the CRA is buying the ROW and it is legally determined to put not only a row of cars on it, but utilities and drainage in it, then that is all his comment was about. Ms. Delegal indicated the easement would include anything such as utilities, roads, row, sidewalks, etc. Vice Chair Kalis wondered who it was going to be dedicated to. Mr. Allen mentioned to the Town of Davie. Ms. Delegal mentioned she was going to have the Town of Davie prepare a deed to the CRA. Vice Chair Kalis wanted to make sure it was not only for a road, but also drainage, utilities, cable and anything else that could be included. Ms. Delegal understood.

Vice Chair Kalis mentioned the same type of thoughts went into his mind about the easements getting us over to the storm water drainage, that we wanted to make sure that anything we could envision that we need to do over that way besides storm water drainage, that we would have the ability to do that and weather or not we are getting a permanent easement on that property and that easement is going over beside the one that is already there and that was clear what abilities the CRA has so that we can assign those rights. Ms. Delegal indicated she did not do that on the overall easement and this one is not that way and asked the CRA Board if they wanted to change it. Vice Chair Kalis thought the CRA should change it and wanted to make sure it was open enough and while he realizes it is non-exclusive, but if there are any restrictions that the CRA wants to restrict. Ms. Delegal indicated with that in mind, she put in the agreement that the parties hereto agree that the use of the property shall be superior to all the uses by the grantor, i.e. Town of Davie and no use of the grantor property, Town of Davie shall be made by the grantor that will prevent the use of the property for storm water drainage, and she mentioned she will add utility and related purposes as described herein. Ms. Delegal indicated she wanted to make sure that this is superior and that the language is specifically in there.

Vice Chair Kalis mentioned they talked about a park. Ms. Delegal agreed. Vice Chair Kalis wondered who would be responsible for the park. Ms. Delegal indicated she did not address the park at all in this document. Vice Chair Kalis wondered if we should address the issue. Ms. Delegal did not think so.

Vice Chair Kalis wondered about the allocation of price if we needed to allocate the price amongst the parcels. Vice Chair Kalis thought at the last meeting, the CRA Board determined that we needed to get an appraisal on SW 65th Way and thought he remembered this and felt this was a recommendation Ms. Delegal had made and thought it was in the minutes. Ms. Delegal indicated Mr. Allen explained to her that it would be appraised in the same manor as the other right-of-way because it was in the same area and they just allocated the same square footage assignment to it and did not have them do a further assessment or appraisal for the property. Ms. Delegal asked if Vice Chair Kalis would like to have an appraisal done. Vice Chair Kalis

indicated this was his thought process and wondered if everyone was comfortable with it and if they were, then that was not a problem. Vice Chair Kalis mentioned that in this one case, we were only buying land that we want to use for an easement or a right-of-way that is around the rodeo arena grounds and this is land that could be developed and the Town could have sold it except for the agreement with Mr. Bergeron and felt that was the negative on that piece of land. Vice Chair Kalis felt that if someone went to appraise the land, they would have to have a copy of the agreement with Mr. Bergeron to figure it into the appraisal to figure out what it was worth to really have a full appreciation of what the property could be used for.

Vice Chair Kalis mentioned that on the SW 65th Way and SW 43rd, this was already a road and he was not sure that it was ever dedicated as a roadway. Vice Chair Kalis thought that if the municipality has maintained it over many years, by way of maintenance map, the County first and then the Town of Davie, it becomes a right-of-way which he did not feel someone could be compensated for. Ms. Delegal indicated there was a statute on that. Vice Chair Kalis wondered if we went through all the right steps to justify the prices and use the right logic, even though we all know we want to get to the $4.2 million dollars and wanted to make sure the numbers were justifiable. Mr. Allen mentioned if Vice Chair Kalis wanted an appraisal he would get one. Ms. Santini did not want to pay for an appraisal.

