TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Mark A. Kutney, AICP, Development Services Director/(797-1101)
Prepared by: Bradley Swing, AICP, Planner II

SUBJECT: Resolution – Amendment to Annexation Agreement – Jolmy Enterprises

AFFECTED DISTRICT: District 4

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AMENDING AN ANNEXATION AGREEMENT BETWEEN THE TOWN OF DAVIE AND JOLMY ENTERPRISES, INC., AND PROVIDING AN EFFECTIVE DATE.

REPORT IN BRIEF: The resolution before Town Council this evening is based on the need to provide for an amendment to the Annexation Agreement between the Town of Davie and Jolmy Enterprises, Inc. On June 19, 1996, the Town entered into an Annexation Agreement with Jolmy Enterprises, Inc. to annex property into the Town located at the southeast corner of I-595 and Florida's Turnpike. The Annexation Agreement included a provision that Jolmy shall be allowed to construct a total of three (3) billboards on the property which will also contain a full-service travel business center.

The purpose of this resolution is for Town Council to authorize Mayor to execute the amendment to the Annexation Agreement. This amendment specifically relates to the height and the spread of the billboards on the property. Approval of this resolution will allow the Town to process permits for the proposed billboard sites in accordance with Section 39-325 of the Broward County Code and all applicable State of Florida regulations.

PREVIOUS ACTIONS: None

CONCURRENCES: None.

FISCAL IMPACT: None

RECOMMENDATION(S): Staff finds the resolution complete and suitable for transmittal to Town Council for further consideration.

Attachment(s): Resolution, Letter from Jolmy Enterprises, Proposed Billboard Location Site, Zoning and Aerial Map, Future Land Use Map

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AMENDING AN ANNEXATION AGREEMENT BETWEEN THE TOWN OF DAVIE AND JOLMY ENTERPRISES, INC., AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 19, 1996, by Town of Davie Resolution Number R-96-194, the parties, Town of Davie and Jolmy Enterprises, Inc. entered into an Annexation Agreement, a copy of which is attached hereto as Exhibit "A", providing that the property at issue in the Agreement was to be annexed into the Town; and

WHEREAS, it was the parties intention at the time of entering into the Agreement, and remains the parties intention, that Jolmy be allowed to construct three (3) billboards on the Property; and

WHEREAS, Paragraph number 6 of the Agreement, entitled "Sign Regulations" provided that the billboards were to be constructed in accordance to the style, size and lettering restrictions in Section 39-325 of the Broward County Code; and

WHEREAS, Paragraph number 5, Section number 8 of the Agreement, entitled "Amendments and Modifications" provides that the Agreement can be modified or amended upon written consent of both parties; and

WHEREAS, the attached Amendment to Annexation Agreement between the Town of Davie and Jolmy Enterprises, Inc., amends the agreement previously approved by Resolution Number R-96-194.

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, or his designee, to execute the Amendment to Annexation Agreement between the Town of Davie and Jolmy Enterprises, Inc., attached hereto and made a part hereof as Exhibit "B".

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2003.

_____
MAYOR/COUNCILMEMBER

ATTEST:

_____
TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2003.

AMENDMENT TO ANNEXATION AGREEMENT BETWEEN
THE TOWN OF DAVIE AND JOLMY ENTERPRISES, INC.

WHEREAS, on June 19, 1996, the parties, Town of Davie ("Town") and Jolmy Enterprises, Inc. ("Jolmy") entered into an Annexation Agreement ("the Agreement") providing that the property at issue in the Agreement ("the Property") was to be annexed into the Town; and

WHEREAS, it was the parties intention at the time of entering into the Agreement, and remains the parties intention, that Jolmy be allowed to construct three (3) billboards on the Property; and

WHEREAS, Paragraph number 6 of the Agreement, entitled "Sign Regulations", provides that the billboards were to be constructed in accordance to the style, size and lettering restrictions in Section 39-325 of the Broward County Code; and

WHEREAS, in order for such billboards to be useful and effective, they need to be erected at a height which exceeds the height restrictions in the Broward County Code and at a Ninety (90) Degree spread; and

WHEREAS, Paragraph number 5, Section number 8 of the Agreement, entitled "Amendments and Modifications" provides that the Agreement can be modified or amended upon written consent of both parties.

NOW, THEREFORE, the parties wish to amend the Agreement and hereto agree as follows:

1. Height Regulations On Billboards. The Town and Jolmy agree that, notwithstanding any Town regulation to the contrary, Jolmy shall be allowed to construct three (3) billboard signs on the Property as follows:

a. A billboard on the Eastern location of the property is not to exceed the height of 65 feet above the finished grade of the property; and
b. A billboard on the Southwest location of the property is not to exceed the height of 65 feet above the finished grade of the property; and
c. A billboard in the center location of the property is not to exceed the height of 90 feet above the finished grade of the property.

2. Spread Of Billboards. The Town and Jolmy agree that, notwithstanding any Town regulations to the contrary, Jolmy shall be allowed to construct the three (3) billboard signs on the Property with a Ninety (90) Degree spread.

