

# TOWN OF DAVIE

## TOWN COUNCIL AGENDA REPORT

**TO:** Mayor and Councilmembers

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

**SUBJECT:** Resolution - Developers Agreement  
DA 6-3-02 MJB/Davie I Plat, 5990 SW 82 Avenue/Generally located at the northeast corner of SW 82 Avenue and Stirling Road

**AFFECTED DISTRICT:** District 3

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

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE, BROWARD COUNTY, AND LANTANA SQUARE SHOPPING CENTER, LTD. AND NADINE CURCIE, FOR REGIONAL ROAD CONCURRENCY RELATING TO THE MJB/DAVIE I PLAT; PROVIDING FOR REMEDIAL MEASURES TO SATISFY CONCURRENCY REQUIREMENTS; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

### **REPORT IN BRIEF:**

On March 19, 2002, Town Council passed Resolution No. 2002-66, approving a boundary plat consisting of 11.776 acres for 90,000 square feet of commercial use. In order to satisfy roadway concurrency for this plat, the developer is entering into an agreement requiring contribution towards roadway improvements. The developer has agreed to pay \$25,000 which represents the County's cost to install video detection equipment at the intersection of Stirling Road and University Drive. The Town is party to this Developers Agreement solely for the purpose of issuing a certificate of occupancy. The agreement states that the Town shall not issue a certificate of occupancy for any development within the plat until the Town receives confirmation from the County that the payment required has been received.

**PREVIOUS ACTIONS:** None

**CONCURRENCES:** None

**FISCAL IMPACT:** None

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

**Attachments:** Resolution, Regional Road Concurrency Agreement, Future Land Use Map, Subject Site, Zoning and Aerial Map

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

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE, BROWARD COUNTY, AND LANTANA SQUARE SHOPPING CENTER, LTD. AND NADINE CURCIE, FOR REGIONAL ROAD CONCURRENCY RELATING TO THE MJB/DAVIE I PLAT; PROVIDING FOR REMEDIAL MEASURES TO SATISFY CONCURRENCY REQUIREMENTS; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Lantana Square Shopping Center, Ltd. and Nadine Curcie propose to develop properties known as the MJB/Davie I Plat; and

WHEREAS, Broward County requires remedial measures to satisfy concurrency requirements related to the MJB/Davie I Plat.

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

SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor and Town Administrator to enter into an Agreement, attached hereto as Exhibit "A", between Broward County, Lantana Square Shopping Center, Ltd. and Nadine Curcie, and the Town of Davie, whereby the Town of Davie shall not issue any certificates of occupancy until the improvement described is constructed in accordance with the Agreement.

SECTION 2. The Town Administrator and Town Attorney are authorized to make and accept non-substantive revisions to the agreement in order for the agreement to be in final, recordable form.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2002.

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

Attest:

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2002.



Return recorded document to:

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

Document prepared by:

Dawn C. Sonneborn  
Miller, Legg & Associates, Inc.  
1800 N. Douglas Road, Suite 200  
Pembroke Pines, Florida 33024

COPY

---

**REGIONAL ROAD CONCURRENCY AGREEMENT -  
COUNTY PROJECT**

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

AND

Lantana Square Shopping Center, Ltd. and Nadine Curcio, its successors and assigns, hereinafter referred to as DEVELOPER,

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

The Town of Davie, a municipal corporation, created and existing under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "Town,"

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

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

WHEREAS, DEVELOPER has applied for approval of or an amendment to the MJB/Davie I Plat, hereinafter referred to as "PLAT," more particularly described in Exhibit "A" attached hereto and made a part hereof; and

CAF#369  
01/01/02

WHEREAS, on October 23, 2001, the Broward County Development Management Division issued a Notification of Failure to Satisfy Broward County Concurrency Standards for the regional transportation network, finding that the application for approval of or amendment to the PLAT does not satisfy the impact area concurrency standards for the regional road network as stated in Section 5-182 of the Broward County Land Development Code ("CODE"); and

