



Town Council Agenda Report

SUBJECT: Ordinance

CONTACT PERSON/NUMBER

Name: Mark Kutney, AICP
Phone: (954) 797-1101

TITLE OF AGENDA ITEM:

AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, CHANGING THE CLASSIFICATION OF CERTAIN LANDS WITHIN THE TOWN OF DAVIE FROM A-1, AGRICULTURAL ESTATE DISTRICT (COUNTY), A-5, AGRICULTURAL-EXCAVATION DISTRICT (COUNTY), M-3, GENERAL INDUSTRIAL DISTRICT (HACIENDA VILLAGE), AND M-4, LIMITED HEAVY INDUSTRIAL DISTRICT (COUNTY), TO TS, PLANNED TRUCK STOP DISTRICT; AMENDING THE TOWN ZONING MAP TO COMPLY THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ZB 5-1-99 “Davie Truck Stop” Bill Meyers, owner/petitioner - 4751 SW 30th Street /Generally located at the southeast corner of the Florida Turnpike and I-595, west of Burris Road.

REPORT IN BRIEF:

In March of 1997, an annexation agreement was executed to annex the subject site into the Town of Davie. It was the intent of the owner, Jolmy, to construct a truck stop facility on the site prior to the agreement. Upon execution of the agreement, Jolmy (owner) was given 30 days to file the necessary rezoning petition to the M-3 and/or B-3 zoning district. However, in the event the proposed uses were not permitted within these zoning districts, the Town Council agreed to consider developing and adopting a new zoning designation to permit all such uses on the property. These uses included a truck stop, gas station, convenience store, fast food restaurant, retail, truck service (major repair), warehouse (storage), office and hotel. During preliminary discussion with the owner, it was identified that there was no existing zoning district which would permit all the proposed uses and in December of 1999, the Town Council approved the TS, Planned Truck Stop District.

Subsequently, the petitioner is proposing to rezone the subject site to the TS zoning district. The subject site was determined to be an appropriate location for the proposed uses, compatible with the planned uses of the surrounding area subject to the setback, separation and landscape requirements set forth within the new TS zoning district.

The petitioner has provided a conceptual master plan as required by the TS ordinance, which is attached hereto. The petitioner has indicated an intent to provide a 10 foot high landscape berm along the south property line to protect the existing travel trailer park to the south of the property from the impact of parked trailer trucks along the south property line. The application submitted provides AC/DC electrical outlets for the two long-term parking rows in this area which will allow the trucks to run their air conditioners without having to run their engines, thus eliminating any noise pollution. Twenty-four hour security will also be provided.

The commercial uses proposed on this plan will require compatibility review by the Broward County Department of Planning and Environmental Protection (DPEP) for the use of the Broward County “Industrial to Commercial” flexibility rule. No commercial development will be permitted on this site prior to County review.

The owner has provided a declaration of easements, conditions and restrictions, as required within the TS, Ordinance. This agreement will provide for unified control of the entire site for operation of maintenance, drainage, landscaping, parking, and cross-access.

The annexation agreement also required the owner to provide funding for construction of rights-of-way to accommodate the proposed use. In addition, the Town worked with the owner in obtaining an Economic Development Transportation Fund grant using matching funds as leverage for additional roadway construction. Therefore, sufficient roadway capacity will be provided for this site.

PREVIOUS ACTIONS:

- On December 1, 1999, the Town Council approved Ordinance 99-42 establishing the TS District (motion carried 4-0, Vice-Mayor Bush absent).
- On February 2, 2000, the Town Council approved this item (motion carried 5-0).

CONCURRENCES: The Planning and Zoning Board recommended approval (motion carried 5-0), on January 26, 2000, subject to the planning report and that the two long term parking areas at the southern boundary of the conceptual site plan be designated as AC/DC (alternating current/direct current hook-up) parking.

FISCAL IMPACT: Not Applicable.

RECOMMENDATION(S): Motion to approve.

Attachment(s): Ordinance, declaration of restrictions, conceptual master plan, land use map, subject site map, and aerial.

ORDINANCE _____

AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, CHANGING THE CLASSIFICATION OF CERTAIN LANDS WITHIN THE TOWN OF DAVIE FROM A-1, AGRICULTURAL ESTATE DISTRICT (COUNTY), A-5, AGRICULTURAL-EXCAVATION DISTRICT (COUNTY), M-3, GENERAL INDUSTRIAL DISTRICT (HACIENDA VILLAGE), AND M-4, LIMITED HEAVY INDUSTRIAL DISTRICT (COUNTY), TO TS, PLANNED TRUCK STOP DISTRICT; AMENDING THE TOWN ZONING MAP TO COMPLY THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Davie authorized the publication of a notice of a public hearing as required by law, that the classification of certain lands within the Town be changed from A-1, Agricultural Estate District (County), A-5, Agricultural-Excavation District (County), M-3, General Industrial District (Hacienda Village), and M-4, Limited Heavy Industrial District (County) to TS, Planned Truck Stop District.

WHEREAS, said notice was given and publication made as required by law, and public hearings thereunder were held on January 26, 2000, February 2, 2000 and on the date of adoption of this ordinance.

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

SECTION 1. That the property herein after described be and the same is hereby rezoned and changed from A-1, Agricultural Estate District (County), A-5, Agricultural-Excavation District (County), M-3, General Industrial District (Hacienda Village), and M-4, Limited Heavy Industrial District, to TS, Planned Truck Stop District:

a. The subject property is described in Exhibit "A", which is attached hereto and made a part hereof.

SECTION 2. That the owner has voluntarily executed a deed restriction on the property described in Section 1:

a. The deed restriction is attached as Exhibit "B", which is attached hereto and made a part hereof.

SECTION 3. That the owner has prepared a conceptual master plan:

a. The conceptual master plan is attached as Exhibit "C", which is attached hereto and made a part hereof.

SECTION 4. That the zoning map heretofore adopted by the Town Council be and the same is hereby amended to show the property described in Section 1, herein, as TS, Planned Truck Stop District.