3. Compliance With Broward County Code And State Of Florida Department Of Transportation Regulations. Except as modified in Paragraphs 1 and 2 above, billboards will comply with Section 39-325 of the Broward County Code and all applicable State of Florida regulations.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Annexation Agreement on the respective dates under each signature; Jolmy signing by and through its duly authorized representative; and the Town through its Town Council, signing by and through its Mayor, or his designee, authorized to execute same by Town Council Action on _____ day of _____, 2003.

ATTEST:

TOWN

TOWN OF DAVIE

_____
TOWN CLERK

By:_____
MAYOR/COUNCILMEMBER

Approved as to form:

_____ day of _____, 2003

By:_____
TOWN ATTORNEY

AGREEMENT BETWEEN TOWN OF DAVIE AND JOLMY ENTERPRISES, INC.

Witnesses:

JOLMY ENTERPRISES, INC.

_____

_____
William E. Myers, President

_____

_____ day of _____, 2003

ANNEXATION AGREEMENT BETWEEN
THE TOWN OF DAVIE AND JOLMY ENTERPRISES, INC.

THIS ANNEXATION AGREEMENT, executed this 19th day of June, 1996, made and entered into by and between the TOWN OF DAVIE, a municipal corporation of the State of Florida ("Town") and JOLMY ENTERPRISES, INC., a Florida corporation ("Jolmy").

W I T N E S S E T H:

WHEREAS, Jolmy holds fee simple title to the lands legally described in Exhibit "A" (the "Property"); and

WHEREAS, the Property was zoned by the Board of County Commissioners of Broward County as "A-5" or "Agricultural Excavation A-5 District"; and

WHEREAS, the land use for the Property was designated by the Broward County Comprehensive Plan as "Industrial"; and

WHEREAS, Jolmy desires to voluntarily annex the Property into the Town upon certain terms and conditions as set forth in this Annexation Agreement; and

WHEREAS, the Town Council of the Town of Davie (the "Town Council") has determined that:

A. The Property is owned by Jolmy;

B. The Property is contiguous to the municipal boundaries of the Town;

C. The Property is not included within the boundary of another incorporated municipality;

D. The Property is reasonably compact; and

E. The annexation of the Property will not result in the creation of enclaves; and

WHEREAS, the Town has determined that the size, location and transportation access of the Property make it ideally suited for future development and that such future development will foster the economic growth and development of the Town and that the Property may serve as a regional activity center; and

WHEREAS, the Town Council has approved this Annexation Agreement and has authorized the proper town officials to execute this Annexation Agreement by resolution passed at a regular meeting on June 19th, 1996; and

WHEREAS, Jolmy wishes to establish a full-service travel business center on the Property initially consisting of the following uses: truck stop, gas station, convenience store and fast food restaurant; and with possible additional uses to include: retail, truck service, office, warehouse and hotel.

NOW, THEREFORE, in consideration of the mutual promises and other considerations herein contained, the parties hereto agree as follows:

1. Recitations. The recitations set forth above are true and correct and are incorporated herein by this reference.

2. Annexation Petition. Simultaneously with the review and approval of this Annexation Agreement, Jolmy has applied to Town for annexation of the Property into the Town in accordance with the provisions of Section 171.044, Florida Statutes (the "Annexation Petition"). Upon approval of the Annexation Petition and annexation of the Property into the Town, this Annexation Agreement shall govern the rights and obligations of the parties regarding the Property. In the event that Town does not approve the Annexation Petition, then this Annexation Agreement shall be deemed terminated for all purposes and shall be of no further force and effect.

3. Zoning and Permitted Uses. Within thirty (30) days of the effective date of an ordinance passed to effectuate the annexation pursuant to this Annexation Agreement, Jolmy shall file the necessary application(s) to zone the Property to a M-3 and/or B-3 district as described in the Town of Davie Code of Ordinances. In the event that the existing zoning designations in the Town of Davie Code of Ordinances do not permit all of Jolmy's desired uses on the Property, the Town Council agrees to consider developing and adopting a new zoning designation to permit all such uses on the Property, which uses shall include a truck stop, gas station, convenience store, fast food restaurant, retail, truck service (major repair), warehouse (storage), office and hotel.

4. Road Improvements. The Town recognizes that it is important to make roadway improvements to Oakes Road and Burris Road, as described in Exhibit "B" hereto (the "Road Improvements") and the Town acknowledges that Jolmy is making all reasonable efforts to secure the necessary funding for such Road Improvements. However, to facilitate the completion of the Road Improvements, the Town hereby commits to pay up to one hundred fifty thousand dollars ($150,000) towards the cost of right-of-way acquisition necessary for the Road Improvements. In addition, the Town shall apply for an Economic Development Transportation Fund grant in the amount of one million two hundred thousand dollars ($1,200,000) to be applied toward the Road Improvements. Such grant request shall also request one hundred fifty thousand dollars ($150,000) as matching funds to the Town's $150,000 commitment for right-of-way acquisition. In the event the Town is unsuccessful in obtaining the aforementioned grant, Town shall, pursue alternative forms of public finance assistance which may include creation of a special assessment district pursuant to Florida Statutes.

