

# TOWN OF DAVIE

## TOWN COUNCIL AGENDA REPORT

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Mark Kutney, AICP, Development Services Director / (954) 797-1101  
Prepared by Todd Vargo, Planner I

**SUBJECT:** Resolution - Developers Agreement / DA 6-2-03 Pine Meadow Estates II Plat, 2255 SW 136 Avenue / Generally located at the west side of SW 136 Avenue approximately 320 feet north of SW 24 Street.

**AFFECTED DISTRICT:** District 4

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AGREEMENT BETWEEN THE TOWN OF DAVIE, BROWARD COUNTY, AND ALICE U. BUTLER & DAVID A. CLARK FOR REGIONAL ROAD CONCURRENCY RELATING TO THE PINE MEADOW ESTATES II PLAT; PROVIDING FOR RESTRICTIONS TO SATISFY CONCURRENCY REQUIREMENTS; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

**REPORT IN BRIEF:** The Pine Meadow Estates II Plat was approved by Town Council on October 15, 2003. During the development review process, the County determined the application for approval of the Plat does not satisfy the concurrency requirements for the regional road network. The Broward County Development Management Division worked with the Town of Davie Development Services Department to approve the remedial measures set forth in Exhibit "B" of the agreement. The Broward County Development Management Division finds that its Concurrency requirements will be met with the execution of, and compliance with, the terms of this Agreement by the Developer.

In order to satisfy traffic concurrency for the Pine Meadow Estates II Plat, the developer is entering into a Regional Road Concurrency Agreement Construction of Improvements. The developer has agreed to pay the Town of Davie a proportionate share of the cost to construct the improvement described in Exhibit "B" of the Agreement, a roundabout at the intersection of SW 136 Avenue and SW 14 Street.

**PREVIOUS ACTIONS:** None

**CONCURRENCES:** None

**FISCAL IMPACT:** With approval of this item, the Town would gain \$13,865 for the construction of a roundabout at the intersection of SW 136 Avenue and SW 14 Street.

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

**Attachments:** Resolution, Regional Road Concurrency Agreement Construction of Improvements, Future Land Use Map, Zoning and Aerial Map

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

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AGREEMENT BETWEEN THE TOWN OF DAVIE, BROWARD COUNTY, AND ALICE U. BUTLER & DAVID A. CLARK FOR REGIONAL ROAD CONCURRENCY RELATING TO THE PINE MEADOW ESTATES II PLAT; PROVIDING FOR RESTRICTIONS TO SATISFY CONCURRENCY REQUIREMENTS; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Alice U. Butler and David A. Clark propose to develop property known as the Pine Meadow Estates II Plat; and

WHEREAS, the Town Council of the Town of Davie approved the Pine Meadow Estates Plat at the October 15, 2003 Town Council Meeting; and

WHEREAS, Broward County requires that an application for development permit satisfy concurrency requirements for the regional transportation network; and

WHEREAS, the Broward County Development Management Division and the Town of Davie Development Services Department have approved remedial measures to satisfy concurrency requirements for the plat; and

WHEREAS, the Broward County Development Management Division and the Town of Davie Development Services Department find that the concurrency requirements will be met with the execution of, and compliance with the attached developer's agreement.

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 the Town of Davie, Broward County, and Alice U. Butler and David A. Clark (the Developers), whereby the Developers agree to pay the amount in Exhibit "B" of the agreement. This amount represents the Developer's proportionate share of the cost of the improvement listed in Exhibit "B" of the agreement. Developer agrees that payment must be made to the Town of Davie either prior to plat recordation or within thirty (30) days of receiving notice from the Town of Davie that payment is due, whichever date comes first.

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 \_\_\_\_\_, 2003.

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

Attest:

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2003.

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

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AGREEMENT BETWEEN THE TOWN OF DAVIE, BROWARD COUNTY, AND ALICE U. BUTLER & DAVID A. CLARK FOR REGIONAL ROAD CONCURRENCY RELATING TO THE PINE MEADOW ESTATES II PLAT; PROVIDING FOR RESTRICTIONS TO SATISFY CONCURRENCY REQUIREMENTS; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Alice U. Butler and David A. Clark propose to develop property known as the Pine Meadow Estates II Plat; and

WHEREAS, the Town Council of the Town of Davie approved the Pine Meadow Estates Plat at the October 15, 2003 Town Council Meeting; and

WHEREAS, Broward County requires that an application for development permit satisfy concurrency requirements for the regional transportation network; and

WHEREAS, the Broward County Development Management Division and the Town of Davie Development Services Department have approved remedial measures to satisfy concurrency requirements for the plat; and

WHEREAS, the Broward County Development Management Division and the Town of Davie Development Services Department find that the concurrency requirements will be met with the execution of, and compliance with the attached developer's agreement.

