

TOWN OF DAVIE

TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Mark A. Kutney, AICP, Development Services Director / (954) 797-1101
Prepared by: David M. Abramson, Planner II

SUBJECT: Developer's Agreement, DA 9-1-05, Whispering Pines Residential Association / Generally located along eastern portion of Southwest 33rd Place, between Southwest 130th Avenue and Southwest 131st Terrace

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 AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE WHISPERING PINES RESIDENTIAL ASSOCIATION INC. FOR THE PLACEMENT OF AN ENTRANCE MONUMENT SIGN, LANDSCAPING WITHIN THE TOWN'S RIGHT-OF-WAY; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: The Whispering Pines Residential Association Inc. requests to place a monument sign, lighting, and landscaping in the median of Whispering Pine's entrance within the Town of Davie owned right-of-way for S.W. 33rd Place.

The location of the proposed monument sign should not affect current sight visibility, for the Town's Engineering Division has reviewed and released this request. In addition, an existing equestrian trail, parallel to S.W. 130th Avenue, running perpendicular to S.W. 33rd Place shall not be affect by this request.

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

In the agreement, the follow items are addressed:

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

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

PREVIOUS ACTIONS: None

CONCURRENCES: None

FISCAL IMPACT: N/A

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

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

RESOLUTION NO. _____

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

WHEREAS, the properties located along S.W. 33rd Place, Davie, Florida, which are legally described in Exhibit "A".

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

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

SECTION 1. The 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 and the Whispering Pines Residential Association Inc., whereby

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

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

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

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

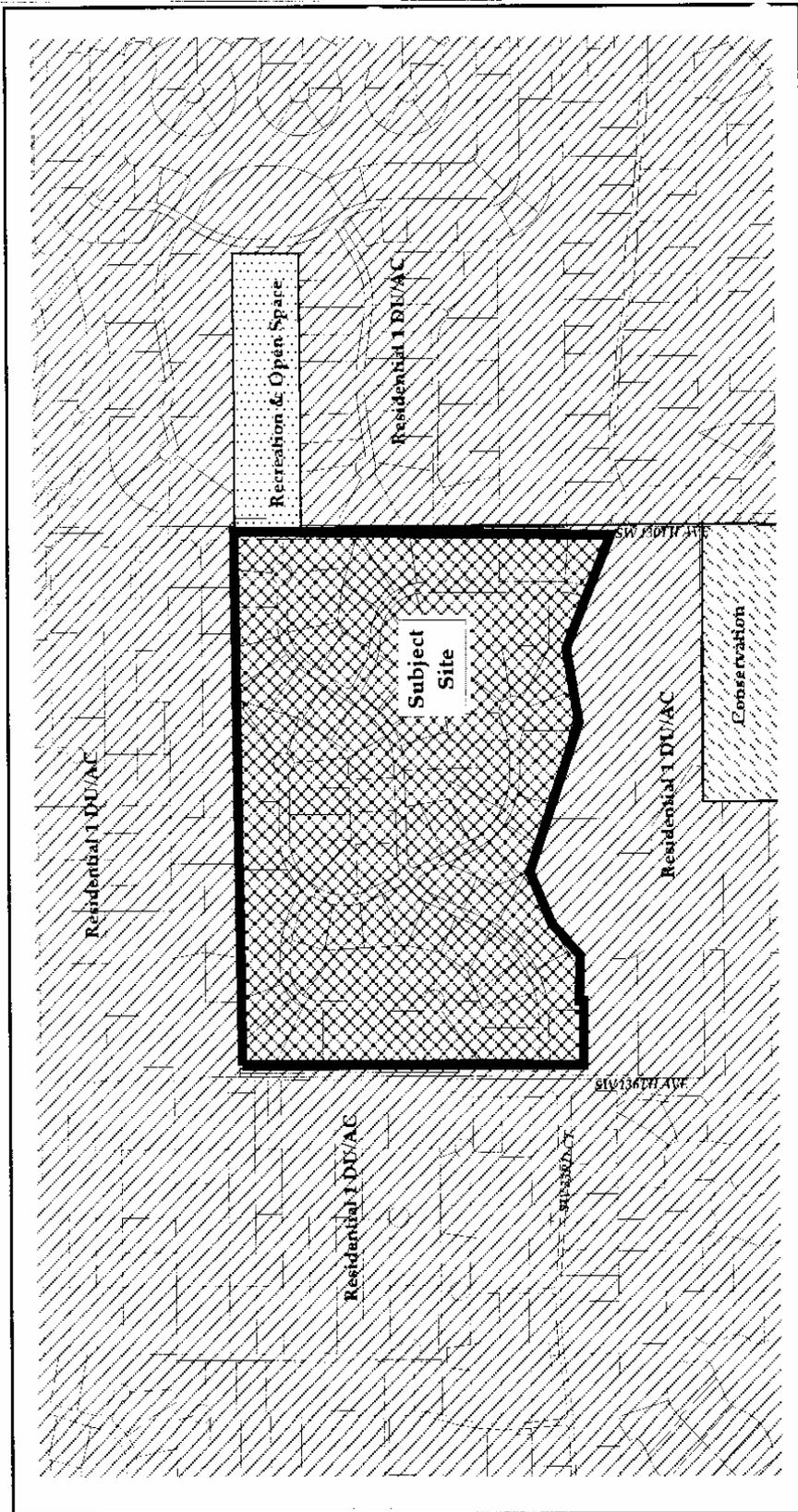
PASSED AND ADOPTED THIS ____ DAY OF _____, 2006.