5. Utilities, Assessments, and Public Services.

a. Utilities. The Town and Jolmy hereby agree to enter into a water and sewer service agreement similar to the agreement contained in Exhibit "C" of Resolution No. R-84-160 of the Town of Davie, Florida, except that for the purpose of assisting Jolmy in funding the construction of off-site improvements as described in Exhibit "C" of this Annexation Agreement, the Town hereby agrees to provide Jolmy with water and sewer line credits and a lift station as reflected on Exhibit "C" hereto.

b. Public Safety Services. The Town agrees to provide to Property municipal services, such as fire protection, law enforcement, community policing activities, emergency and other public safety services within the Property on a 24-hour per day basis. In the event all or a portion of the roadways within the Property have private rights-of-way, Jolmy shall provide the requisite public easement to the Town so that the Davie police and fire will have legal access for vehicular and pedestrian access over and across the private roadways within the Property.

c. Assessments. Jolmy shall not be subject to any special assessments, charges, fees or taxes imposed by the Town for any other municipal service now or in the future, unless such special assessment fee, tax or charge is imposed by the Town on a Town-wide basis or is voluntarily accepted by Jolmy. Nothing herein is to be construed as Jolmy waiving its rights to challenge any such special assessments, fees, taxes or charges, as provided by law.

6. Sign Regulations. Town and Jolmy agree that, notwithstanding any regulations to the contrary, Jolmy shall be allowed to construct a total of three (3) billboards on the Property along Interstate 595 and the Florida Turnpike of the same style, size and lettering permitted in Section 39-325 of the Broward County Code, as it may be amended from time to time or modified by State statute, federal regulation or judicial action. The design of the billboards shall be submitted to the Town Site Plan Review Committee for review and comment and Jolmy shall incorporate such comments to the extent possible while maintaining the integrity of its design for the billboards.

7. Severability. If any section, subsection, sentence, clause, phrase or portion of this Annexation Agreement is for any reason held invalid or unconstitutional in any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

8. Amendments or Modifications. This Annexation Agreement can only be modified or amended upon the written consent of the Town and Jolmy.

9. Successors and Assigns. This Annexation Agreement shall inure to the benefit of, and be binding upon, Jolmy's successors and assigns.

10. Legal Fees. The Town shall reimburse Jolmy for legal fees incurred in the preparation of this Annexation Agreement and the preparation and approval of the Annexation Petition, said reimbursement not to exceed the sum of ten thousand dollars ($10,000). The reimbursement shall be due and payable only upon approval of the Annexation Petition provided for herein. The Town shall be provided with copies of all statements for legal services for which Jolmy seeks reimbursement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Annexation Agreement on the respective dates under each signature; Jolmy signing by and through its duly authorized representative; and Town through its Town Council, signing by and through its Mayor, authorized to execute same by Town Council action on 19th day of JUNE, 1996.

ATTEST:

_____, Town Clerk

TOWN

TOWN OF DAVIE, FLORIDA

By:_____, Mayor

Approved as to form:

___ day of _____, 1996

By:_____
Town Attorney

AGREEMENT BETWEEN TOWN OF DAVIE AND JOLMY ENTERPRISES, INC.

Witnesses:

_____

_____

JOLMY ENTERPRISES, INC.

_____
William E. Myers, President

19 day of MAR, 1997

A portion of FERNCREST RIDGE, according to the Plat ther , as recorded in Plat Book 49, at Page 29, of the Public Records of Broward County, Florida; more particularly described as follows:

Commence at the Northeast corner of said Plat, same being the Southeast corner of Tract 1, Tier 9 of NEWMAN'S SURVEY, according to the Plat thereof, as recorded in Plat Book 2, Page 26, of the Public Records of Dade County, Florida; thence South 14°50'17" West, along the East line of aforesaid Plat of FERNCREST RIDGE, 262.07 feet to the Point of Beginning; thence continue South 14°50'17" West, along said East line 366.93 feet; thence North 87°36'09" West, 533.83 feet to the South line of Tract 2 of aforesaid Plat of NEWMAN'S SURVEY; thence North 75°09'43" West, along said South line, 79.82 feet; thence South 14°50'17" West, 242.01 feet to a South line of aforesaid Plat of FERNCREST RIDGE; thence North 89°56'59" West, along said South line, 79.72 feet; thence North 85°42'13" West, continue along said South line 201.56 feet; thence South 89°31'58" West, continue along said South line, 300.00 feet; thence South 84°46'09" West, continue along said South line, 36.12 feet to the Southwest corner of said Plat of FERNCREST RIDGE; thence North 14°50'17" East, along a West line of said Plat, 390.82 feet to the Southeast corner of Tract 2, Tier 13 of aforesaid Plat of NEWMAN'S SURVEY; thence North 75°09'43" West, along aforesaid South line of said Tract 2, 132.06 feet; thence North 22°52'26" East 52.57 feet; thence North 12°18'27" East, 113.11 feet; thence North 14°50'17" East, 157.00 feet; thence North 83°46'38" East, 138.99 feet to the Northeast corner of the South one-half (S½) of said Tract 2, Tier 13; thence North 14°50'17" East, along the East line of said Tract 2, Tier 13; same being the West line of aforesaid Plat of FERNCREST RIDGE, 372.00 feet to the Northeast corner of aforesaid Tract 2, Tier 13; thence South 75°09'43" East, along said North Line of said Tract 2, 343.67 feet; thence South 64°34'02" East, 259.54 feet; thence South 46°33'49" East, 154.11 feet; thence South 50°28'26" East, 390.71 feet; thence South 80°43'06" East, 112.84 feet to the Point of Beginning.