SECTION 5. All Ordinances or parts of Ordinances in conflict herewith are to the extent of such conflict hereby repealed.

SECTION 6. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by 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 portion of this Ordinance.

SECTION 7. This Ordinance shall take effect immediately upon its passage and adoption.

PASSED ON FIRST READING THIS _____ DAY OF _____, 2000.

PASSED ON SECOND READING THIS _____ DAY OF _____, 2000.

ATTEST:

MEMBER

MAYOR/COUNCIL

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2000.

LINE TABLE

Line No.	Bearing	Distance
1	N 89°30'15" E	295.52'
2	N 89°30'15" E	296.78'
3	S 14°55'13" W	240.24'
4	S 89°30'15" W	1205.19'
5	S 82°27'49" W	201.59'
6	S 89°30'15" W	300.05'
7	N 85°45'53" W	301.09'
8	S 89°32'03" W	93.85'
9	S 79°56'43" W	103.55'
10	S 80°00'56" W	212.10'
11	N 34°57'13" E	55.35'
12	N 40°47'56" E	216.14'
13	N 24°40'10" E	86.97'
14	N 24°40'10" E	121.31'
15	N 23°11'03" E	308.25'
16	N 28°15'46" E	515.17'
17	S 35°16'34" E	125.00'
18	S 39°19'40" W	35.02'
19	S 16°31'22" E	10.90'
20	S 33°09'22" W	36.38'
21	S 07°19'05" E	34.08'
22	S 14°50'12" W	10.83'
23	S 14°50'12" W	365.55'
24	N 87°37'48" W	532.98'
25	N 75°10'10" W	79.86'
26	S 14°51'07" W	250.02'
27	N 89°30'15" E	622.49'

CURVE TABLE

Curve No.	Radius	Length	Delta	Offset
C-1	25.00'	45.98'	105°23'15"	12.81'
C-2	199.03'	600.73'	44°04'34"	315.36'
C-3	516.08'	186.21'	04°52'25"	244.25'

SKETCH OF DESCRIPTION

A PORTION OF VERMONT ST
 BEING 70.00' AS SHOWN ON PLAT 20,000
 AND A PORTION OF TRACT 5, BEING 11'
 NEWBORN SURVEY OF 1870, 2, PG. 26, N.D.C. 11
 AND A PORTION OF SIMONS STATE
 PARKWAY (STATE ROAD 88) 51.00'
 T.O.L.C. MAP SECTION 30860-2124
 OSWALD COUNTY, FLORIDA

DATE 5/01/99

SCALE 1" = 100'

FIELD BK. NO.

BOOK OF R.S.

DATE BY R.S.

DATE

REVISIONS

NO.

DATE

BY



KEITH and SCHNARS, P.A.

ENGINEERS PLANNERS SURVEYORS

100 N. W. 10th St., Suite 1000, Ft. Lauderdale, FL 33304

SELL NO. 7 OF 3 SHEETS

DRAWING NO. 154351

EXHIBIT "B"

Prepared by and Record and Return to:

Marc A. Gordon, P.A.
8551 West Sunrise Blvd.
Suite 208
Plantation, FL 33322

DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS is made by JOLMY ENTERPRISES, INC., a Florida CORPORATION,

WITNESSETH:

WHEREAS, Declarant is the owner of that certain real property situated, lying and being in Broward County, Florida, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Declarant intends to develop the Property as a Truck Stop within the Planned Truck Stop District created pursuant to Ordinance 99-42, Town of Davie, Florida, effective December 1, 1999, and to convey the Property to third parties (the "Owner" or "Owners"); and

WHEREAS, Declarant desires to impose certain easements, covenants, conditions and restrictions upon the Property for unified control and for the mutual and reciprocal benefit of the present and future Owners thereof;

WHEREAS, Declarant intends to proceed with the development of the Property in accordance with the approved conceptual master plan of the Development and such other conditions or modifications as may be attached to the Development and in accordance with the Town of Davie Comprehensive Plan for an Industrial future land use plan designation, and with area redevelopment in the "CRA", and;

WHEREAS, Declarant intends to provide agreements, covenants, contracts, deed restrictions, or sureties acceptable to the Town Council of Davie, Florida for development of the Property in accordance with the approved master conceptual plan and for the continuing operation and maintenance of such area, functions and facilities as are not to be provided, operated or maintained at general public expense;

NOW, THEREFORE, in consideration of the premises and of the covenants herein contained, the Declarant hereto declares as follows:

I. DEFINITIONS.

(a) "Owner" or "Owners" shall mean the Declarant and any and all successors or assigns of fee simple title to any part of the Property, whether by sale, assignment, inheritance, operation of law, trustee sale, foreclosure or otherwise, but not including the holder of any lien or encumbrance on any portion of the Property.

(b) "Common Area" shall mean those portions of the Property located outside of exterior walls of buildings or other structures from time to time located on the Property and which are either unimproved, or are improved as parking areas, landscaping areas, driveways, roadways and/or walkways and shall also include utility, drainage and other easements, exclusive of drive thrus, receiving areas and loading docks. Every Owner shall have the right in such Owner's sole discretion to modify the Common Area located within the Property owned by such Owner at any time and from time to time, including, without limitation, changing parking and/or traffic flow so long as any such modification does not conflict with this Declaration and the approved conceptual master plan and does not restrict the flow of traffic through the Property. Any such modifications not in accordance with the approved master plan shall be subject to review and approval by the Town of Davie ("Town") as required by law.

(c) "Land Area" shall mean the square feet of land contained within the Property and that which may be acquired.

2. EASEMENTS. There is hereby established in every Owner and every tenant, occupant, employee, agent, contractor, customer, invitee, and licensee of every Owner, tenant, or occupant the following non-exclusive, perpetual and reciprocal easements:

(a) **Access.** An easement for access, ingress and egress over all paved driveways, roadways and walkways to be constructed and constituting a part of the Common Area including, without limitation, entry drives so as to provide for the passage of commercial vehicles, trucks and other motor vehicles and pedestrian traffic, between all portions of the Common Area intended for such purposes, and to and from all abutting streets or rights-of-way furnishing access to the Property.