MAYOR/COUNCILMEMBER

Attest:

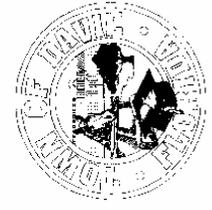
TOWN CLERK
APPROVED THIS ____ DAY OF _____, 2006.

Attachment 2 (Future Land Use Map)

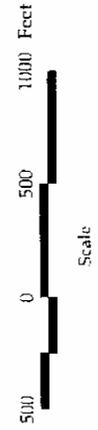


Developer's Agreement
Whispering Pines
Future Land Use Map

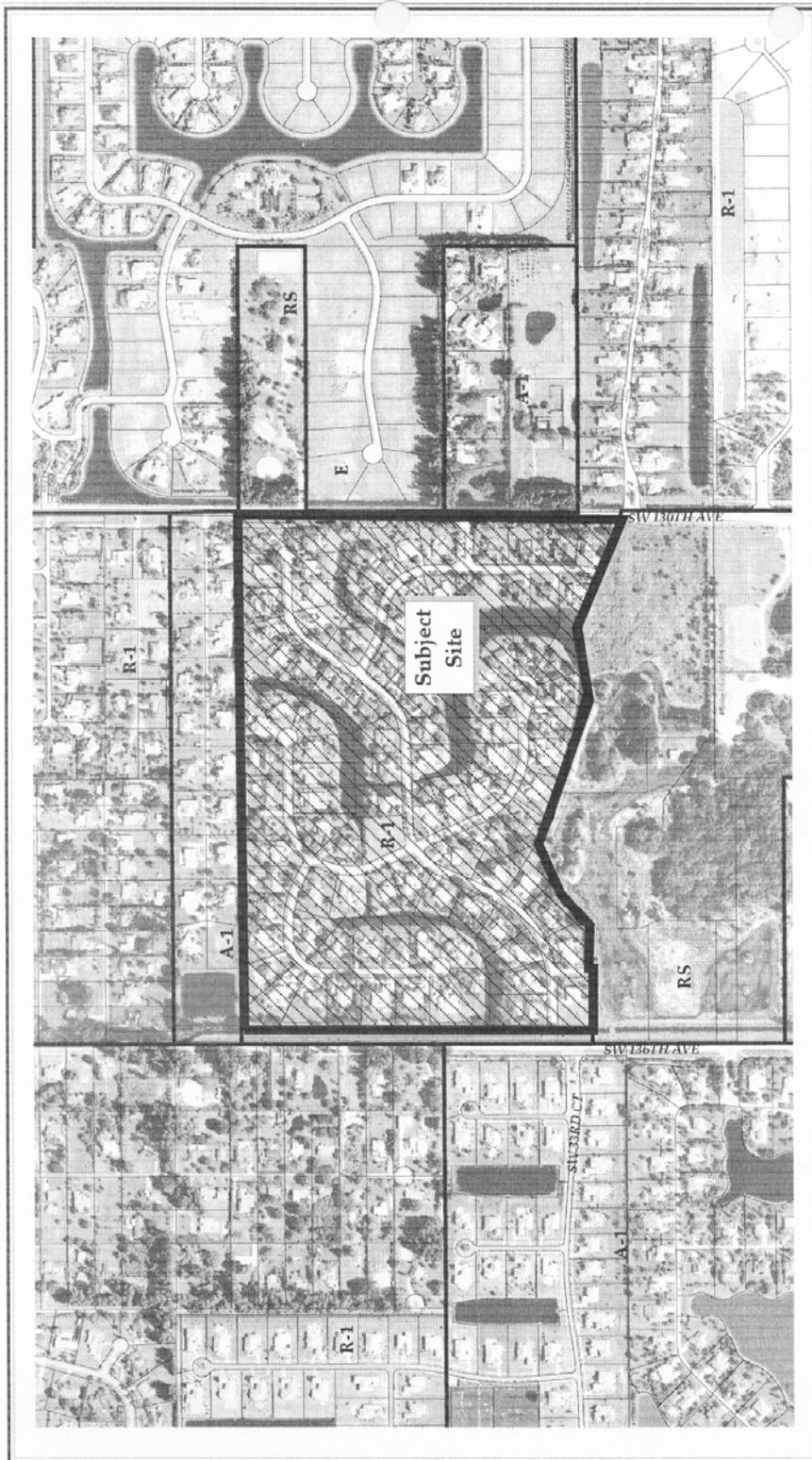
Prepared By: D.M.A.
Date Prepared: 6/22/04