Said lands lying in Broward County, Florida, containing 22.35 acres, more or less.

EXHIBIT "A"

EXHIBIT "B"

ROAD IMPROVEMENTS

This project will provide for a four lane non divided curb and gutter section of relocated Oakes Road with a new intersection at U.S. 441 being modified. This will provide for approximately 2200 feet of roadway that will provide for a connection to Burris Road and also a smooth transition up to Southwest 47th Avenue which is another major thoroughfare that serves Florida's Turnpike from Griffin Road. Along with the improvements to Oakes Road will be approximately 2700 feet of Burris Road which will also be four lane non divided curb and gutter section and the final 1000 feet of State Road 84 Spur which will lead into the proposed Travel Business Center.

These improvements are intended to include a non divided curb and gutter section with storm water drainage, but shall not include sidewalks, lighting, and landscaping which will be undertaken by others in the future.

EXHIBIT "C"
OFF-SITE UTILITY IMPROVEMENTS FILE NO. 95-001

WATER AND SEWER SERVICE AGREEMENT
TOWN OF DAVIE UTILITIES DEPARTMENT

THIS AGREEMENT, made and entered into this ___ day of June, 1998 by and between the TOWN OF DAVIE, a municipal corporation of the State of Florida, hereby called "UTILITY" and Joimy Enterprises hereinafter called "OWNERS".

WHEREAS, UTILITY is presently engaged in providing water and sewer services: and,

WHEREAS, OWNER owns or controls certain property in Broward County, Florida, legally described as follows:

SEE ATTACHED EXHIBIT "A"

also known as: CCC Trucking Facility at Oakes Road (SW 36 St and SR 7 (US 441) Davie, Florida: all references, hereinafter contained, to OWNER'S property mean the property herein referred to: and,

WHEREAS, OWNER'S are desirous of availing themselves of the facilities of the UTILITY to obtain Water and/or Sewer Service for Commercial use composed of Truck Stop, Hotel, Fuel Depot, Mall, Shopping Center, Freight Area, Truck Repair Shop and Service Center located, or to be constructed on OWNER'S property, as shown on EXHIBIT "A",

NOW THEREFORE THIS AGREEMENT WITNESSETH:

1. UTILITY agrees to furnish water and/or sewer service to the structures within OWNERS property, in accordance with the terms, provisions and stipulations set forth in the standard UTILITY service policy as approved by Town Council under Resolution No. R84-150 which is made a part hereof as if fully set out in this agreement.

2. The OWNERS, for themselves, their heirs, executors, administrators, or successors do hereby covenant and agree to accept said water and/or sewer service in accordance to the terms, provisions and conditions set forth in the standard UTILITY service policy mentioned herein above.

3. The OWNERS without further action, do hereby grant and give to the UTILITY an easement in, under, upon, over and across the said property, including all necessary rights of ingress and egress that the UTILITY shall reasonably require in order to construct, maintain and operate the water and sewer service to the said property and any adjoining or adjecent property provided such easements do not interfere with the OWNER'S use of the property. As further evidence of said granting of easements, and prior to the rendering of service by the UTILITY, OWNER shall convey said easements to UTILITY by this easement grant document, in recordable form prescribed by UTILITY.

4. The OWNERS agree to pay the connection, tap-in, line extension and meter installation charges in accordance with the calculations and schedule shown in EXHIBIT "B" attached hereto and made a part hereof.

5. By these presents, OWNER hereby transfers to Utility title to all water distribution and/or sewage system facilities installed by OWNER or OWNER,S contractor, pursuant to the provisions of this Agreement and the standard utility service policy mentioned herein above. Such conveyance shall take effect without further action upon completion of the installation and upon the acceptance of the new facilities by the Town Engineer. As further evidence of such transfer of title, OWNER shall convey to the UTILITY, by Bill of Sale, in form provided by the UTILITY, the complete water distribution and sewage system facilities as constructed by OWNER and approved by the UTILITY.

Both parties agree that this agreement shall be binding on them, their heirs, executors, administrators or successors in title to the **OWNER'S** property. However, any other assignment or transfer of **OWNER'S** rights and obligations under this agreement is hereby prohibited.

8. If the **UTILITY** is required to retain counsel to enforce any term or condition of the agreement, the **UTILITY** will be able to recover from the **OWNER'S** all costs incurred, including a reasonable attorney's fee

9. The **UTILITY** is not responsible for replacement of driveways, survey stakes, swales, sidewalks, landscaping, fences and etc.

10. Capacity reservations fee's will become due and payable to the **UTILITY** in accordance with **EXHIBIT 'C'** attached hereto and made a part thereof.

11. The **UTILITY** reserves the right to adjust the connection charges if and when the actual flows of the project are found to be in excess of the estimated flows shown in attached **EXHIBIT "B"**, or at any time the site plan or occupancy of the existing building is changed.