(b) **Utilities.** An easement in, to, over, under and across the Common Area for the purpose of establishing and maintaining underground utility lines. The installation of any utility lines shall be subject, as to location, to the approval of the Owner of the Property in which the utilities are to be installed, such approval not to be unreasonably withheld.

All public utility companies providing utility services to the Property shall have an easement to ingress and egress over, under and upon the Property for the purpose of installation, maintenance, use and servicing of public water and sewer service, utility lines and utility equipment including doing such work and repair as shall be necessary under the surface of the Property provided that there is no disturbance to the buildings located

thereon and that such Property is replaced and restored to its natural state.

(c) Governmental and Related Agencies. An easement in favor of all governmental and quasi-governmental law enforcement, emergency service and related agencies, utility companies, cable television companies, security companies, mail and parcel carrier and delivery companies and their agents and employees for ingress and egress over, under and upon the Property for all governmental purposes, including providing the following services or franchises to others: police and fire protection, garbage collection, mail delivery, building inspections and underground cable lines, etc.

(d) Parking. Nothing in this Declaration shall be construed as creating an easement or other license in any person to park in the Common Area. The Common Area suitable for parking on the Property shall be for the exclusive parking use of the Owner of the Property and every tenant, occupant, employee, agent, contractor, customer, invitee, and licensee of the Owner, tenant, or occupant of that Property.

The easements granted herein shall be for the benefit of the Owners and their respective invitees, licensees and patrons and for the benefit of the governmental authorities, their franchisees and public utilities but same is not intended, nor shall it be construed as creating any rights in or for the benefit of the general public.

(e) Drainage. An easement for drainage over all pipe, ditches, conduits and other improvements to be constructed and the lake constituting a part of the initial Common Area, including all such improvements and facilities constituting a part of or otherwise necessary to comply with the water management system.

(f) Additional Easements Owners, shall have the right to (i) grant and declare additional easements over, upon, under and/or across the Common Areas in favor of any other person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements within or outside of the Property, in favor of any person, entity, public or quasi-public authority, or utility company, as the Owner may deem necessary and/or desirable for the proper operation and maintenance of the Property, or any portion thereof, or for the health, safety or welfare of the Owners, or for any other reasonable purpose, in accordance with the approved conceptual master plan.

(g) Sale and Development Easement. Owner reserves and shall have an easement over, upon, across and under the Property as may be reasonably required in connection with the development, construction, sale and promotion, and leasing of the Property or any portion thereof.

(h) Indemnification. Each person or entity now or hereafter entitled to use of the easements as defined herein, shall be bonded, unless self insured, and shall be responsible and liable to the Owner and to third persons for their own negligence and that of their agents and employees resulting from, arising out of or relating to the use of the easements.

3. UTILITIES. The Owner shall service, maintain, repair and replace and pay the cost of any fees or charges in connection with the utility line on the Property, and the Owner shall pay the cost of any service, maintenance, repairs, replacements, or other fees incurred on behalf of the Property that is not deemed to be the responsibility of the utility provider.

4. MAINTENANCE. Until such time as buildings and or Common Area improvements are constructed on the Property, the Owner thereof shall maintain the same in a clean and neat condition and shall take such measures as are necessary to control grass, weeds, blowing dust or dirt and litter or debris.

Each Owner shall keep and maintain, at its sole cost and expense, the buildings located from time to time on the Property in good order, condition and repair. Once constructed, in the event of any damage to or destruction of a building on the Property, the Owner of such Phase shall, at its sole cost and expense, with due diligence (a) repair, restore and rebuild such building to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Declaration), or (b) tear down and remove all portions of such damaged or destroyed buildings then remaining, including the debris resulting therefrom, and otherwise clean and restore the area affected by such casualty to a level, graded condition; provided, however, nothing contained in this paragraph shall be deemed to allow an Owner to avoid a more stringent obligation for repair, restoration and rebuilding contained in a lease or other written agreement between and Owner and such Owner's tenant or occupant, or required by applicable government codes, laws, rules or regulations.

The Owner of the Property shall operate and maintain, or cause to be operated and maintained at its expense, all Common Area located on the Property in good order, condition and repair. Following the construction of improvements thereon, maintenance of Common Area shall include, without limitation, maintaining and repairing all sidewalks, maintaining and repairing the surface of the parking lot, spine and internal roads on the Property, SW 30th Street ("SR 84 Spur") after it has been constructed as required by the January 8, 1997 Agreement, removing all papers, debris and other refuse from and periodically sweeping all parking and road areas to the extent necessary to maintain the same in a clean, safe and orderly condition, maintaining appropriate lighting fixtures for the parking areas and roadways, maintaining marking, directional signs, lines and striping as needed, maintaining landscaping and buffer areas and performing any all such other duties as are necessary to maintain such Common Area in a clean safe and orderly condition. Once constructed, in the event of any damage to or destruction of all or a portion of the Common Area on the Property, the Owner of such Property shall, at its sole cost and expense, with due diligence, repair, restore and rebuild such Common Area to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Declaration).