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 the Town of Davie, Broward County, and Alice U. Butler and David A. Clark (the Developers), whereby the Developers agree to pay the amount in Exhibit "B" of the agreement. This amount represents the Developer's proportionate share of the cost of the improvement listed in Exhibit "B" of the agreement. Developer agrees that payment must be made to the Town of Davie either prior to plat recordation or within thirty (30) days of receiving notice from the Town of Davie that payment is due, whichever date comes first.

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 \_\_\_\_\_, 2003.

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

Attest:

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2003.

Return recorded document to:

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

Document prepared by:

Gustavo X. Aguirre, President  
Associated Engineers  
of South Florida, INC.  
5450 Griffin Road  
Davie, FL 333314

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**REGIONAL ROAD CONCURRENCY AGREEMENT  
CONSTRUCTION OF IMPROVEMENTS**

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

Alice U. Butler & David A. Clark, 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, 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 Pine Meadow Estates II Plat (075-MP-02), hereinafter referred to as "PLAT," more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, on October 31, 2002, 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 the Broward County Land Development Code ("CODE"); and

WHEREAS, DEVELOPER has conducted a study and has determined that certain remedial measures will mitigate the traffic impacts so that the PLAT or amendment to the PLAT will satisfy Broward County concurrency standards; and

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

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

1. The above recitals and representations are true and correct and are incorporated herein.
2. Construction of Improvements.

**PLEASE CHECK THE APPROPRIATE SECTION**

**[ ] IMPROVEMENTS CONSTRUCTED BY DEVELOPER**

- (a) ~~DEVELOPER agrees to construct the improvements described in Exhibit "B" attached hereto, hereinafter referred to as the "Improvements." DEVELOPER agrees to complete the "Improvements" prior to receipt of the first certificate of occupancy for property within the PLAT.~~
- (b) ~~If the improvements described in Exhibit "B" are on a state road, as that term is defined in Chapter 334, Florida Statutes, DEVELOPER agrees that, prior to PLAT recordation, DEVELOPER shall provide COUNTY with proof of having received a permit or letter of intent to permit from the State of Florida Department of Transportation for the "Improvements".~~
- (c) ~~DEVELOPER shall provide to COUNTY, contemporaneously with this Agreement, a Letter of Credit or Surety Bond, attached hereto as Exhibit "G," in the amount of \_\_\_\_\_ in a form acceptable to the COUNTY, which represents 125% of the costs of the "Improvements".~~

- (d) ~~The Improvements described in Exhibit "B" shall be installed in accordance with applicable COUNTY, State of Florida Department of Transportation standards and specifications and in accordance with the Development Review Report for the PLAT. The construction plans for the Improvements, including pavement marking and signing plans, shall be submitted to COUNTY for review and approval prior to commencement of construction. Construction shall be subject to inspection and approval by the COUNTY. Pavement marking and signing shall be provided for all of the Improvements and shall be subject to review, field inspections and final approval by the Broward County Traffic Engineering Division, which Improvements shall be consistent with the previously approved plans.~~
- (e) ~~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.~~
- (f) ~~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 which are secured by a surety bond or a letter of credit shall not constitute a lien on the property unless and until the provisions below are activated by the recording of a "Notice of Lien."~~
- (g) ~~In the event DEVELOPER defaults under the terms of this Agreement, COUNTY shall be entitled to draw against the security for the amount set forth above, plus costs and interest as set out herein. If COUNTY draws against the security and the amount recovered is less than the amount due, COUNTY may maintain an action against DEVELOPER in a court of competent jurisdiction for the difference between any sums obtained and the amount due, plus costs and interest accrued from the due date at the rate of twelve (12) per cent per annum.~~
- (h) ~~DEVELOPER shall ensure that the security remains valid and in full force and effect until DEVELOPER'S obligations are fully satisfied. Expiration of the security prior to DEVELOPER'S satisfaction of such obligations, or notice to Broward County that the security will expire or be canceled prior to DEVELOPER'S satisfaction of all obligations hereunder, shall constitute a default of this Agreement.~~

