

**TOWN OF DAVIE
PLANNING AND ZONING DIVISION
PLANNING REPORT**

DATE: April 16, 1999

PLAT NAME: Lady Elizabeth Plat - Trip Transfer Agreement

APPLICANT: Agent: Craven Thompson & Associates Inc.
Owner: Miles Austin Forman, Hamilton C. Forman, Trustees,
Palm Trace Landings Limited and Silver Palms Land, Ltd.

ANALYSIS: Land Use/Zoning: Residential (10 du/ac)/B-2 & RM-16
Location: northeast corner of Davie Road and SW 30 Street

This Trip Transfer Agreement will transfer an additional 2,422 trips per day from the Lady Elizabeth Plat to the Nova Plat. The trip transfer will result in a restrictive note on the Nova Plat providing 703 garden apartment units and 20,000 square feet of commercial use. The Lady Elizabeth Plat, after the transfer of trips, will have a restrictive note allowing 22 garden apartment units and 5,368 square feet of commercial use. This agreement is consistent with previously approved delegation requests approved by the Town Council on December 1, 1998.

A copy of the Trip Transfer Agreement is attached as Exhibit "A", a copy of the Lady Elizabeth Plat is attached as Exhibit "B".

RECOMMENDATION: The Planning and Zoning Division recommends **APPROVAL** of the proposed Trip Transfer Agreement subject to sufficient capacity of the regional road network as determined by Broward County.

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR AND TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE, BROWARD COUNTY, MILES AUSTIN FORMAN, HAMILTON C. FORMAN, TRUSTEES, PALM TRACE LANDINGS LIMITED AND SILVER PALMS LAND, LTD., RELATING TO THE TRANSFER OF COMMITTED TRIPS ON A PLATTED PARCEL; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURE TO SAID AGREEMENT.

WHEREAS, Miles Austin Forman, Hamilton C. Forman, Palm Trace Landings Limited and Silver Palms Land, Ltd. are owners of the property within the Lady Elizabeth Plat, which plat was recorded in Plat Book 153, page 34, of the public records of Broward County; and

WHEREAS, Miles Austin Forman, Hamilton C. Forman, Palm Trace Landings Limited and Silver Palms Land, Ltd. are owners of the property within the Nova Plat, which plat was recorded in Plat Book 151, page 42, of the public records of Broward County; and

WHEREAS, revisions to the restrictive notes resulted in a decrease in the amount of committed trips associated with the Lady Elizabeth Plat; and

WHEREAS, revisions to the restrictive notes resulted in an increase in the amount of committed trips associated with the Nova Plat; and

WHEREAS, Broward County will allow a transfer of committed trips between the platted parcels should an agreement be entered into with the Town as party.

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, Miles Austin Forman, Hamilton C. Forman, Palm Trace Landings Limited and Silver Palms Land, Ltd., and the Town of Davie allowing a transfer of committed trips from the Lady Elizabeth Plat to the Nova Plat.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 1999.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 1999.

Return recorded copy to:
Miles Austin Forman and
Hamilton C. Forman, Trustees
P.O. Box 640
Fort Lauderdale, Florida 33302

Document prepared by:

Craven Thompson & Associates, Inc.
3563 NW 53rd Street
Fort Lauderdale, Florida 33315

AGREEMENT

Among

BROWARD COUNTY

and

Town of Davie

and

Miles Austin Forman and Hamilton C. Forman, as Trustees of that certain unrecorded Land Trust Agreement dated as of April 15, 1987 and Palm Trace Landings Limited, a Florida limited partnership

and

Miles Austin Forman and Hamilton C. Forman, as Trustees of that certain unrecorded Land Trust Agreement dated as of November 4, 1994 and Palm Trace Landings Limited, a Florida limited partnership and Silver Palms Land, Ltd., a Florida limited partnership

FOR TRANSFER OF COMMITTED TRIPS

This is an Agreement among BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "COUNTY";

AND

Town of Davie, a municipal corporation of the State of Florida, its successors and assigns, hereinafter referred to as "CITY";

AND

Miles Austin Forman and Hamilton C. Forman, as Trustees of that certain unrecorded Land Trust Agreement dated as of April 15, 1987 and Palm Trace Landings, Limited, a Florida limited partnership, its successors and assigns, hereinafter referred to as "DONOR";

AND

Miles Austin Forman and Hamilton C. Forman, as Trustees of that certain unrecorded Land Trust Agreement dated as of November 4, 1994 and Palm Trace Landings Limited, a Florida limited partnership and Silver Palms Land, Ltd., a Florida limited partnership

_____, its successors and assigns, hereinafter referred to as "RECEIVER."

WHEREAS, RECEIVER is the owner of certain real property located in the ^{Town} ~~City~~ of Davie, Broward County, Florida (hereinafter referred to as the "Receiving Parcel") and is described in the attached Exhibit "A" that is incorporated into this Agreement; and

WHEREAS, RECEIVER has previously either:

received COUNTY approval to develop the Receiving Parcel as follows:

This plat is restricted to 703 garden apartment units

_____ ; or

it has been determined that the Receiving Parcel has no vested rights with respect to traffic concurrency satisfaction; and

WHEREAS, RECEIVER has applied to the COUNTY for the following approval(s) to permit development of the Receiving Parcel:

The plat is restricted to 703 garden apartment units and
20,000 square feet of commercial use

_____ ; and

WHEREAS, the proposed development level will result in an additional traffic impact of 2,422 trips per day, pursuant to COUNTY's TRIPS model; and

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 development; and

WHEREAS, DONOR is the fee simple owner of the Lady Elizabeth Plat, (002-MP-91), (hereinafter referred to as the "Donor Parcel"), which was

approved by the County Commission on September 17, 1991 (date), and which is more particularly described in Exhibit "B," attached hereto and incorporated herein; and

WHEREAS, the Donor Parcel is contiguous to the Receiving Parcel; and

WHEREAS, the Donor Parcel has been approved by the COUNTY and is restricted to the following uses:

The plat is restricted to 30,900 square feet of commercial use

and 22 garden apartment units.

_____ ; and

WHEREAS, the County Commission approved an amendment to the note on the face of the Lady Elizabeth Plat which reduced the trips committed to the Donor Parcel from 3609 to 1187, a reduction of 2422 committed trips; and

WHEREAS, the COUNTY Commission approved a delegation request to increase the development permitted on the Receiving Parcel by the number of trips reduced from the Donor Parcel; and

WHEREAS, pursuant to Section 5-182(a)(4)(b) of the Broward County Code of Ordinances, DONOR and RECEIVER seek to transfer the committed trips reduced from the Donor Parcel to the Receiving Parcel; and

WHEREAS, COUNTY has no objection to the transfer of committed trips and the County Commission approved such a transfer at its meeting of February 2, 1999 (date); NOW, THEREFORE,

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

1. The above recitals are true and are incorporated into this Agreement.
2. DONOR agrees to transfer to the Receiving Parcel and the RECEIVER agrees to accept 2,422 trips per day, corresponding to the following designated uses:

20,000 square feet of commercial use

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3. RECEIVER agrees that if a building permit for a principal building is not issued on the Receiving Parcel within three (3) years of the date the Board of County Commissioners approved the transfer of committed trips, the COUNTY's finding of adequacy of the regional road network relative to the donated trips shall expire and no building permits shall thereafter be issued for a principal building on the Receiving Parcel.
 4. CITY agrees that in the event that the COUNTY's finding of adequacy of the regional road network expires, CITY shall not issue any building permits for the donated trips until the Board of County Commissioners makes a finding that the application satisfies the adequacy requirements of the regional road network.
 5. RECEIVER agrees that he/she shall not be entitled to transfer any trips from the Receiving Parcel.
 6. DONOR shall not be entitled to apply for an amendment to the note on the face of the Donor Parcel's plat to increase the number of trips allocated to the Donor Parcel for a period of three (3) years from the date the Board of County Commissioners approved the transfer of committed trips.
 7. DONOR and RECEIVER agree to execute any and all other instruments or documents as may be required to effectuate the requirements of Chapter 5, Article IX, Broward County Code of Ordinances, and this Agreement.
 8. COUNTY and CITY find that execution of and adherence to this Agreement on the part of RECEIVER 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.
 9. NOTICE: Whenever any of the parties desires 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 A-240

Fort Lauderdale, Florida 33301

For the CITY:

For the DONOR:

Miles Austin Forman & Hamilton C. Forman, Trustees

P.O. Box 640, Fort Lauderdale, FL 33302

For the RECEIVER:

Miles Austin Forman & Hamilton C. Forman, Trustees

P.O. Box 640, Fort Lauderdale, FL 33302

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10. This Agreement shall be recorded in the Official Records of Broward County, Florida, against the property described in Exhibits "A" and "B" 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.
 11. APPLICABLE LAW AND VENUE. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

IN WITNESS WHEREOF, the parties 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 Chair, authorized to execute same by Board action on the _____ day of _____, _____ (date), and _____, signing by and through its _____, authorized to execute same by Commission/Council action on the _____ day of _____, _____ (date), and _____, signing by and through its _____, duly authorized to execute same, and _____, 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 _____, Chair

_____ day of _____, _____ (date)

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

AGREEMENT AMONG BROWARD COUNTY, TOWN OF DAVIE, Miles Austin Forman and Hamilton C. Forman, as Trustees of that certain unrecorded Land Trust Agreement dated as of April 15, 1987 and Palm Trace Landings Limited, a Florida limited partnership and

Miles Austin Forman and Hamilton C. Forman, as Trustees of that certain unrecorded Land Trust Agreement dated as of November 4, 1994 and Palm Trace Landings Limited, a Florida limited partnership and Silver Palms Land, Ltd., a Florida limited partnership, for transfer of Committed Trips.