Failure of each owner to maintain the common areas as required by this Declaration

shall constitute a "Common Area Default" (hereinafter referred to as "Default") In the event that the Town determines in its reasonable judgment that the Owner has committed a Default, the Town shall notify the Owner in writing of the Default and provide the Owner thirty (30) calendar days to cure such Default. If the Owner shall fail to cure such Default within thirty (30) calendar days of receipt of notice, the Town may, at its sole discretion, cure the Default at the Town's expense and then record a notice of Lien against the Property in the Official Records of Broward County, Florida for the actual liquidated costs of curing the Default (Town's Lien"). The Town's lien shall be subject and subordinate to: (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens for taxes recorded in the Official Records Books of Broward County, Florida prior to the date of recordation of said notice of lien, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of such notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein shall be subject and subordinate to the Town's Lien. Upon the timely curing by the Owner of the Default for which the notice of lien was recorded, the Town shall record an appropriate release of the Town's Lien. The Town's undertaking to cure a Default shall impose no continuing obligation on the Town to repair or maintain Owner's Improvements at any time thereafter. The Town's rights under this sub-paragraph shall be supplemental and cumulative to all other remedies available to the Town for the enforcement of the Town's ordinances and development requirements. The rights of the Town hereunder shall also be available to any Owner, or tenant of such Owner, pursuant to any lease allowing such tenant to perform Owner's obligations thereunder.

Continuing Obligation. The obligation to maintain the Owner's Common Areas pursuant to this Declaration shall be continuing obligations of the Owner or an entity selected by Owner to assume such maintenance obligations. Prior to the transfer of title which would result in the Owner having no remaining fee ownership interest in the Property, the Owner shall delegate its duty to maintain the Owner's Common Area to an entity which shall have a perpetual existence to ensure that such maintenance obligations will be performed in the future. The Owner shall, within ten (10) days prior to the transfer of title which would result in the Owner having no remaining fee ownership interest in the Property, notify the Town in writing of the entity selected to assume the obligation to maintain Owner's Common Area. Such notification shall describe the entity and the address of the entity assuming the obligation. The Owner's delegation of its duty to maintain the Owner's Common Area shall in no way affect the Town's right to cure and lien the Property as described in this Declaration.

5. CONSTRUCTION AND DESIGN OF IMPROVEMENTS Every building, including its appurtenant Common Area improvements, now or in the future constructed on the Property shall be of first quality construction, in conformity with sound architectural and engineering standards and all applicable municipal, county and state codes. If the parking lot is to be constructed of concrete instead of asphalt, a concrete batch plant shall be permitted to be maintained on the Property during the construction stage.

6. RESTRICTIONS.

(a) Uses. The Property shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, Town of Davie ordinances 99-42, codes, and regulations. In addition to the foregoing, it is expressly agreed that neither all, nor any portion of the Property shall be used for purposes of an adult book store, adult theater, adult amusement facility or any facility selling or displaying pornographic materials or having such displays or any use which inherently creates a nuisance.

(b) Drive Through. No facility on the Property shall be established for vehicular drive-up or drive-through in which the stopping or standing of motor vehicles in line at a location for drop-off and/or pickup is intended shall be assigned, constructed, used or operated in any manner such that motor vehicles in line at such facility stop or stand so as to interfere with the normal pattern and flow of pedestrian or vehicular traffic on or across the Property.

(c) Rezoning. No portion of the Property may be rezoned without the prior written consent of the Declarant and the approval of the Town of Davie.

(d) Storage, Loading Areas and Off street parking. No materials, supplies, equipment, or machines shall be stored in any area except inside a closed building or warehouse, or behind a visual barrier screening such areas from the view of streets, and any exception to the enclosure requirement not permitted by Ordinance 99-42 must be approved by the Town of Davie. Loading areas and docks shall be set back and screened to minimize the effect of same from adjoining streets and be established in accordance with the general provisions set forth in Article VII of the Town of Davie Land Development Code or by an alternative Off street parking and loading plan approved by the Town of Davie providing justification of the flexible standards for Town consideration.

(e) Portable or Temporary Buildings. No portable, storage, temporary or accessory buildings, shed or structures, or tents, shall be erected, constructed or located on the Property for storage or otherwise, except during the construction and development of the Property, without the prior written consent of the Owner.

(f) Garbage and Trash. Each Owner shall regularly pick up all garbage, trash, refuse, rubbish, or other materials on the Property. All garbage, trash, refuse, or rubbish must be placed in appropriate trash facilities or bags. All containers, dumpsters or garbage facilities shall be stored inside a Building or enclosed or fenced-in area approved by the Owner, or otherwise screened from view in a manner approved by the Declarant, and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted to emanate from the garbage or trash.

(g) Landscaping. The Landscaping shall be designed so as to create a visually attractive common area within the Property. Because of the unique nature and

design of Truck Stop facilities, Landscaping and Buffering shall be developed in accordance with the approved Master Landscape Plan and the purpose and intent of site landscaping pursuant to the Land Development Code

(h) Signage and Lighting. Requirements of signage and lighting shall be designed so as to create a visually unifying element within the Property. Because of the unique nature and design of Truck Stop facilities, signage and lighting shall be developed in accordance with any alternative signage and lighting plan submitted with and approved in conjunction with the master conceptual plan and amendments thereto approved by the Town of Davie and with the pre-existing annexation agreement. All exterior signs shall be maintained in first class condition so as to be clean, clear and legible at all times.

(i) Nuisances. No nuisances shall be permitted within the Property, and no use or practice which is an unreasonable source of annoyance to the other Owners and tenants within the Property or which shall interfere with the peaceful possession and proper use of the Property shall be permitted. No unreasonably offensive or unlawful action shall be permitted, and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times by the Owners. In this regard, the very nature of the operation of a Truck Stop will generate activity that will produce noise and the Owner, in order to minimize the effects thereof, will develop a buffer with a concrete or masonry barrier situated thereon along designated areas of the Property in accordance with the approved master conceptual plan and will designate certain truck parking spaces as A/C-D/C electrical hookups for overnight parking of Refrigerated Trailers ("Reefers") in accordance with the approved master conceptual plan. Electrical reflectors, spotlights, floodlights and other methods of illumination may be used to illuminate buildings, landscape areas, signs and parking areas, provided that such devices are equipped with proper lenses concentrating illumination upon such structures and areas.

(j) Outside Antennas. Communication Apparatus is subject to applicable requirements set forth in the Town of Davie Ordinance 99-42 and the Land Development Code, Article XV, Telecommunication Towers and Antennas.