- (i) ~~In the event DEVELOPER defaults under the terms of this Agreement and COUNTY draws on the security, DEVELOPER shall be responsible for COUNTY'S reasonable costs incurred in drawing against the security.~~
- (j) ~~In the event the security is disaffirmed by the issuing institution and the County receives timely notice of the disaffirmance, COUNTY shall send notice to DEVELOPER according to the notice provisions of this agreement and DEVELOPER shall have one (1) month from the date of such notice to provide substitute security in a form acceptable to COUNTY. If DEVELOPER fails to provide acceptable substitute security within one (1) month, COUNTY may record a document entitled "Notice of Lien" which shall constitute a lien on the property described in Exhibit "A" for the Outstanding Balance or stated portion thereof. To the extent that the disaffirmed security is attributable to an identified parcel or portion of the PLAT, the Notice of Lien, as set forth above, shall be recorded against and apply only to such parcel or portion of the PLAT. The above provisions shall control such lien; except that the provision regarding subordination of mortgages shall not apply.~~
- (k) ~~DEVELOPER agrees that any contract(s) for the "Improvements" shall:~~
1. ~~Indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend COUNTY, its officers agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of contractor or subcontractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Director of the Broward County Engineering Division and County Attorney, any sums due DEVELOPER under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COUNTY.~~
  2. ~~In order to insure the indemnification obligation contained above, CONTRACTOR shall, as a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless~~

~~otherwise provided), the insurance coverages set forth below, in accordance with the terms and conditions required by this section.~~

3. ~~Such policy or policies shall be without any deductible amount and shall be issued by United States Treasury approved companies authorized to do business in the state of Florida, and having agents upon whom service of process may be made in Broward County, Florida. CONTRACTOR shall specifically protect COUNTY and the Broward County Board of County Commissioners by naming COUNTY and the Broward County Board of County Commissioners as additional insureds.~~

4. ~~Comprehensive General Liability Insurance. A Comprehensive General Liability Insurance Policy with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:~~

~~Premises and/or operations.~~

~~Independent contractors.~~

~~Products and/or completed operations for contracts.~~

~~Broad Form Contractual Coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.~~

~~Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.~~

~~Underground coverages.~~

5. ~~Business Automobile Liability Insurance. Business Automobile Liability Insurance with minimum limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:~~

~~Owned vehicles.~~

~~Hired and non-owned vehicles.~~

~~Employers' non-ownership.~~

6. ~~Workers' Compensation Insurance. Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include:~~

~~Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) each accident.~~

7. ~~CONTRACTOR shall furnish to the Broward County Engineering Division Certificates of Insurance or endorsements evidencing the insurance coverages specified by this Article prior to beginning performance of work under this Agreement. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Agreement, and state that such insurance is as required by this Agreement.~~

8. ~~Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of DEVELOPER is completed. All policies must be endorsed to provide COUNTY with at least thirty (30) days' notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days' prior to the date of their expiration.~~

**[ X ] IMPROVEMENTS CONSTRUCTED BY COUNTY, CITY OR FDOT**

- (a) DEVELOPER agrees to pay the amount in Exhibit "B," attached hereto, which represents DEVELOPER's proportionate share of the cost of the "Improvements" described in Exhibit "B," hereinafter referred to as the "Improvements." DEVELOPER agrees that payment must be made to the TOWN either prior to plat recordation or within thirty (30) days of receiving notice from TOWN that payment is due, whichever date occurs first.
- (b) COUNTY agrees that no security shall be required since payment shall be made prior to PLAT recordation.

3. COUNTY and TOWN (if applicable) find that execution of and adherence to this Agreement on the part of DEVELOPER satisfies the requirement of Chapter 5, Article IX, Broward County Code of Ordinances, that plats of land shall be designed to provide for the adequacy of the regional road network, at the adopted levels of service, concurrent with the impact of the development. Nothing in this Agreement shall be construed as constituting a waiver or an exemption from road impact fees authorized to be assessed by COUNTY to DEVELOPER under the provisions of Chapter 5, Article IX, Broward County Code of Ordinances.
4. PROPERTY WITHIN A MUNICIPALITY.
  - (a) If the property is located within a municipality, TOWN agrees that, upon notification from the COUNTY that DEVELOPER is in default of this Agreement, TOWN shall withhold issuance of all building permits, certificates of occupancy, or any other development permits within the boundaries of the PLAT, until such time that the COUNTY notifies the TOWN that the default has been resolved. If the property is located within the unincorporated area and the DEVELOPER is determined to be in default of this Agreement by the COUNTY, the COUNTY shall withhold issuance of all building permits, certificates of occupancy, or any other development permits within the boundaries of the PLAT, until such time as the default has been resolved.
  - (b) If the property is located within a municipality, the parties hereto agree that, except as may otherwise be provided herein, the TOWN is a party to this Agreement solely for the purpose of issuing or withholding the issuance of permits for the construction of buildings within the property subject to this Agreement and for the purpose of issuing or withholding the issuance of certificates of occupancy for the construction of buildings within the property subject to this Agreement. The parties specifically agree and recognize that nothing in this Agreement is a waiver, specific or otherwise, of the obligation of the DEVELOPER to strictly comply with all the requirements of the TOWN's land development codes.
5. NOTICE. Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