The Town of Davie
Development Service Department
Planning & Zoning Division



Attachment 3 (Subject Site, Zoning, and Aerial Map)



The Town of Davie
Development Service Department
Planning & Zoning Division



Scale



Developer's Agreement
Whispering Pines
Subject Site, Zoning, Aerial Map

Prepared By: D.M.A.
Date Prepared: 6/22/04

Attachment 4 (Developer Agreement)

DEVELOPER'S AGREEMENT

The parties to this Developer's Agreement (Agreement), being the Town of Davie, a political subdivision, 6591 Orange Drive, Davie, Florida 33314 (Town) and Whispering Pines Residential Association, Inc., a Florida non-for-profit corporation whose principle place of business is 13551 SW 34th Ct., Davie, Florida, 33330 (Pines), in exchange for the mutual covenants and promises contained in this Agreement, do agree as follows:

WHEREAS, the property located in the median of 33rd Court at 130th Avenue, Davie Florida, which is legally described as follows:

See Legal Description attached and made a part hereof

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

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

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

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

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

placement, installation, use and/or maintenance of said sign, lighting and landscaping.

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

(signatures to this Agreement are on the following pages)

Whispering Pines Residential Association, Inc.

WITNESSES:

WHISPERING PINES RESIDENTIAL
ASSOCIATION, INC.

By: _____
Howard J. Zimmerman, President

State of Florida)
 :SS:
County of Broward)

SWORN TO AND SUBSCRIBED before me this ____ day of _____,
2004, by Howard J. Zimmerman, President of Whispering Pines Residential Association,
inc, who is personally known to me or who produced _____ as
identification and who did/did not take an oath.

WITNESS my hand and seal in the County and State stated above, this _____
Day of _____, 2004

My Commission Expires:

Notary Public

DAVIE WHISPERING PINES

A RESUBDIVISION OF TRACTS 22, 23, 24, 25, 26, 27, 33 AND 48 AND A PART OF TRACTS 34, 35, 46 AND 47 FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO. 1, PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA IN SECTION 23, TOWNSHIP 50 SOUTH, RANGE 40 EAST COUNTY OF BROWARD STATE OF FLORIDA

TOWN OF DAVIE

AUGUST, 1981

1" = 100'