CITY OF _____

WITNESSES:

_____ By _____
_____ day of _____, _____ (date)

ATTEST:

_____ By _____
City Manager City Clerk
_____ day of _____, _____ (date)

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
City Attorney

AGREEMENT AMONG BROWARD COUNTY, TOWN OF DAVIE, Miles Austin Forman and Hamilton C. Forman, as Trustees of that certain unrecorded Land Trust Agreement dated as of April 15, 1987 and Palm Trace Landings Limited, a Florida limited partnership

and

Miles Austin Forman and Hamilton C. Forman, as Trustees of that certain unrecorded Land Trust Agreement dated as of November 4, 1994 and Palm Trace Landings Limited, a Florida limited partnership and Silver Palms Land, Ltd., a Florida limited partnership, for transfer of Committed Trips.

DONOR

WITNESSES:


Print Name: Pamela Caldwell

Print Name: Aileen Lister


Print Name: Pamela Caldwell

Print Name: Aileen Lister


Print Name: Pamela Caldwell

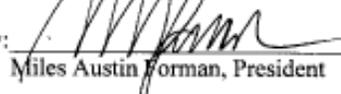
Print Name: Aileen Lister


Miles Austin Forman, as Trustee of that certain unrecorded Land Trust Agreement dated as of April 15, 1987


Hamilton C. Forman, as Trustee of that certain unrecorded Land Trust Agreement dated as of April 15, 1987

Palm Trace Landings, Limited, a Florida limited partnership

By: American Marketing & Management, Inc., its corporate general partner

By: 
Miles Austin Forman, President

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1st day of April, 1999 by Miles Austin Forman, as Trustee of that certain unrecorded Land Trust Agreement dated as of April 15, 1987, who is personally known to me ~~or who has produced~~ _____ as identification.

Vicki L. Grady
Notary Public
Print Name: Vicki L. Grady
My Commission Expires: (Seal)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1st day of April, 1999 by Hamilton C. Forman, as Trustee of that certain unrecorded Land Trust Agreement dated as of April 15, 1987, who is personally known to me ~~or who has produced~~ _____ as identification.

Vicki L. Grady
Notary Public
Print Name: Vicki L. Grady
My Commission Expires: (Seal)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1st day of April, 1999 by Miles Austin Forman, the President of American Marketing & Management, Inc., the general partner of Palm Trace Landings, Limited, a Florida limited partnership. He/she is personally known to me ~~or who has produced~~ _____ as identification.

Vicki L. Grady
Notary Public
Print Name: Vicki L. Grady
My Commission Expires: (Seal)

"RECEIVER"

WITNESSES:

Pamela Caldwell
Print Name: Pamela Caldwell
Allen Liptak
Print Name: Allen Liptak

Pamela Caldwell
Print Name: Pamela Caldwell
Allen Liptak
Print Name: Allen Liptak

Pamela Caldwell
Print Name: Pamela Caldwell
Allen Liptak
Print Name: Allen Liptak

Pamela Caldwell
Print Name: Pamela Caldwell
Allen Liptak
Print Name: Allen Liptak

Miles Austin Forman
Miles Austin Forman, as Trustee of that certain unrecorded Land Trust Agreement dated as of November 4, 1994

Hamilton C. Forman
Hamilton C. Forman, as Trustee of that certain unrecorded Land Trust Agreement dated as of November 4, 1994

Palm Trace Landings, Limited, a Florida limited partnership
By: American Marketing & Management, Inc., its corporate general partner

By: *Miles Austin Forman*
Miles Austin Forman, President

Silver Palms Land, Ltd., a Florida limited partnership
By: American Marketing & Management, Inc., its sole general partner

By: *Miles Austin Forman*
Miles Austin Forman, President

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1st day of April, 1999 by Miles Austin Forman, as Trustee of that certain unrecorded Land Trust Agreement dated as of November 4, 1994, who is personally known to me ~~or who has produced~~ _____ as identification.

Vicki L. Brady
Notary Public
Print Name: Vicki L. Brady
My Commission Expires: (Seal)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1st day of April, 1999 by Hamilton C. Forman, as Trustee of that certain unrecorded Land Trust Agreement dated as of November 4, 1994, who is personally known to me ~~or who has produced~~ _____ as identification.

Vicki L. Brady
Notary Public
Print Name: Vicki L. Brady
My Commission Expires: (Seal)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1st day of April, 1999 by Miles Austin Forman, the President of American Marketing & Management, Inc., the general partner of Palm Trace Landings, Limited, a Florida limited partnership. He/she is personally known to me ~~or who has produced~~ _____ as identification.

Vicki L. Brady
Notary Public
Print Name: Vicki L. Brady
My Commission Expires: (Seal)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 21st day of April, 1999 by Miles Austin Forman, the President of American Marketing & Management, Inc., the sole general partner of Silver Palms Land, Ltd., a Florida limited partnership. He/she is personally known to me or ~~who has produced~~ _____ as identification.

Vicki L. Grady
Notary Public
Print Name: Vicki L. Grady
My Commission Expires: (Seal)



Exhibit A

Parcel A of the Nova Plat as recorded in Plat Book 151, Page 42 of the
Public Records of Broward County, Florida

Exhibit B

Parcel A of the Lady Elizabeth Plat as recorded in Plat Book 153, Page 34 of
the Public Records of Broward County, Florida