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

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

For the DEVELOPER:

Alice U. Butler or David A. Clark

180 S.W. 125th Avenue

Plantation, FL 33325

FOR the TOWN(if applicable):

Town Administrator

6591 Orange Drive

Davie, FL 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 sitis, and shall be governed by the laws of the State of Florida.
8. **CHANGES TO FORM AGREEMENT.** DEVELOPER represents and warrants that there have been no amendments or revisions whatsoever to the form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.

9. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.
10. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
11. EXHIBITS. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Agreement or attached hereto shall control all printed provisions in conflict therewith.
12. FURTHER ASSURANCES. The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
13. ASSIGNMENT AND ASSUMPTION. DEVELOPER may assign all or any portion of its obligations pursuant to this Agreement to a grantee of the fee title to all or any portion of the property described in 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.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, DEVELOPER, signing by and through its \_\_\_\_\_ duly authorized to execute same and TOWN OF DAVIE, signing by and through its \_\_\_\_\_, duly authorized to execute same.

**COUNTY**

ATTEST:

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

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

By \_\_\_\_\_  
Mayor

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

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

By \_\_\_\_\_  
Assistant County Attorney

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

**DEVELOPER-INDIVIDUAL**

Witnesses:

Gustavo X. Aguirre  
(Signature)  
Print name: Gustavo X. Aguirre

Oscar E. Tovar  
(Signature)  
Print name: Oscar E. Tovar

Alice U. Butler  
Alice U. Butler

David A. Clark  
David A. Clark

Print address: 180 S.W. 125th Ave.  
Plantation, FL 33325

3 day of October, 2003

**ACKNOWLEDGMENT - INDIVIDUAL**

STATE OF FLORIDA        )  
  ) SS.  
COUNTY OF BROWARD    )

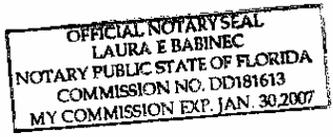
The foregoing instrument was acknowledged before me this 3 day of October, 2003, by Alice U. Butler & David A. Clark who is  personally known to me, or  produced identification. Type of identification produced \_\_\_\_\_

NOTARY PUBLIC:

(Seal)

Laura E. Babinec  
Print name: Laura E. Babinec

My commission expires:



**CITY**

(If Property is located within a City)

WITNESSES:

TOWN of DAVIE

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

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

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

ATTEST:

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

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

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

APPROVED AS TO FORM:

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

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

THE EAST ONE HALF OF TRACT 53, OF THE SUBDIVISION OF SECTION 15, TOWNSHIP 50 SOUTH, RANGE 40 EAST, LESS THE EAST 50 FEET CONVEYED TO BROWARD COUNTY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA. TOGETHER WITH A PORTION OF PARCEL "A" OF PINE MEADOW ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 169, PAGE 84 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF SAID PARCEL "A", THENCE PROCEED N 00° 09' 23" W ALONG THE EAST LINE OF SAID PARCEL "A" A DISTANCE OF 25.00 FEET THENCE S 89° 46' 36" W ALONG A LINE 25.00 FEET NORTH AND PARALLEL TO THE SOUTH LINE OF SAID PARCEL "A" A DISTANCE OF 420.03 FEET, THENCE N 00° 13' 24" W A DISTANCE OF 35.00 FEET, THENCE S 89° 46' 36" W A DISTANCE OF 61.00 FEET, THENCE S 35° 00' 28" W A DISTANCE OF 73.45 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL "A", THENCE N 89° 46' 36" E ALONG THE SAID SOUTH LINE A DISTANCE OF 523.37 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA. CONTAINING 4.986 ACRES MORE OR LESS.

**EXHIBIT "B"**

**IMPROVEMENTS & COST OF IMPROVEMENTS**

Prior to plat recordation, pay **\$13,835.00** to the Town of Davie for the construction of a roundabout at the intersection of Southwest 136 Avenue and Southwest 14 Street. The roundabout is to be constructed by the Town.

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