FLORIDA FRUIT LANDS SUB. NO. 1

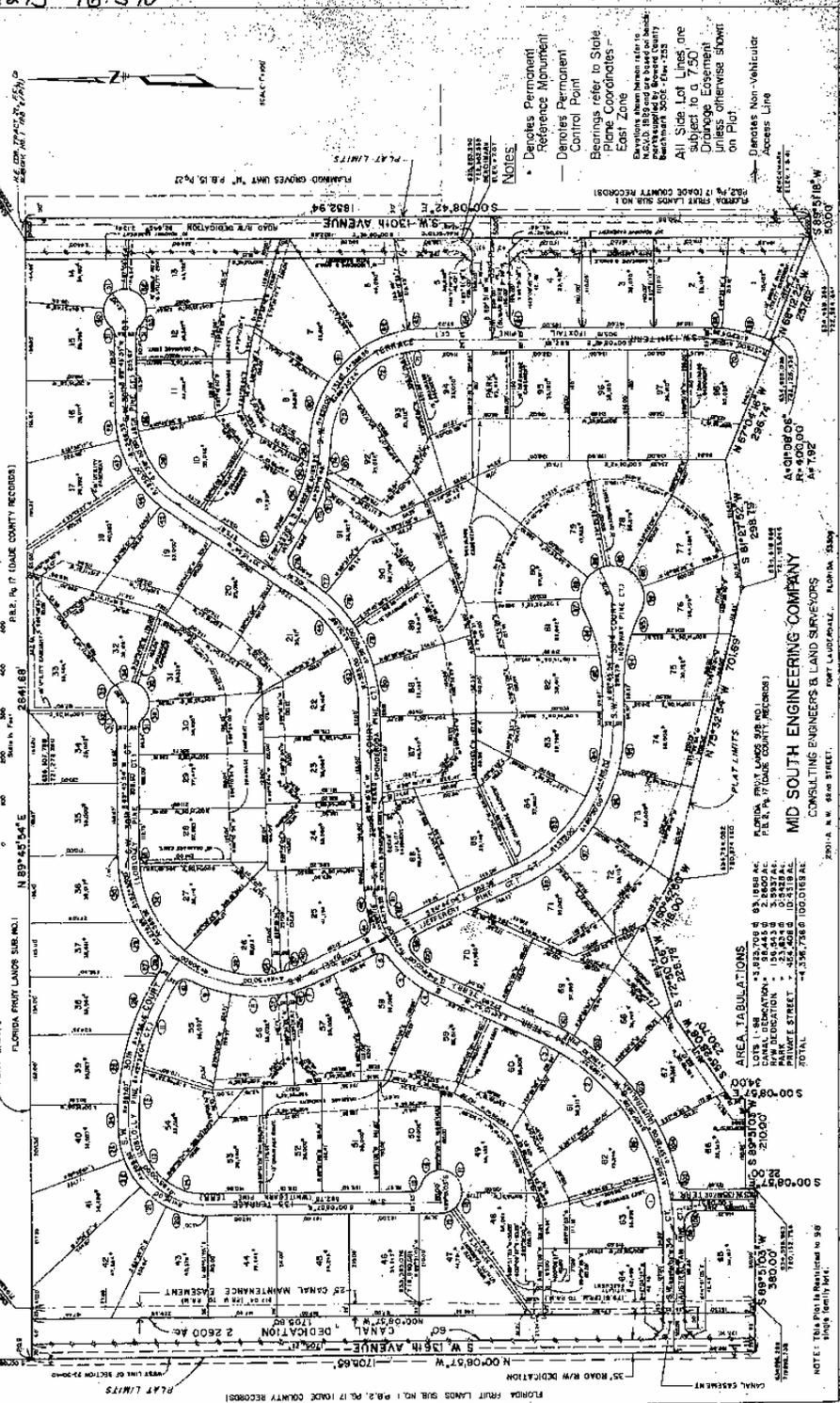
REC. N. 17 (DADE COUNTY RECORDS)

PLAT LIMITS

35' ROAD R/W BY DEDICATION

FLORIDA FRUIT LANDS SUB. NO. 1 P.B. 2, P. 17 (DADE COUNTY RECORDS)