IN WITNESS THEREOF THE parties have caused the due execution thereof the day and year first above written.

signed, sealed and delivered in the presence of:

THE TOWN OF DAVIE:

_____
WITNESS

_____
MAYOR

_____
WITNESS

_____
ATTEST

Robert Rawls
WITNESS
ROBERT RAWLS
(name of witness typed or printed)

JOLMY ENTERPRISES

William Myers
WILLIAM MYERS, PRESIDENT

Maria Blackiston
WITNESS
MARIA Blackiston
(name of witness typed or printed)

CORPORATE SEAL

STATE OF FLORIDA
COUNTY OF BROWARD

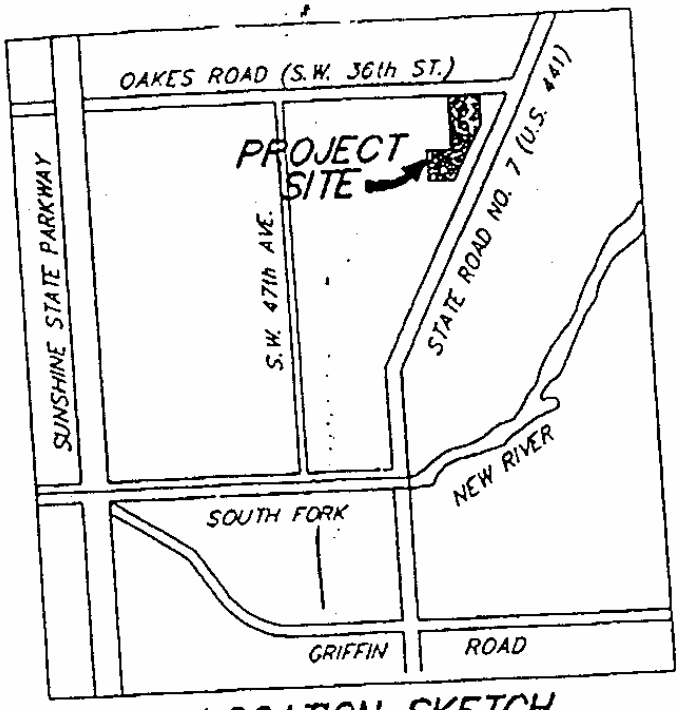
The Foregoing instrument was acknowledged before me this 19 day of ~~JUNE~~ MARCH 1997 ~~1996~~. by **WILLIAM MYERS, as PRESIDENT of JOLMY ENTERPRISES** who is personally known to me or who has produced _____ as identification and who did/did not take an oath on their behalf.

My commission expires:

Maria Blackiston
SIGNATURE OF NOTARY

MARIA Blackiston
(NAME OF NOTARY, TYPED, PRINTED OR STAMPED)

EXHIBIT "A"



LOCATION SKETCH
(SECTION 25, TWP. 50S., RGE. 41 E.)
(N.T.S.)

LEGAL DESCRIPTION

PARCEL "A", I.D.F. PLAT, according to the plat thereof as recorded in Plat Book 87, Page 15 of the public records of Broward County, Florida.

LESS AND EXCEPT:

A portion of Parcel "A", I.D.F., according to the plat thereof as recorded in Plat Book 87, Page 15 of the public records of Broward County, Florida.

Commencing at the Southwest corner of said Parcel "A", thence North 00°13'99" West, on the West line of said Parcel "A", a distance of 426.35 feet to the POINT OF BEGINNING; thence continuing North 00°13'00" West, on said West line, a distance of 838.35 feet to a Point of Curve; thence Northeasterly on a curve to the right, with a radius of 25.00 feet, a central angle of 90°20'00", an arc distance of 39.42 feet, to a point of tangency of the North line of said Parcel "A"; thence South 89°53'00" East, on said North line, a distance of 255.85 feet; thence South 00°13'00" East, a distance of 864.00 feet; thence North 89°53'00" West, a distance of 281.00 feet, to the POINT OF BEGINNING.

EXHIBIT "B"

DATE: 1/9/96
Proj #96-001

WATER AND SEWER SERVICE AGREEMENT
TOWN OF DAVIE UTILITIES DEPARTMENT

I. OWNER'S NAME:
II. PROJECT NAME: TRUCK STOP AT SR84 SW 47 AVE
III. PROJECT ADDRESS: SOUTH OF SR84 & I-595 WEST OF SW 47 AVE AND EAST OF TURNPIKE
IV. INTENDED USE: COMMERCIAL/Truck Stop
V. ANTICIPATED FLOW — GPD 68299.90
VI. BASIS OF CALCULATION:

1.	Hotel with 200 rooms @ 150 gal/room	30000.00 GPD
2.	Restaruant 10,000 SF @ 50 Gal/100 SF =	5000.00 GPD
3.	Fuel Depot 40,000 SF & 16 Pumps 100 gal/pump =	1600.00 GPD
4.	Mall (2 floors) 60,000 SF @ .1 GPD/SF =	6000.00 GPD
5.	Shopping Center (2 Floors) 34,100 SF @ .1 GPD/SF =	3410.00 GPD
6.	Freight Area 72,700 SF @ .04 GPD/SF =	2908.00 GPD
7.	Truck Repair Shop 90,765 SF @ .1 GPD/SF =	9076.50 GPD
8.	Service Center 103,054 SF @ .1 GPD/SF =	10306.40 GPD
	TOTAL GPD	68299.90 GPD