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

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

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

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

1. The above recitals are true and correct and are hereby incorporated herein.
2. CONSTRUCTION OF IMPROVEMENTS.
  - (a) DEVELOPER agrees to pay \$25,000 which represents COUNTY's cost of the IMPROVEMENT(S) described in Exhibit "B," hereinafter referred to as "the Improvements." DEVELOPER agrees that payment must be made either prior to recordation of the plat or the agreement amending the note on the face of the plat.
  - (b) COUNTY and DEVELOPER agree that no security is required for the IMPROVEMENT(S), as the payment will be made prior to recordation of the plat or the agreement amending the note on the face of the plat.
  - (c) In the event that the amount of money or any portion thereof the DEVELOPER has agreed to pay pursuant hereto becomes due and payable as provided herein and continues unpaid for thirty (30) days or more thereafter, the entire unpaid balance of such amount, plus costs and interest accrued from the due date at the rate of twelve (12) per cent per annum, shall become immediately due and payable.

(d) Developer agrees that this agreement shall be recorded in the Official Records of Broward County, Florida, against the property described in Exhibit "A" to put subsequent purchasers, grantees, heirs, successors and assigns of any interest in such property on notice of the obligations set forth herein, which shall run with the property until fully paid and performed. However, the amount(s) set forth above shall not constitute a lien on the property unless and until the provisions below are activated by the recording of a "Notice of Lien."

3. CONCURRENCY COMPLIANCE. COUNTY finds that by executing and complying with the terms of this Agreement, DEVELOPER has satisfied the adequacy of the Regional Roadway Network requirement of the Broward County Land Development Code for the PLAT as approved by the COUNTY.
4. If the property is within a municipality, TOWN agrees not to issue a certificate of occupancy for any development within the PLAT until TOWN receives confirmation from COUNTY that the payment required pursuant to Section 2(a) has been received by COUNTY.
5. NOTICE. Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

Director, Development Management Division of Broward County  
115 South Andrews Avenue, Room A240  
Fort Lauderdale, FL 33301

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

**For the DEVELOPER:**

Lantana Square Shopping Center, Ltd. and Nadine Curcio

c/o Southeast Properties

1645 SE 3rd Court, Suite 200, Deerfield Beach, Florida 33441

**For the TOWN:**

Town of Davie - City Clerk

6591 Orange Drive

Davie, Florida 33314-3399

6. **RECORDATION.** This Agreement shall be recorded in the Public Records of Broward County Florida, at the DEVELOPER'S expense. The benefits and obligations contained in this Agreement shall inure to grantees, successors, heirs, and assigns who have an interest in the PLAT.
7. **VENUE: CHOICE OF LAW.** Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue sits, and shall be governed by the laws of the State of Florida.
8. **CHANGES TO FORM AGREEMENT.** DEVELOPER represents and warrants that there have been no amendments or revisions whatsoever to the form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.
9. **CAPTIONS AND PARAGRAPH HEADINGS.** Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.
10. **NO WAIVER.** No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
11. **EXHIBITS.** All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten provisions

inserted in this Agreement or attached hereto shall control all printed provisions in conflict therewith.

12. FURTHER ASSURANCES. The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
13. ASSIGNMENT AND ASSUMPTION. DEVELOPER may assign all or any portion of its obligations pursuant to this Agreement to a grantee of the fee title to all or any portion of the property described in Exhibit "A." DEVELOPER agrees that any assignment shall contain a provision which clearly states that such assignment is subject to the obligations of this Agreement.
14. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the parties to this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Road Impact Fee Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair or Vice Chair, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_; and Lantana Square Shopping Center, Ltd signing by and through its General Partner, duly authorized to execute same.