Ms. Delegal indicated that on page 4, Vice Chair Kalis wanted to review the ability of the CRA to accept title. Vice Chair Kalis indicated no, actually not. Vice Chair Kalis felt this segment was repeated and felt that when he read that, and he could not envision a situation where once we make the title objections known or the problems known that we would not expect the Town to fix it. Ms. Delegal agreed and felt the Town is supposed to do that, but in the event they cannot fix it, then it gives the CRA the option. Ms. Delegal felt if the CRA wants to remove their option to do that and extend the agreement, she did not have a problem with that. Vice Chair Kalis felt it was repeated right after the part he lined out, and it states that if the Town is unsuccessful in removing the Title Defects within said thirty (30) day Cure Period, despite the TOWN's due diligence and best efforts to remove the Title Defects, then the CRA shall elect within ten (10) days after the end of the thirty (30) day Cure Period to either: (i) accept or agree to the Title to the Property or the Easement Parcel as it then is without reduction in the Purchase Price for the Property or the Easement Parcel; or (ii) terminate this Contract, and thereafter the CRA and the TOWN shall be release from all further obligations under this Contract. Vice Chair Kalis indicated his intention was to not get rid of it, but thought it was redundant. Ms. Delegal indicated we could always do an amendment to the contract later with the Town. Ms. Delegal understood where Vice Chair Kalis was coming from.

Ms. Delegal indicated on page 8 under Conditions Precedent, she and Mr. Allen just wanted to make sure this reflects what the CRA Board wants as far as the design of a new Town Hall. Ms. Delegal indicated the way she had it written it could be strengthened or what ever and indicated attached to our document is going to be an exhibit which will show a conceptual rendering of what the new Town Hall will look like as part of it has to be at least three stories and we have asked that we have two CRA representatives on any selection negotiations committees that there are related to a new Town Hall whether it be design or construction, but she was not sure how far to push the language so what we said was the CRA has the right to review and comment in all stages upon the design of a New Town Hall to ensure compatibility of a New Town Hall with a

vision that the CRA has with the Community Redevelopment Area to the extent possible, the Town agrees to incorporate the recommendations of the CRA into the design of the New Town Hall. Ms. Delegal mentioned Vice Chair comment was could this language be strengthened. Ms. Delegal wondered if the CRA would like to have a right of refusal or something like that. Vice Chair Kalis mentioned as some type of control person, he would like to have a material or substantial disagreement with whatever they decide to do, and then our only remedy would be to just take our money back and call it quits. Ms. Delegal indicated so then you do want to include that. Ms. Delegal wondered what would be substantial or material. Ms. Santini felt that covers it saying that they have to design what the CRA is looking for. Ms. Delegal gave an example and said if there was a disagreement and the CRA does not think their design is in accordance, but the Town thinks it is, and they are moving forward, Ms. Delegal wondered what the remedy would be. Ms. Delegal wondered if the CRA would have the right to disagree and to request our money back, and if so, she indicated she did not write it that way. Discussion ensued. It was suggested that the CRA can make a recommendation.

Chair Engel indicated when Ms. Delegal talked about strengthened the language he was not thinking about a way to back out, but a way to describe what our visions are and we want the building to line up with the entrance way and felt the language should be strengthened a little bit with the intent of saying that the new Town Hall should be constructed on the New Town Hall site and the major focal point will be in alignment with the Bergeron Entrance Way, with a minimum of three stories, and prominent architectural feature. Chair Engel indicated under Exhibit "H" – Conceptual Site Plan – it just had renderings. Mr. Allen mentioned that would be included. Ms. Delegal felt it should be a little more defined and wanted to tighten up the language. Ms. Delegal mentioned there was a lot of talk at the joint meeting with Town Council and wanted to have a meeting of the minds on where it was going to be with the location of the building, where the entrance of the building was going to be, and she did not want to argue later about it. Chair Engel felt that the main focal point of the building or the largest volume or accent should be on the terminus of SW 65th Way. Ms. Delegal wondered if we could do it in terms of words rather than trying to locate it. Chair Engel indicated it could also state, "as shown or as depicted on the rendering." Ms. Delegal indicated she was going to add some terminology. Ms. Aitken indicated we were not talking about footprint; we were talking about locations and main elevation space, and main focal point of the architecture. Chair Engel indicated the main architectural feature of the Town Hall should show the terminus of SW 43rd and the height and it should say prominent. Vice Chair Kalis felt the reality is that people at Town Hall change and felt there was some very different opinions at the meeting that we have had and one person would say in their opinion this is prominent, but in our opinion, it was not, so the use of a word without an example for that could put you in a major debate and respect what Ms. Santini and Mr. Dorn are saying, but if the CRA doesn't have any teeth to this at the point this happens, then the Town could think that they are meeting the spirit of this agreement and the council might change. Vice Chair Kalis felt they might say they have the money and now they are going to do what they want to do, and wanted to avoid that and wanted to see if there was any way to say if you want to go your way, then go your way, but this was not what we had agreed to and was not sure what could be done about it. Vice Chair Kalis wondered what the penalty would be if they did not do it. Ms. Santini felt if we write it in the contract and they don't do it, then the contract is voided and the Town would default. Vice Chair Kalis wondered what the remedy would be and if we would get our money back. Ms. Delegal indicated no, that is not the way she wrote the