(k) Garbage Containers, Air conditioners. All garbage and refuse containers, air conditioning units other than rooftop equipment shall be placed in walled in or landscaped areas as approved by the Declarant, so that they shall be substantially concealed or hidden from any eye-level view on the Property

(l) Oil and Gas Tanks. Because of the unique nature of truck stop facilities requiring bulk storage of petroleum products on site, storage tanks shall be permitted above ground, shall comply with all State and Federal Law and regulations, and shall be maintained in accordance with the approved master conceptual plan.

(m) Rooftop Equipment. All rooftop equipment shall be so situated so as not to be visible from or be screened from the pedestrian view on the Property.

(n) Fences and Walls. Fences and walls shall be permitted in the front of any building with the consent of the Declarant and must be maintained in good condition at all times. The Declarant shall determine the location and type of the fence or wall.

(o) Surface Water Management. The Owner shall be responsible for the construction of a master water management system designed through recognized engineering standards and developed in accordance with permits issued by controlling governmental authorities based upon plans and specifications approved by the issuing agency. Improvements and modifications of the surface water management system of any portion of the Property shall be in accordance with permits issued by controlling governmental authorities and the plans and specifications approved by the Owner.

(p) Parking. Because of the unique nature of a truck stop operation, daily and overnight parking shall be permitted in designated parking areas. The Property shall contain sufficient number and size of parking spaces to meet the requirements of all applicable governmental agencies and to accommodate the needs for the parking of the commercial vehicles, trucks and other motor vehicles. Areas shall be designated as no parking or standing zones, when such activity would interfere with the normal pattern and flow of pedestrian or vehicular traffic on or across the Property. Designated areas for Refrigerated Trailers ("Reefers") shall be established in accordance with the approved master conceptual plan and be provided with AC-DC electrical hookups for overnight parking.

7. INSURANCE. The Owner shall procure and maintain comprehensive public liability and property damage insurance against claims for personal injury, death or property damage occurring upon such Property, with single limit coverage of not less than an aggregate of One Million (1,000,000.00) Dollars including umbrella coverage, if any, or such greater amount as may from time to time be reasonable and prudent under the circumstances, and the Owner (providing the Owner obtaining such insurance has been supplied with the name of such other Owner) as an additional insured. The insurance is to insure against potential liability for losses or damages that might occur on the Property including, without limitation, all Common Areas and easement areas. All such insurance must include a provision requiring at least thirty 30 days written notice to each additional insured before such insurance can be canceled or the coverage reduced for any reason. Any deductible or exclusion under such policies shall not exceed \$5,000.00 or such other sums as approved the Owner.

8. DAMAGE OR DESTRUCTION. In the event any improvement within any Common Area is damaged or destroyed due to fire, flood, wind, or other casualty or reason, the Owner of the Property containing such damaged improvement shall restore, repair, replace or rebuild (hereinafter collectively referred to a "Repair") the damaged improvement to the condition the improvement was in immediately prior to such damage or destruction.

9. TAXES AND ASSESSMENTS. The Owner shall pay all taxes, assessments or charges of any type levied or made by any governmental body or agency with respect to the Property.

10. NO RIGHTS IN PUBLIC. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating any of the Property for public use.

11. REMEDIES AND ENFORCEMENT. In the event of a breach or threatened breach by any Owner or such Owner's tenants or occupants of any of the terms, covenants, restrictions or conditions hereof, any of the other Owner's, or tenant of such Owner, which has assumed, pursuant to a written lease, the Owner's obligations hereunder, shall be entitled forthwith to full and adequate relief by injunction and/or all such other legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

In addition to all other remedies at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Declaration, other than a Maintenance Default, within thirty (30) days following written notice thereof by an Owner, any Owner, or tenant of such Owner, which has assumed, pursuant to a written lease, the Owner's obligations thereunder, shall have the right to perform such obligation contained in this Declaration on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon written demand for the reasonable costs thereof together with interest thereon at 10% per annum accruing from the date that such costs were advanced. An Owner shall not have the right to cure as herein provided if, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion.

Any claim for reimbursement, including interest as aforesaid, all the costs and expenses, including reasonable attorney's fees awarded to any Owner or tenant, in enforcing any payment in any suit or proceeding under this Declaration shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien against the Property of the defaulting Owner until paid, effective upon the recording of a notice of lien in the Official Records Books of Broward County, Florida. Such assessment lien shall be subject and subordinate to (1) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded in the Official Records Books of Broward County, Florida prior to the date of recordation of said notice of assessment lien, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of such notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein shall be subject and -subordinate to the assessment lien. Upon the timely curing by the defaulting Owner of any default for which a notice of lien was recorded, the party recording same shall record an appropriate release of such notice of lien and assessment of lien.

All remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind or otherwise terminate this Declaration. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon the Property made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Property covered hereby whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

12. TERM The covenants, conditions and restrictions contained in this Declaration shall be effective commencing on the date of recordation of this Declaration in the Public Records of Broward County, Florida and shall remain in effect perpetually.

13. ATTORNEY'S FEES In the event a party to this Declaration institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, including suits to foreclose or discharge liens per paragraph 11, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

14. AMENDMENTS Declarant agrees that the provisions of this Declaration may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of the Property, which consent shall not be unreasonably withheld. Such consent shall be evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the Official Records Books of Broward County, Florida.

This Declaration shall not be amended or modified, nor shall any easement provided for herein be altered, modified or amended in any material respect without the consent of any tenant, which can assume the obligation of an Owner, and may be adversely affected by such modification or amendment.

15. NO WAIVER No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

16. NO AGENCY Nothing in this Declaration shall be deemed or construed by any party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint ventures or of any other association between the parties.

17. COVENANTS TO RUN WITH LAND It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the Property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs and personal

representatives.

