

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Marcie Nolan, AICP, Acting Development Services Director/(954) 797-1101

PREPARED BY: David M. Abramson, Acting Deputy Planning and Zoning Manager

SUBJECT: Developer's Agreement, DA 12-1-05, Woodbridge Ranches/14500 S.W. 26th Street/Generally located at the SW corner of S.W. 26th Street and S.W. 142nd Avenue

AFFECTED DISTRICT: District 4

ITEM REQUEST: **Schedule for Council Meeting**

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 WOODBRIDGE RANCHES HOMEOWNERS' ASSOCIATION INC. TO ERECT AND MAINTAIN AN ENTRY PRIVACY WALL WITHIN THE TOWN'S RIGHT-OF-WAY; AND PROVIDING AN EFFECTIVE DATE.

REPORT IN BRIEF: The petitioner (Woodbridge Ranches Association Inc.) requests approval of a Developer's Agreement to place a privacy wall within Town of Davie Right-of-Way (Southwest 142nd Avenue) as part of a Town requirement during the Site Plan Application approval process for the residential development known as "Woodbridge Ranches."

The location of the proposed privacy wall is on the eastside of Southwest 142nd Avenue. Additionally, the existing equestrian trail that runs parallel along the westside of Southwest 142nd Avenue and shall not be affected by this request.

This agreement notes that the Association will, at all times, maintain said privacy wall. Furthermore, should the Town of Davie require any road improvements within the said Right-of-Way, the Association shall agree to remove and replace the proposed privacy at their expense.

PREVIOUS ACTIONS: n/a

CONCURRENCES: n/a

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

RECOMMENDATION(S): Staff finds the application complete and suitable for transmittal to the Town Council for further consideration with the following conditions:

1. Amend agreement noting the association will maintain the eastside of Southwest 142nd Avenue for the entire length of the Woodbridge Ranches.
2. Provide a minimum 8' separation from edge of pavement to the wall and lighting or reflectors on the wall to allow proper visibility.
3. Provide ground cover planting/shrubs that is water tolerate at the base of the wall.

Attachment(s): Resolution; Exhibit (Agreement and Plans); 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 AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND WOODBRIDGE RANCHES HOMEOWNERS' ASSOCIATION INC. TO ERECT AND MAINTAIN AN ENTRY PRIVACY WALL WITHIN THE TOWN'S RIGHT-OF-WAY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the property (Right-of-Way) generally located on the eastside of Southwest 142nd Avenue, specifically at the eastern entrance to the residential development known as "Woodbridge Ranches," which is illustrated hereto as Exhibit; and

WHEREAS, the Town has required as part of the Site Plan Approval for the residential development known as "Woodbridge Ranches" the construction and maintenance of a privacy wall within the SW 142nd Street right of way; and

WHEREAS, all reasonable costs associated with the removal, replacement or repair of the privacy wall will be borne exclusively by the Woodbridge Ranches Association Inc.

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.

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 _____,
2007.

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2007.

Exhibit (*Developer's Agreement and Plans*)

DEVELOPER'S AGREEMENT

THIS DEVELOPER'S AGREEMENT is entered into this _____ day of July 2007, by and between **TOWN OF DAVIE, a municipal corporation**, pursuant to the laws of the State of Florida (herein referred to as ("**Town**")), and **WOODBRIAGE RANCHES HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, not for profit corporation** (hereinafter referred to as "**Association**").

WITNESSETH

WHEREAS, Southern Homes of Davie LLC. ("**Developer**") is currently developing that certain parcel of land located within the Town of Davie, under the project name Woodbridge;

WHEREAS, the Town has approved the development, as submitted by the Developer;

WHEREAS, the Town has required that a privacy wall be constructed by the Developer in accordance with the following conditions;

WHEREAS, the Town has required that the Association maintain the privacy wall within the SW 142nd Street right of way. A sketch of the privacy wall is attached hereto as Exhibit "A".