contract because we left the final decision making to the Town Council, but it has to meet the CRA's criteria and we could say they are in default. Ms. Delegal gave an example and if they said it was going to be a one story building and the contract calls for a three story building, they would be in breach of contract and we don't pay them the $1 million dollars which is due to them upon approval of architectural drawings, then we would need to declare a default and unwind the contract and seek damages back. On the other hand, if we get three stories, we have the terminus, but we are not sure if we like it, or we like the design and we think it might not be in favor of keeping with our flavor of the CRA Redevelopment Plan, and they think they do and we don't, there is no remedy for that because we are leaving the final judgment call to the Town Council because we are not having a veto power over the design and architecture other than what we are putting in there over Town Hall and wondered if the CRA Board wanted to have the final say and if the CRA Board wanted to have the final say to declare the contract or at least have a judge say whether or not that would be remissible. Mr. Allen did not feel the Town Council would go along with that. Ms. Aitken wondered if we could have a stronger voice. Ms. Delegal indicated the CRA was going to have two representatives on the committees. Ms. Aitken wondered if the CRA would be allowed to vote. Ms. Delegal indicated they would have a vote, but Town Council would have the final decision. Chair Engel felt we have the same goals here and felt we have enough language in the contract to portray what we want, and the CRA would still have input into the project.

Vice Chair Kalis wondered why this project was any different than other projects in the past. Mr. Dorn felt that if we change the wording to much, the Town might not like that and say their finished. Vice Chair Kalis wondered why this was different than the Downtown Davie Project. He mentioned we had definite ideas on what we wanted and we held the purse string to effectuate it. Ms. Santini mentioned we did it. We had Flashback Diner who came in, and you did not tell her this was the way she was going to build it. Vice Chair Kalis mentioned but the CRA approved her plans. Ms. Santini mentioned the CRA made suggestions. Vice Chair Kalis indicated the difference is that the plan was approved the way the CRA wanted it and whatever concessions the CRA made, we made and the CRA agreed based on the plans to give money and if the plan was not built, the CRA did not have to give any money. Ms. Delegal agreed. Vice Chair Kalis wondered if everyone was working together, why the Town would even feel this was a problem as the CRA has no control over the make-up on the problem. Discussion ensued. Chair Engel suggested having Dover Kohl come up with a paragraph or two with flowery words to tie it all together. He suggested the description including Town Hall should be constructed on the New Town Hall site and the major focal point will be in alignment with the Bergeron Entrance Way, with a minimum of three stories, and have a prominent architectural feature. Vice Chair Kalis wondered what the remedy would be. Chair Engel indicated if the Town does not do it, then they are in breach of contract and we get our money back and we don't pay any additional money. Chair Engel felt this could not be a subjective thing, and felt it should be tied to concrete performance standards such as massing alignment and focal points. Vice Chair Kalis felt there should be a schedule attached which outlines the critical elements that must be incorporated into the plan. Ms. Delegal indicated if we know what they are. Chair Engel asked Mr. Allen to speak with Andrew Zitofsky from Dover Kohl and to see what type of performance standards they could come up with. Chair Engel indicated this way, it will not be subjective.