**COUNTY**

ATTEST:

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
County Administrator and Ex-  
Officio Clerk of the Board of  
County Commissioners of  
Broward County, Florida

By \_\_\_\_\_  
Chair  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to form by  
Office of County Attorney  
Broward County, Florida  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-6968

By \_\_\_\_\_  
Assistant County Attorney  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**DEVELOPER-CORPORATION/PARTNERSHIP**

Lantana Square Shopping Center, Ltd.  
By: G.P. Lantana Square Shopping Center, Inc.  
Its General Partner

Witnesses (if partnership):

[Signature]  
(Signature)  
Print name: Bonny Pettis

[Signature]  
(Signature)  
Print name: MARC GEISERMAN

Name of Developer (corporation/partnership)

By [Signature]  
(Signature)  
Print name: Marc J. Geiserman  
Title: President

Address: 1645 SE 3rd Court, Suite 200  
Deerfield Beach, Florida 33441

23<sup>rd</sup> day of April, 2002

ATTEST (if corporation):

[Signature]  
(Secretary Signature)  
Print Name of Secretary: Robert Geiserman

(CORPORATE SEAL)



**ACKNOWLEDGMENT: CORPORATION/PARTNERSHIP**

STATE OF FLORIDA )  
  ) SS  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of April, 2002, by Marc J. Geiserman, President of G.P. Lantana Square Shopping Center, Inc., a Florida corporation/partnership, on behalf of the corporation/partnership. He or she is:  personally known to me, or  produced identification. Type of identification produced \_\_\_\_\_



My commission expires: 10-2-02

NOTARY PUBLIC:  
[Signature]  
Print name: Lynda Kester

TOWN  
(If Property is located within a Town)

WITNESSES:

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

ATTEST:

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

Town of \_\_\_\_\_

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

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

By \_\_\_\_\_  
Town Manager

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

APPROVED AS TO FORM:

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

## EXHIBIT "A"

### LEGAL DESCRIPTION

ALL OF TRACTS 61 AND 61A, "THE EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION OF SECTION 33, TWP. 50 SO., RANGE 41 EAST, DADE COUNTY, FLORIDA", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 67 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA;

LESS THE RIGHT OF WAY FOR STIRLING ROAD AS DESCRIBED OFFICIAL RECORD BOOK 19996, PAGE 69, BROWARD COUNTY RECORDS, OFFICIAL RECORD BOOK 3796, PAGE 542, BROWARD COUNTY RECORDS, AND THE SOUTH 20 FEET OF SAID TRACT 61A LYING WITHIN 20.00 FEET OF THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 33, TOWNSHIP 50 SOUTH, RANGE 41 EAST ACCORDING TO SAID PLAT;

ALSO LESS THE RIGHT OF WAY FOR SW 82nd AVENUE ACCORDING TO SAID PLAT, SAID RIGHT OF WAY LYING WITHIN THE WEST 20.00 FEET OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 33, TOWNSHIP 50 SOUTH, RANGE 41 EAST;

ALSO LESS A PORTION OF SAID TRACT 61 DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TRACT 'A', "STIRLING TRAIL WEST", AS RECORDED IN PLAT BOOK 123, PAGE 11, OF THE PUBLIC RECORDS BROWARD COUNTY, FLORIDA; THENCE SOUTH 01°54'15" EAST ALONG THE WEST LINE OF SAID TRACT 'A', "STIRLING TRAIL WEST", 330.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE OF SAID TRACT 'A', 330.00 FEET; THENCE SOUTH 87°28'45" WEST, ALONG THE SOUTH LINE OF TRACT 61, 264.43 FEET; THENCE NORTH 01°54'23" WEST, 330.00 FEET; THENCE NORTH 87°28'45" EAST, 264.44 FEET TO THE POINT OF BEGINNING.

ALSO LESS A PORTION OF SAID TRACT 61 DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF TRACT 'A', "STIRLING TRAIL WEST", AS RECORDED IN PLAT BOOK 123, PAGE 11, OF THE PUBLIC RECORDS BROWARD COUNTY, FLORIDA; THENCE SOUTH 01°54'15" EAST ALONG THE WEST LINE OF SAID TRACT 'A', "STIRLING TRAIL WEST", 330.00 FEET; THENCE SOUTH 87°28'45" WEST, 264.44 FEET; THENCE NORTH 01°51'23" WEST, 83.08 FEET; THENCE SOUTH 88°04'33" WEST, 375.58 FEET; THENCE NORTH 01°54'16" WEST, ALONG THE WEST LINE OF SAID TRACT 61, 243.01 FEET; THENCE NORTH 87°28'45" EAST ALONG THE NORTH LINE OF SAID TRACT 61, 640.02 FEET TO THE POINT OF BEGINNING.