NOW THEREFORE, in consideration of the mutual promises, covenants, payments hereinafter set forth, the parties agree as follows:

RECITALS

1. **Recitals**: The above recitals are true and correct and incorporated herein by reference as set forth in full in this section.
2. **Work to be Performed**: Association shall have erected a privacy wall within the SW 142nd Street right of way, in accordance with the drawings attached hereto and incorporated herewith.
3. **Additional Obligations**: Association will at all times maintain said privacy wall, will acquire all required permits to do so and agrees that the privacy wall will conform to building codes. In addition, the parties to this Agreement agree that if, in its sole reasonable judgment, the Town deems, at any time, that said privacy wall is not being maintained or used in any manner consistent with the terms of this Agreement, or if in its sole reasonable judgment the Town, it determines that the privacy wall must be moved or torn down, the Town has the unilateral right to replace, repair or remove any such privacy wall, at the sole discretion of the Town. All

reasonable costs associated with the removal, replacement or repair of the privacy wall will be borne exclusively by the Association.

4. **Satisfaction of Requirements**: The Association's satisfaction of requirements by the Town shall occur upon completion of the construction pursuant to the conditions herein.

5. **Recordation**: This Agreement shall be recorded in the Public Records of Broward County, Florida, at Association's cost.

6. **Notices**: All notices sent to any person pertaining to this Agreement shall be in writing and transmitted by messenger, certified mail, return receipt requested, and shall be delivered at the following addresses:

As to the City:	Town of Davie Town Administrator Director of Planning and Zoning 6591 Orange Drive Davie, Florida 33314
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As to Association	Woodbridge Ranches Homeowners' Association, Inc. 12900 SW 128 th Street, Suite 100 Miami, Florida 33186 Attn: Francisco Perez
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7. **Release and Indemnification by the Town**: The Town agrees that they shall hold harmless and indemnify the Association, its employees, officers, directors, agents, servants, engineer or any other professional engaged by the Association to complete the project from and against any and all claims, from any and all actions, causes of actions, claims, demands, liabilities, losses, damages or expenses including attorney's fees (incurred prior to the institution of litigation and in litigation to include trial and appellate proceedings) which shall or may arise or occur at any time by reason of the planning, development and erection of the privacy wall within the SW 142nd Street right of way, which is the subject matter of this Agreement.

8. **Release and Indemnification by the Association**: The Association agrees that they shall hold harmless and indemnify the Town, its employees, officers, directors, agents, servants, engineer or any other professional engaged by the Association to complete the project from and against any and all claims, from any and all actions, causes of actions, claims, demands, liabilities, losses, damages or expenses including attorney's fees (incurred prior to the institution of litigation and in litigation to include trial and appellate proceedings) which shall or may arise or occur at any time by reason of the planning, development and erection of the privacy wall within the SW 142nd Street right of way, which is the subject matter of this Agreement.

9. **Entire Agreement:** This Agreement sets forth the entire Agreement between the Association and the Town, with respect to the referenced matter, and shall become effective upon execution by all the parties hereto.

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

Witness

Witness

ATTEST:

TOWN CLERK

Witness

Witness

TOWN:

**TOWN OF DAVIE,
a municipal corporation**

By: _____
Print Name: _____
Title: **Mayor Council Member**
Date: _____

By: _____
Print Name: _____
Title: **Town Administrator**
Date: _____

ASSOCIATION:

**WOODBRIIDGE RANCHES
HOMEOWNERS' ASSOCIATION, INC.**

By: _____
FRANCISCO PEREZ, President

STATE OF FLORIDA)
)SS
COUNTY OF BROWARD)

I HEREBY CERTIFY that the foregoing instrument was sworn to under oath before me this _____ day of July 2007, by _____, **Mayor of the TOWN OF DAVIE, a municipal corporation**, and he/she acknowledges executing the same voluntarily and freely by the authority vested in him/her by said municipal corporation, and who is personally known to me or has produced a _____ as identification.

Print Name: _____
NOTARY PUBLIC, State of Florida
Serial No.: _____
My Commission Expires: _____

STATE OF FLORIDA)
)SS
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that the foregoing instrument was sworn to under oath before me this _____ day of July 2007, by **FRANCISCO PEREZ, President of WOODBRIDGE RANCHES HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, nor for profit**, and he acknowledges executing the same voluntarily and freely by the authority vested in him by said company, and who is personally known to me or has produced a _____ as identification.

Print Name: _____
NOTARY PUBLIC, State of Florida
Serial No.: _____
My Commission Expires: _____

Attachment (*Zoning and Aerial Map*)