18. GRANTEE'S ACCEPTANCE. The grantee of any Property or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof whether from an original party or from a subsequent Owner of such Property, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs and personal representatives, covenant, consent and agree to and with the other party to keep, observe, comply with and perform the obligations and agreements set forth herein with respect to the Property so acquired by such grantee

19. SEVERABILITY. Each provision of this Declaration is declared to be independent of and severable from the remainder of this Declaration. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holdings shall not affect the validity or enforceability of the remainder of this Declaration. In the event the validity or enforceability of any provision of this Declaration is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared.

IN WITNESS WHEREOF, Declarant has executed this Declaration the date shown below.

JOLMY ENTERPRISES, INC.,
a Florida Corporation

By William Myers ^{Boas}
William Myers, President

STATE OF FLORIDA
COUNTY OF BROWARD

Sworn and subscribed to before me this 31 day of Jan, 2000 by William Myers,
President of Jolmy Enterprises, Inc.

My Commission Expires:

Fredda Fierro
Signature
NOTARY PUBLIC

Personally Known _____

Type of Identification FI DIA

cc. rezoning dec

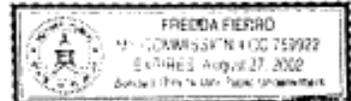
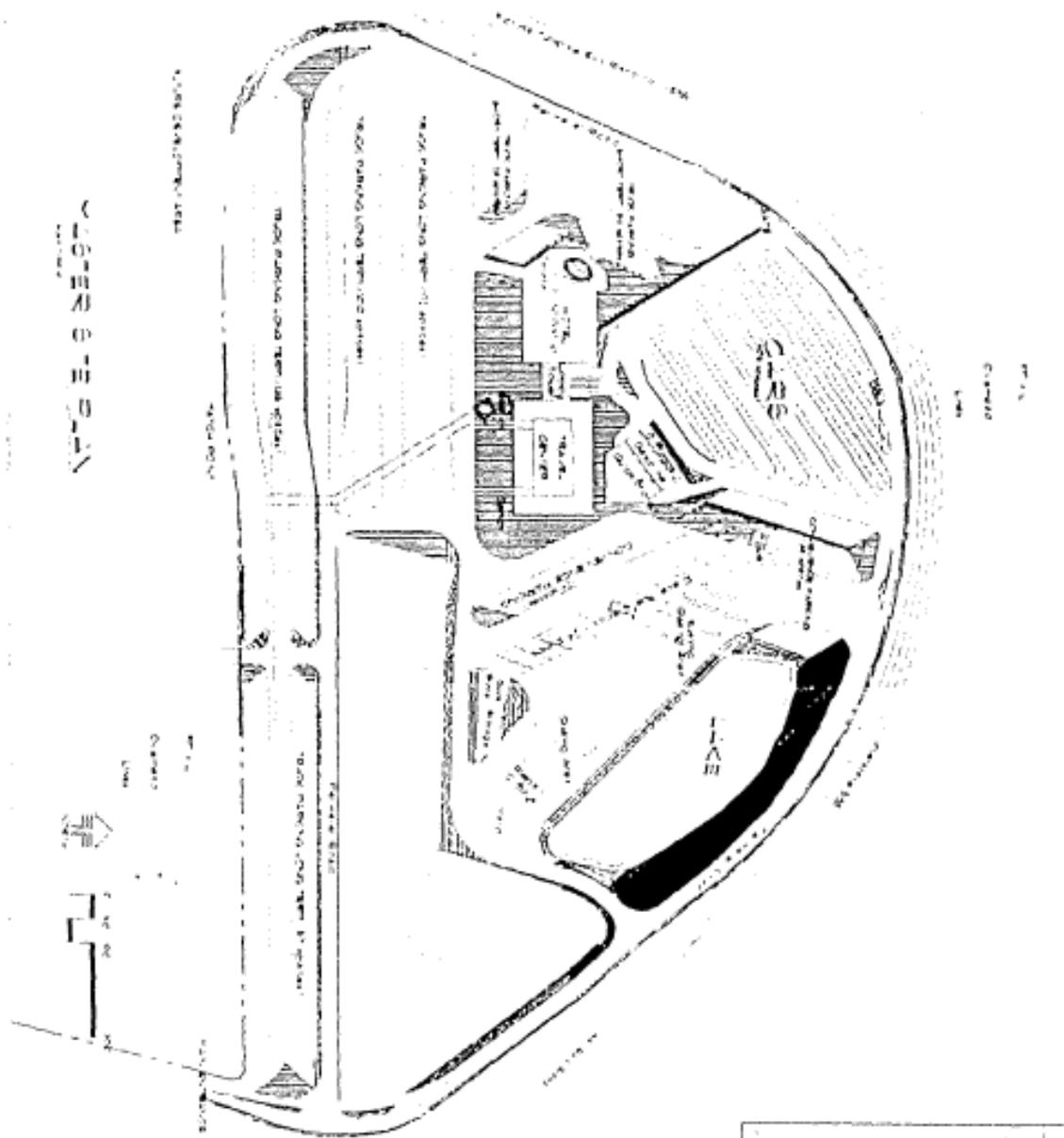


EXHIBIT "C"



NO.	DESCRIPTION	AREA	PERCENTAGE
1	LABORATORY	1,200	15.0
2	LABORATORY	800	10.0
3	CORRIDOR	1,000	12.5
4	OFFICE	1,500	18.75
5	RESTROOM	100	1.25
6	CLOSET	50	0.625
7	STORAGE	100	1.25
8	ENTRANCE	100	1.25
9	REAR PORCH	100	1.25
10	FRONT PORCH	100	1.25
11	WALKWAY	100	1.25
12	LANDSCAPE	100	1.25
13	DRIVEWAY	100	1.25
14	STREET	100	1.25
15	YARD	100	1.25
16	ROOF	100	1.25
17	BASEMENT	100	1.25
18	MECHANICAL	100	1.25
19	ELECTRICAL	100	1.25
20	PLUMBING	100	1.25
21	PAINTING	100	1.25
22	FINISHING	100	1.25
23	INSULATION	100	1.25
24	GLAZING	100	1.25
25	MECHANICAL	100	1.25
26	ELECTRICAL	100	1.25
27	PLUMBING	100	1.25
28	PAINTING	100	1.25
29	FINISHING	100	1.25
30	INSULATION	100	1.25
31	GLAZING	100	1.25
32	MECHANICAL	100	1.25
33	ELECTRICAL	100	1.25
34	PLUMBING	100	1.25
35	PAINTING	100	1.25
36	FINISHING	100	1.25
37	INSULATION	100	1.25
38	GLAZING	100	1.25
39	MECHANICAL	100	1.25
40	ELECTRICAL	100	1.25
41	PLUMBING	100	1.25
42	PAINTING	100	1.25
43	FINISHING	100	1.25
44	INSULATION	100	1.25
45	GLAZING	100	1.25
46	MECHANICAL	100	1.25
47	ELECTRICAL	100	1.25
48	PLUMBING	100	1.25
49	PAINTING	100	1.25
50	FINISHING	100	1.25