Ms. Aitken wondered what if we could technically satisfy all these requirements and yet the building might be modern and we don't like it. Chair Engel felt it should say that it must be consistent with the Downtown Master Plan and the Western Theme Manual and felt it would be ok as it would all be tied together.

Vice Chair Kalis indicated on page 9 – he had a question about the set back from Orange Drive. Vice Chair Kalis seemed to recall that there is some sort of irregularity about where the right-of-way line is for Orange Drive and thought it was either too far south or too far north and the road actually does not sit in the right-of-way. Chair Engel indicated the road is in the canal maintenance easement. Ms. Delegal asked if it should state to the edge of existing pavement. Vice Chair Kalis felt we should have some type of standard that perceptually from our perception achieves what we want and it seemed like we agreed that we could live with 150', but he was not sure where from. So his question was, was it from the edge of the existing pavement, then that is what we should say. If we are talking from a right-of-way line, which might be somewhere else, then we need to say that. Chair Engel felt it was from the edge of pavement because the road was actually south of the right-of-way. Mr. Gibney indicated if they ever realign it, it would move further to the north. Ms. Santini felt we should do it from the edge of pavement. Vice Chair Kalis confirmed his memory was correct. Chair Engel and Mr. Gibney agreed. Vice Chair Kalis confirmed it would be 150' from the northern edge of the existing paved westbound travel lanes not including the parking on Orange Drive. Mr. Allen felt that should be added.

Chair Engel wondered the CRA was buying that property and if that part of it is being turned into a park and wondered if the CRA was going to own the park and have the maintenance of it. Mr. Allen mentioned it would be part of the private development. Ms. Delegal agreed. Vice Chair Kalis wondered if it could be interactive with the building, it's just not going to have a building on it. Ms. Delegal agreed. Chair Engel indicated it is just going to have a road dividing it from the building. Chair Engel indicated it was going to have a road dividing it so that our building with café's will have a road with parking separating it from the park. Mr. Allen indicated that was in the 150'. Chair Engel agreed and indicated the actual green space will be about 90-100 feet and thought that perhaps we develop the road and then say have a park. Vice Chair Kalis felt we needed to be careful on this, because it states that the setback for the redevelopment project should be 150'. Chair Engel indicated it would be to any occupied vertical improvement. Ms. Delegal indicated a setback is a vertical improvement. Vice Chair Kalis indicated what Chair Engel is saying for example, the roadway which will be part of the redevelopment project will be within the 150' not outside of it and did not feel the agreement is where it leads you to. Ms. Delegal said if Vice Chair Kalis would like it clarified she could change it. Ms. Delegal indicated she could change it to say the building setback for the redevelopment project. Chair Engel indicated this goes back to the plan Dover Kohl did and if it has a dimension on it, and asked if they could draw a line showing 150' to the building and then it could show the parking, driveway, etc. Ms. Delegal indicated she could take the wording redevelopment project out and say the building setback shall be no less than 150 feet from the property line. Vice Chair Kalis liked that idea. Vice Chair Kalis felt you needed to say what would be in it within the 150'. Mr. Allen did not think we needed to say that because per the site plan, which shows the road. Vice Chair Kalis wondered if the site plan was going to be included. Mr. Allen indicated it was. Vice

Chair Kalis asked if the dimension could be added to the site plan which will show the vertical face of the building. Mr. Allen agreed and indicated that would not be a problem.

Vice Chair Kalis wondered what happens when the CRA sunsets. Ms. Delegal indicated it will automatically by statute revert back to the Town.