VII. NUMBER OF ERC'S THIS PROJECT (350 G.P.D./ERC) = ERC'S 195.14

CONTRIBUTION CHARGES	CHARGES
VIII. WATER SYSTEM	
A. Plant Connection Charge: $437.50/ERC	$85,373.75
B. Hydraulic Share of Existing Main lines: $262.50/ERC	$51,224.25
TOTAL WATER CONTRIBUTION CHARGES	$136,598.00
IX. SEWAGE SYSTEM	$136,598.00
A. Plant Connection Charge @ $700.00/ERC	$48,785.00
B. Hydraulic Share of Existing Transmission/Collection lines and equipment: $250.00/ERC	$68,299.00
C. Effluent Disposal Service Charge: $350.00/ERC	
TOTAL SEWER CONTRIBUTION CHARGE	$253,682.00
TOTAL CONTRIBUTION CHARGES	$390,280.00

X. WATER SERVICES

A. TAPPING CHARGE: * tap @ /TAP

* PIPE CROSSING X $ /CROSSING LF

C. SERVICE LINE EXTENSIONS:
L.F. OF * LINE X $ /L.F.
L.F. OF * LINE X $ /L.F. MTRS

D. METER INSTALLATION CHARGE:

TOTAL OTHER CHARGES FOR WATER SERVICES $0.00

ALL SEWER TAPPING AND SEWER LINE EXTENSIONS WILL BE DONE BY DEVELOPER AT HIS OWN EXPENSE.

Credit will be given to Owner/Contractor for the following improvements to the Off Site Water and Sewer lines needed to bring Water and Sewer to the above project.

Credit for Off Site Water Lines @ $262.50 per ERC =	-$33,636.75
Credit for Off Site Sewer Lines @ $250.00 per ERC =	-$32,035.00
Credit for construction of master lift station to be done by owner/contractor	-$50,000.00
XI CHARGES FOR ON-SITE CONSTRUCTION WORK DONE BY TOWN FORCES (See attached breakdown) — Total Credit	-$115,671.75

XII EXTENSION OF FORCE MAIN IS TO BE DONE AND PAID FOR BY CONTRACTOR/OWNER

TOTAL OWED TO TOWN FOR THIS PROJECT:	$274,608.25

XIII REMARKS: * work to be done and paid for by the contractor/owner
** cost of meter to be determined before installation

XIV SCHEDULE OF PAYMENT:

25% due upon execution of agreement	$68,652.06
25% due upon execution of agreement	$68,652.06
50% due before issuance of CO	$137,304.13

EXHIBIT "C"

CAPACITY RESERVATION FEES

1. IMPLEMENTATION: Upon receiving a "Certificate of Occupancy" for any unit, or six (6) months from the date of this agreement, whichever occurs first, OWNER agrees to pay the UTILITY monthly charges as CAPACITY RESERVATION FEES based upon the following:

(a) Payments for each ERC covered by this agreement shall be equal to the base service charge for water and sewer service for a residential single family house in accordance with the current rate schedule of the UTILITY.

(b) Guaranteed Revenue payments shall commence on the first of the month following the receipt of the Certificate of Occupancy, or six (6) months from the date of this Agreement, whichever shall occur first.

(c) As units are sold or rented and the accounts are placed in the consumers name, the OWNER shall be relieved of the responsibility for payments of the capacity reservation fees for that particular unit.

2. TREATMENT OF CAPACITY RESERVATION FEES: The parties acknowledge that payments of CAPACITY RESERVATION FEE made by the OWNER shall be considered as revenue (income) on the UTILITIES books. Under no circumstances shall payments of such fees be considered contributions in aide of construction. It is further recognized, understood and agreed that such CAPACITY RESERVATION FEES are in lieu of actual revenue from consumers for that interim period of time prior to the construction and occupancy of dwelling and building.

3. FAILURE TO PAY: Failure to pay the CAPACITY RESERVATION FEES by the FIFTEENTH of each month shall be considered a default by OWNER. As a consequence of such default by the OWNER, any reserved plant capacity under this Agreement shall automatically be rescinded and forfeited any and all payments made to reserve such plant capacity shall be applied against the outstanding invoices for CAPACITY RESERVATION FEES.

4. REQUIREMENT TO PAY: The requirement for the payment of said CAPACITY RESERVATION FEE shall be a covenant running with the land and shall be a condition precedent to further service and binding upon the OWNER, its successors and assigns or subsequent owners holding by or through the OWNER.

5. WAIVING OF CAPACITY RESERVATION FEES: The above CAPACITY RESERVATION FEES will be waived if OWNER pays in full all connection and other contribution charges, at the time the Water and Sewer Agreement is executed. However, if after 36 months from the date of execution of the Water and Sewer agreement any of the reserved units within the project has not yet been occupied by a consumer receiving active Water and/or Sewer Service, then monthly payment for CAPACITY RESERVATION FEES, shall be started for all units not yet occupied.