SAID LANDS ALSO DESCRIBED AS FOLLOWS:

A PORTION OF TRACTS 61 AND 61A, SECTION 33, TOWNSHIP 50 SOUTH, RANGE 41 EAST, "THE EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION OF SECTION 33, TWP. 50 SO., RANGE 41 EAST, DADE COUNTY, FLORIDA", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 67 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

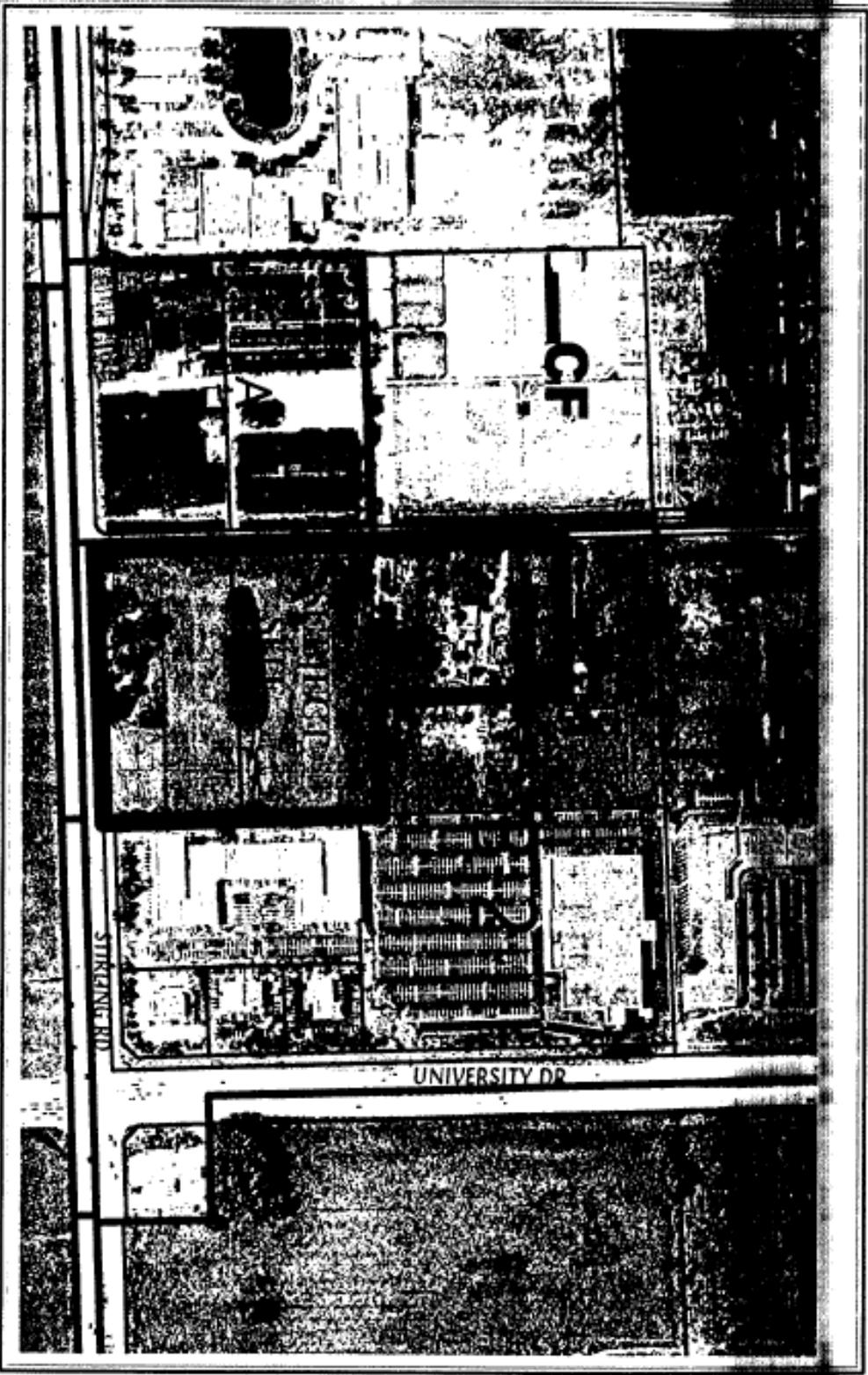
BEGIN AT THE SOUTHWEST CORNER OF TRACT 'A', "STIRLING TRAIL WEST", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 123, PAGE 11 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF STIRLING ROAD, AS DESCRIBED IN OFFICIAL RECORD BOOK 19996, PAGE 69 OF SAID PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, THE FOLLOWING FOUR (4) COURSES: (1) SOUTH 42°56'20" WEST 22.69 FEET; (2) SOUTH 86°26'33" WEST 214.09 FEET; (3) SOUTH 87°46'51" WEST 379.82 FEET; (4) NORTH 47°03'44" WEST 42.54 FEET TO THE EAST RIGHT OF WAY LINE OF SW 82nd AVENUE AS SHOWN OF SAID PLAT OF "THE EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION OF SECTION 33, TWP. 50 SO., RANGE 41 EAST, DADE COUNTY, FLORIDA"; THENCE ALONG SAID EAST RIGHT OF WAY LINE, NORTH 01°54'18" WEST 1019.68 FEET; THENCE NORTH 88°04'28" EAST 375.57 FEET; THENCE SOUTH 01°54'23" EAST 413.11 FEET TO THE SOUTH LINE OF SAID TRACT 61; THENCE ALONG SAID SOUTH LINE, NORTH 87°28'46" EAST 264.43 FEET TO THE WEST LINE OF SAID TRACT 'A'; THENCE ALONG SAID WEST LINE, SOUTH 01°54'15" EAST 615.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA AND CONTAINING 560,771 SQUARE FEET (12.874 ACRES) MORE OR LESS.