PLAN
 ENTRANCE
 LABORATORY
 CORRIDOR
 OFFICE
 RESTROOM
 CLOSET
 STORAGE
 REAR PORCH
 FRONT PORCH
 WALKWAY
 LANDSCAPE
 DRIVEWAY
 STREET
 YARD
 ROOF
 BASEMENT
 MECHANICAL
 ELECTRICAL
 PLUMBING
 PAINTING
 FINISHING
 INSULATION
 GLAZING

BUILDINGS

- 1 HOTEL 200 ROOMS
restaurant, cocktail lounge, cigar lounge, entertainment, electronic communications
- 2 TRAVEL CENTER 85,000 SQ FT
convenience stores, food food, vegetables, office professional and medical, medical clinic, government post, coin op, baggage service, soda, gifts, jewelry and dry clean, express stand, battery shop, service/health facility, shower facilities, retail sales, electronic communications, satellite lounge, right-of-way, water service, miscellaneous including fire
- 3 GAS REPAIRS/TUNING SERVICE 12,000 SQ FT
- 4 RETAIL SALES, PWS SALES
- 5 TRUCK REPAIRS 25,000 SQ FT
- 6 CONVENIENCE STORE/STATION REPAIRS 30,000 SQ FT
- 7 CONVENIENCE STORE/STATION REPAIRS 30,000 SQ FT
- 8 SERVICE RETAIL SALES, DEER SALES, SERVICE FACILITY, TRUCK SERVICE CENTER, TIRE SALES, RETAIL SALES, TRUCK SALES, TRUCK SALES
- 9 TRUCK SALES/REPAIRS 11
- 10 SALES AND DISPLAY OF TRUCKS, RECREATIONAL PRODUCTS

- PARKING AREAS**
- A AUTO 900 SPACES
 - B TRUCK SHORT TERM 82 SPACES
 - C TRUCK LONG TERM 464 SPACES
 - D CONVENIENCE PARKING 79 SPACES

Car parking stall size: 9'x18'
Truck parking stall size: 12'x30'

SITE DATA

SITE AREA: 41.8
BUILDING FOOTPRINTS: 572,000 SQ FT
TOTAL IMPERVIOUS: 705
PERVIOUS AREAS: 205,000 SQ FT
MINIMUM BUILDING SEPARATION TO PROPERTY LINE: 0.0 FT
MINIMUM BUILDING SEPARATION TO PROPERTY LINE: 0.0 FT

LANDSCAPE NOTES:

- 1. No natural landscape shown in parking areas

BUILDING HEIGHTS

- HOTEL: 100'
- OFFICE: 75'
- CONVENIENCE STORES: 35'
- REPAIR FACILITY: 35'
- WAREHOUSE: 35'

LIMITATION OF USES/SPECIAL EXCEPTION (OFT SIDE STORAGE)

- 1. Truck wash racks
- 2. Scales
- 3. Temporary storage of refuse from truck wash
- 4. Temporary storage of materials in house