WATER AND SEWER SERVICE AGREEMENT FILE NUMBER 96-001 , BETWEEN
THE TOWN OF DAVIE AND
JOLMY ENTERPRISES

APPROVED AS TO FORM:

BARRY S. WEBBER, TOWN ATTORNEY

DATE:

JOLMY ENTERPRISES, INC.
4751 SW 30TH STREET
DAVIE , FL. 33314
954/583-7212

April 30, 2002

Mr. Tom Willi, Town Administrator
Town if Davie
6591 Orange Drive
Davie, Fl.

Re: Jolmy Billboards

Dear Mr. Willi;

As per our numerous telephone calls, meetings and discussions during the past 18 months, I am, at your request, putting in writing the proposal that Jolmy Enterprises, Inc. will agree to regarding the modification of the Town ordinance.

The billboards at the East and at the Southwest locations on our property are to be at a height not to exceed 65 feet above the crown of the adjacent road. The center billboard is to be at a height not to exceed 65 feet above the height of the crown of the road that is the westbound off-ramp of the Florida Turnpike onto I-595. Additionally, on this pole, there needs to be a 90-degree spread for the boards. These heights are the heights that are in the State of Florida code. The other specifications regarding size of the billboards, style and lettering will be unchanged and comply with the Town of Davie ordinance as written.

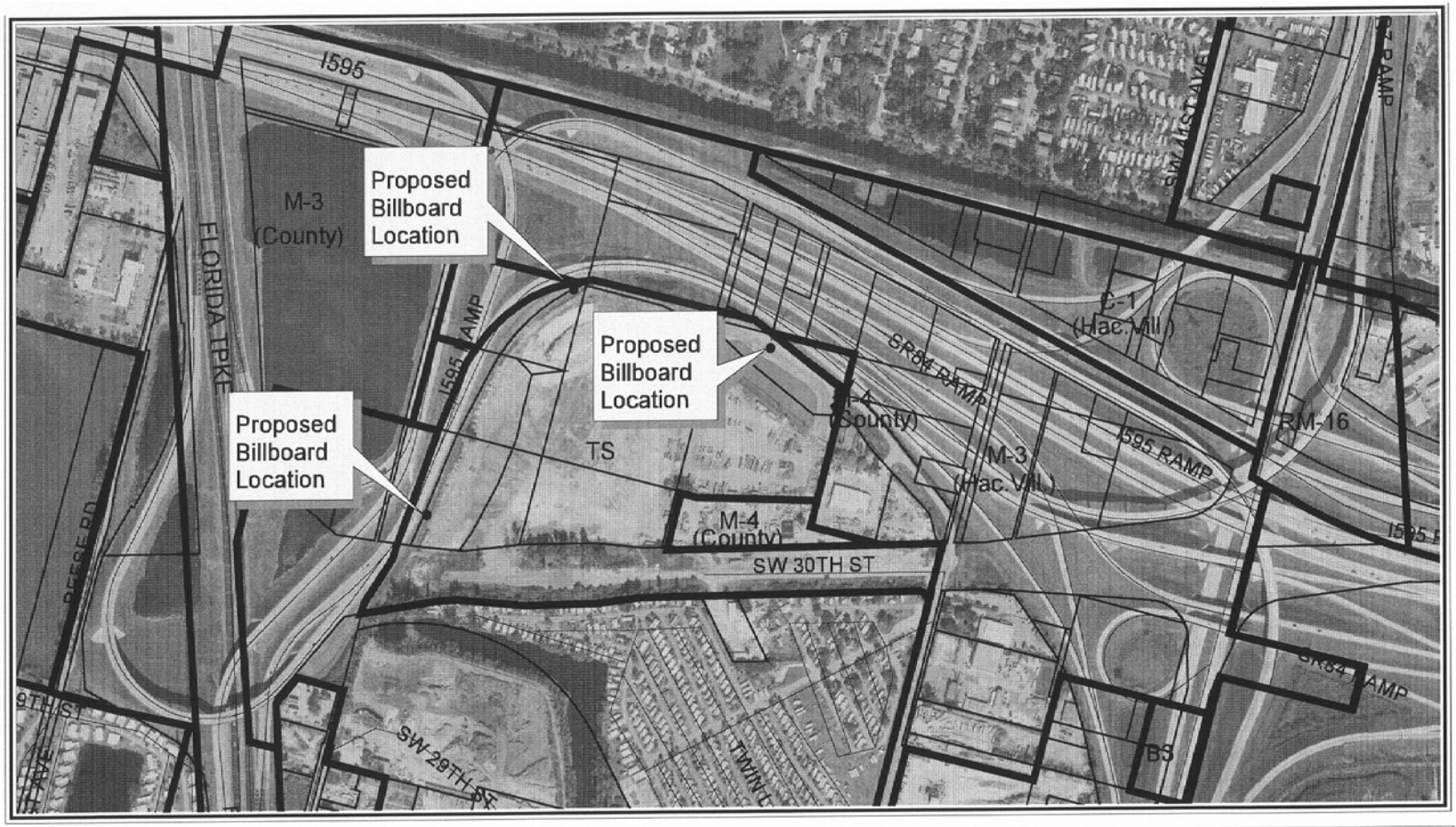
In exchange for the approval as requested herein, Jolmy Enterprises, Inc. will agree to make a donation to the charity(s) of the Towns choice as outlined in Ordinance 96-30, Section 1 (9) in a total amount equal to 6% (five per cent) of the gross income derived from each billboard pole with a minimum payment of $8,000.00 annually. In other words, regardless of the revenue generated from advertising, the charity(s) of the Towns choice will receive a minimum of $24,000.00 per year from the billboards located on the Jolmy Enterprises, Inc. site.