Vice Chair Kalis had a question on page 11, number 19 – Agreement of the CRA. Vice Chair Kalis wondered if the parking garage was going to be rapped by commercial buildings, so what would happen if within the time period we don't have a developer. Chair Engel agreed and felt this should say with or without liner buildings. Vice Chair Kalis wondered if the liner building could be built later. Chair Engel felt they could be built later and was not sure we could say that we will have the certificate of completion for the parking garage for the date the new Town Hall is done. Ms. Delegal wondered how they would have parking. Chair Engel indicated then it needed to say that the parking garage has to be built with or without the surrounding development. Chair Engel wondered what happens if they start building Town Hall, but we cannot find a developer that cares to build the liner buildings. Ms. Delegal indicated the CRA is obligated to build this parking garage. Chair Engel felt the CRA needed to have the ability to build it with out the surrounding buildings. Vice Chair Kalis wondered if the CRA had the money to build this. Mr. Allen indicated we could build it with the bond issue money. Vice Chair Kalis wondered what the cost might be per space. Chair Engel felt it was about $9,000 per space. Chair Engel felt we needed to do a site plan and felt we needed to get more detailed to figure out how many on street parking spots we have and felt we needed to get a lot more detailed. Discussion ensued. Vice Chair Kalis wondered if we needed to allocate spaces in this agreement and if so, how many for Town Hall and how many for the commercial. Mr. Allen indicated if we don't build the liner buildings, then we are going to have to have those spots out there for Town Hall. Vice Chair Kalis wondered if we build a 400 parking space garage and it is shared parking to be shared between Town Hall and the future commercial retail and residential development on the site, then we can play with those numbers later vs. allocating them later. Ms. Delegal suggested we could say that we are going to approve 400 parking spaces and the CRA will agree to build what ever the code requires at the time of the construction of the new Town Hall and that the CRA will provide the code required amount of parking spaces and not to exceed 400 spaces. She wanted to make sure the CRA had enough spaces for their development. Vice Chair Kalis wanted to make sure it was clear that it would be considered shared parking. Ms. Delegal agreed. Vice Chair Kalis wanted to make sure the Town could not go in there and say the first two floors are theirs. Ms. Delegal indicated it was the CRA's parking garage. Vice Chair Kalis felt the demand would change throughout the daytime and nighttime hours.

Ms. Delegal was still not clear on the amount and wondered if the CRA Board wanted to delete references to 250 and 400. Vice Chair Kalis wondered if there was some reason to show the amount. Ms. Delegal wondered if the CRA Board wanted to have a maximum beyond which they will want to have. Mr. Allen felt we should say 400 spaces. Chair Engel felt we should say up to a 400 space garage and felt that when you get into a green building, it encourages reducing the amount of parking provided and if we say we are going to build 400 it may hurt the building for green status and we should say up to a 400 space garage to be shared by Town Hall and the future development. Ms. Delegal wondered how we should amend beyond where they don't get. Ms. Delegal wondered what if they change their code and we have not agreed otherwise. Chair

Engel felt it should say it should be shared by Town Hall and the future development of the site. That means that those two have to work together under the 400. Vice Chair Kalis wondered how many square feet is the proposed Town Hall facility. Mr. Allen indicated they were anticipating somewhere around 60,000 square feet. Ms. Delegal urged that we do some type of upper limits beyond what the Town will be limited to. Chair Engel wondered if it could be the Code required parking at the time of the agreement. Ms. Delegal indicated that is what she was going to do and she would prefer an amount. Chair Engel indicated he would say at the time of the agreement and wondered if it should say non-exclusive, shared parking. Ms. Delegal indicated the CRA is going to reserve to assign private parking, because we will have to do that in order to get a developer interested for the residential. Vice Chair Kalis agreed. Vice Chair Kalis felt that if it was wrapped with retail, the retail occupants will want to have some type of reserved parking behind their units for them, so we need to be able to control some of that.

Chair Engel wondered if there were any tanks under the Huck Liles Property. Mr. Allen indicated that is why we need to have an environmental study done.

Vice Chair Kalis made a motion to approve the contract with incorporating the comments today plus whatever other comments Ms. Delegal feels needs to be added from a legal perspective. The motion was seconded by Ms. Aitken. In a voice vote, with Mr. Gill and Mrs. Kovac absent, all members voted in favor. (Motion passed 5-0) Vice Chair Kalis thanked Ms. Delegal and Mr. Allen for all of their hard work.