PLAT LIMITS



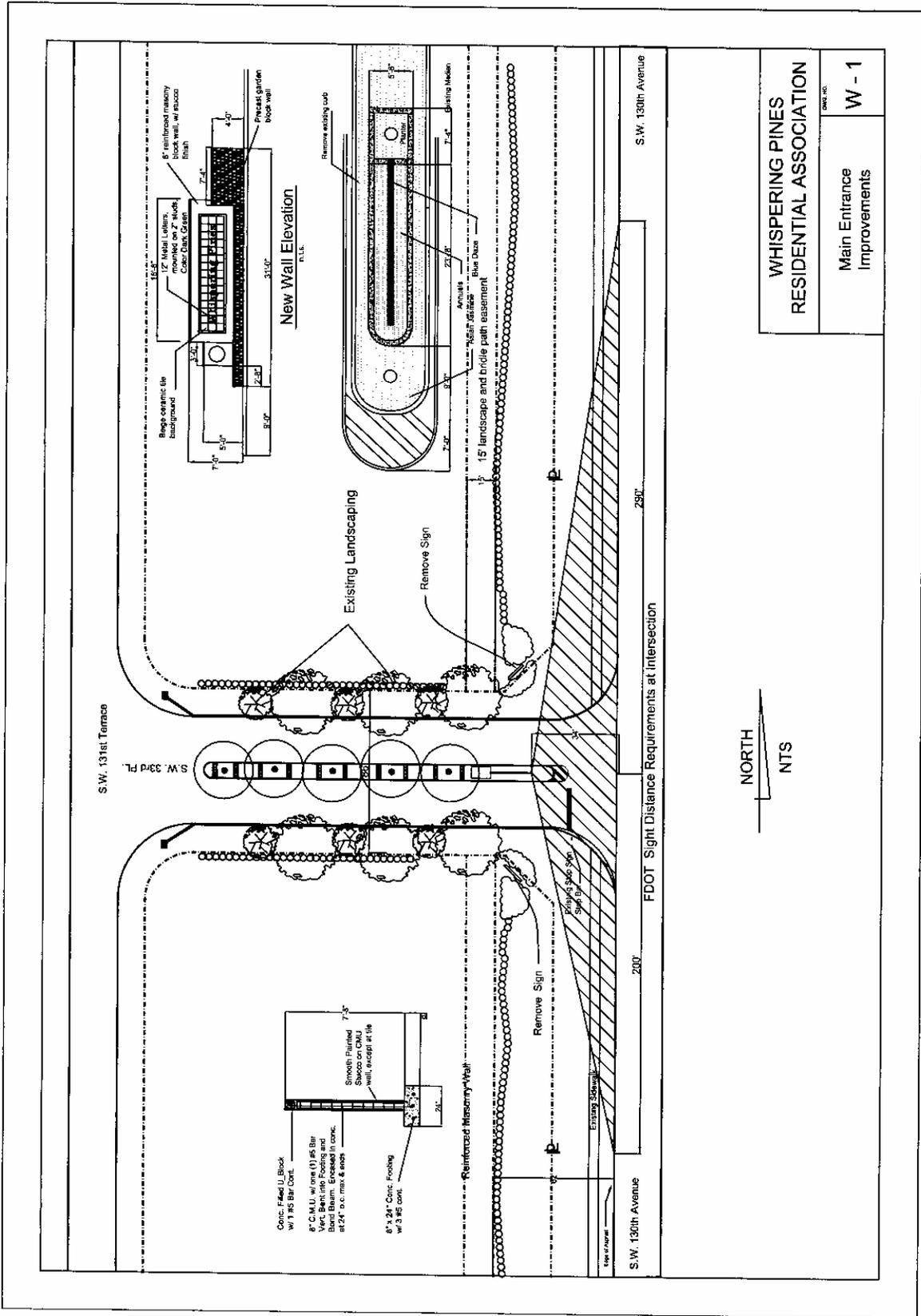
AREA TABULATIONS

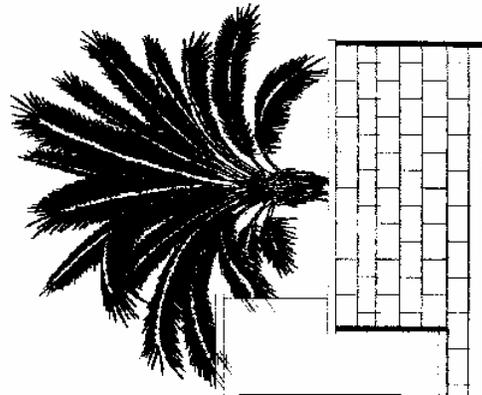
LOT 1-100	100.00 AC
CANAL DEDICATION	2.2600 AC
PLAT DEDICATION	1.3125 AC
PRIVATE STREET	2.2600 AC
TOTAL	105.8325 AC

MID SOUTH ENGINEERING COMPANY
 CONSULTING ENGINEERS & LAND SURVEYORS
 2201 N. W. 82nd STREET, FORT LAUDERDALE, FLORIDA 33409

NOTE: This Plat is Subject to 36
 Days North 74th

DR 11273 Ag 570





Whispering Pines



Proposed Design

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