We will be awaiting your immediate reply.

Very truly yours,

William E. Myers, President

JOLMYBILLBOARD-TOWN-1.DOC



Date Flown:
12/31/00

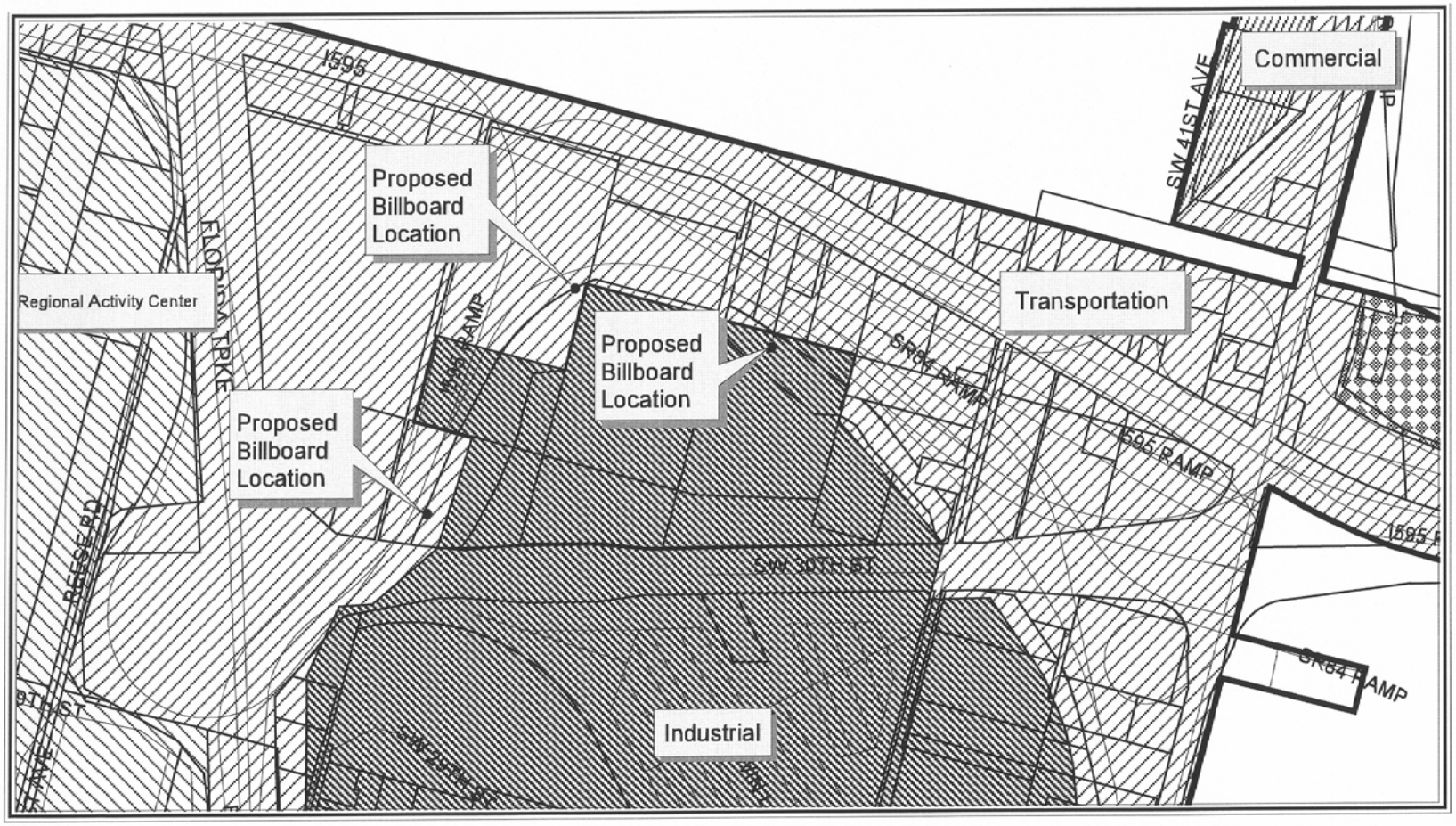
N

600 0 600 1200 Feet

Planning & Zoning Division - GIS

Proposed Billboard Location Sites, Zoning and Aerial Map

Prepared By: BS
Date Prepared: 7/14/03



Date Flown:
12/31/00

N

600 0 600 1200 Feet

Planning & Zoning Division - GIS

TOWN OF DAVIE FLORIDA

Proposed Billboard Location
Future Land Use Map

Prepared By: BS
Date Prepared: 7/14/03