**EXHIBIT "B"**  
**IMPROVEMENTS**

Prior to plat or note amendment recordation, pay \$25,000 to Broward County for the installation of video detectors for all approaches at the intersection of

Video detectors shall utilize ITERIS "VANTAGE-PLUS" video detector assemblies, ECONOLITE "SOLO PRO" video detector assemblies, or approved equivalent. *Depending on the intersection conditions, the system shall consist of three to six cameras with no more than six (6) lanes per camera, a video detection processor (VDP) capable of processing six wireless or wired video sources and a pointing device. The VDP shall be housed in a durable metal enclosure suitable for shelf mounting, not to exceed 0.58 feet height, 1.46 feet width and 0.87 feet depth. The VDP shall be modular in construction with plug in field replaceable units (FRU's) to minimize trouble shooting and repair time. The initial detection zones shall be dimensioned to comply with dimensions as per the plans.*



**PETITION NUMBER: DA 6-3-02**

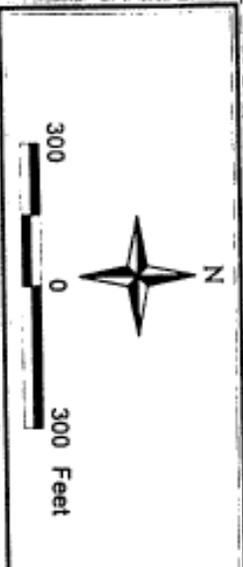
Zoning and Aerial Map

Date: Flown: January, 2001

Scale: 1" = 300'

Planning & Zoning Division - GIS

Prepared 6/21/02



PETITION NUMBER: DA 6-3-02  
FUTURE LAND USE MAP  
Date: Flown: January, 2001  
Scale: 1" = 300'  
Planning & Zoning Division - GIS  
Prepared 6/21/02