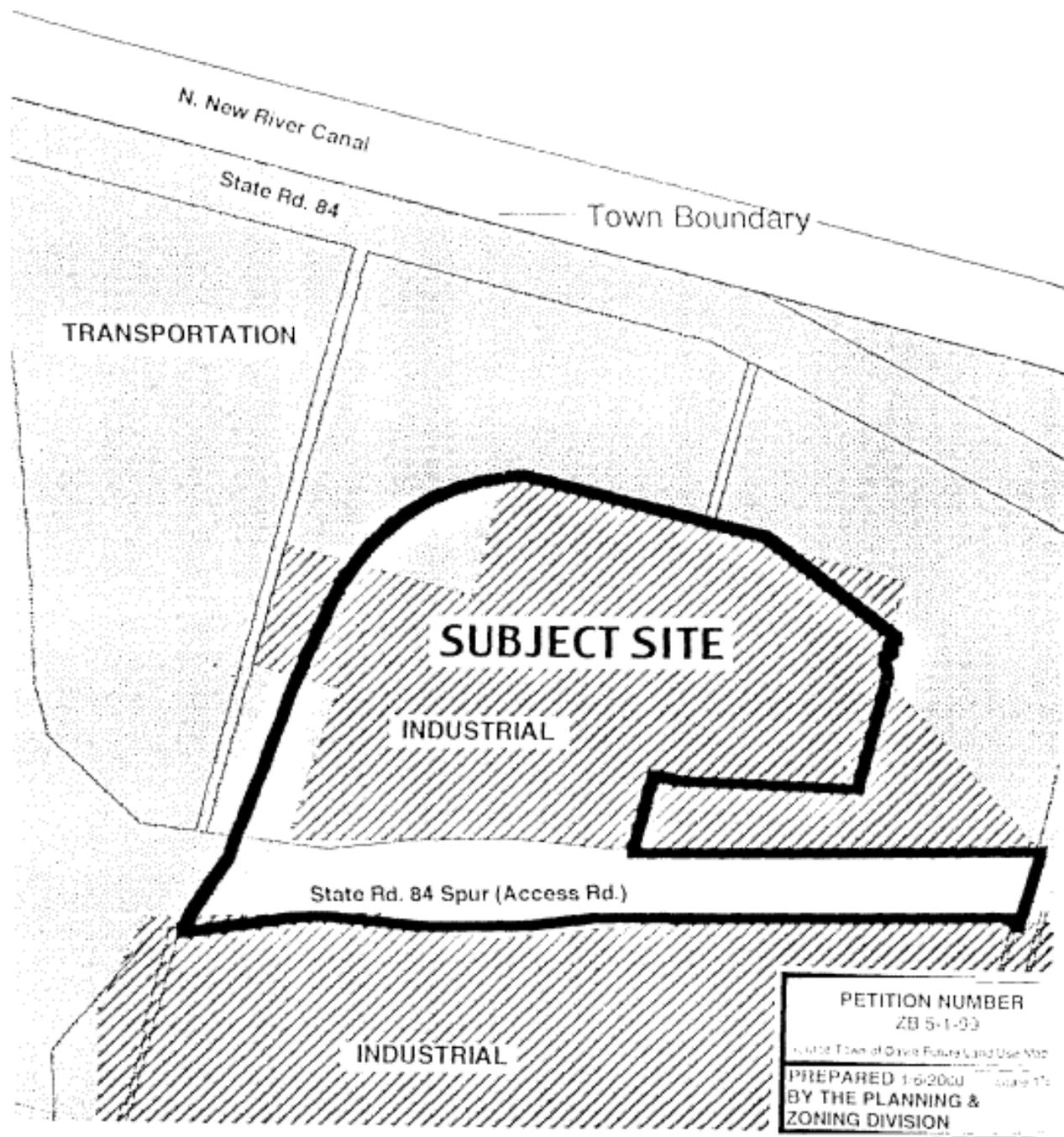
TRAVEL CENTER
TOWN OF DAVIE

CONCEPTUAL MASTER PLAN



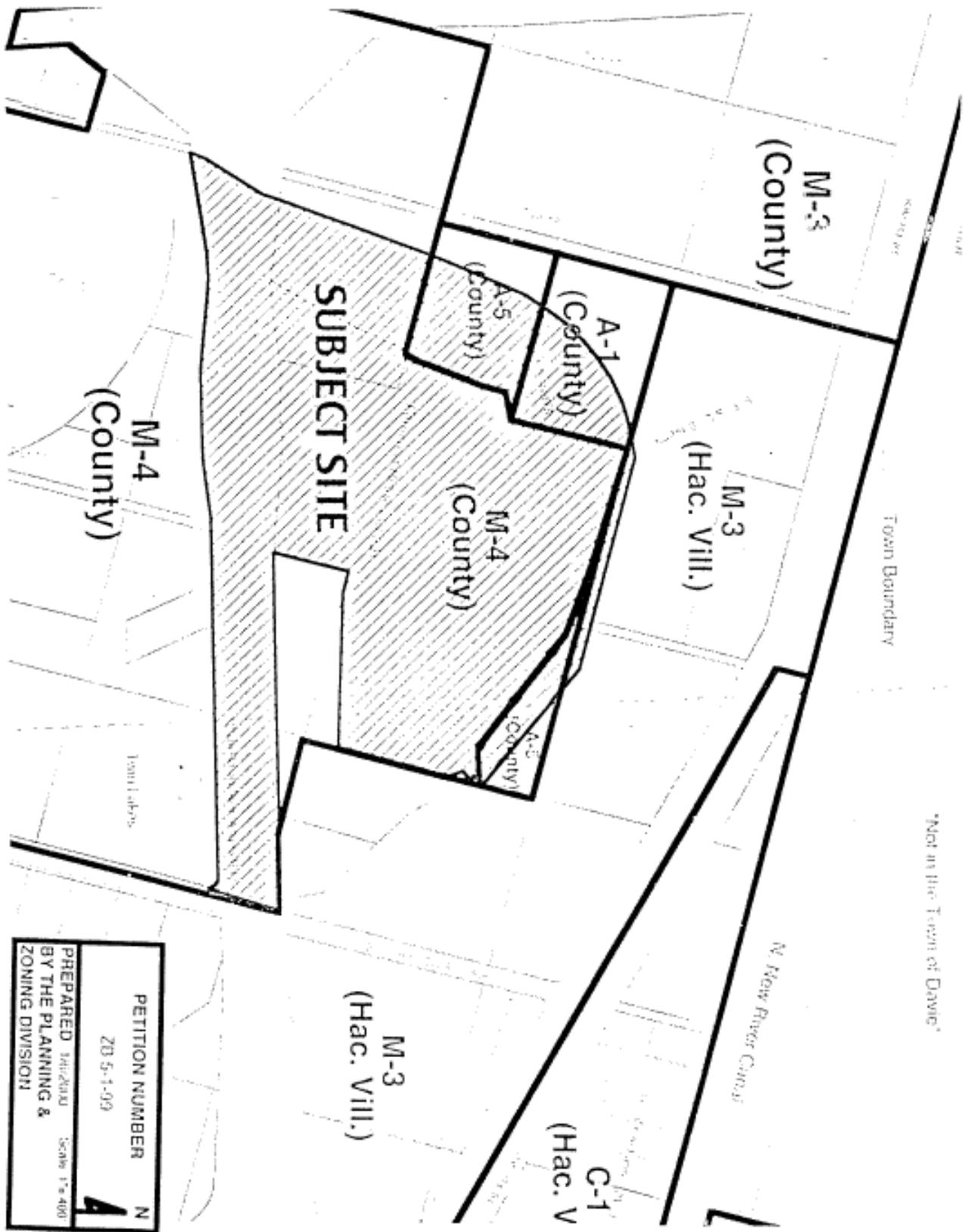
KETH and SCHWAB, P.A.
ENGINEERS PLANNERS SURVEYORS

SCALE
2

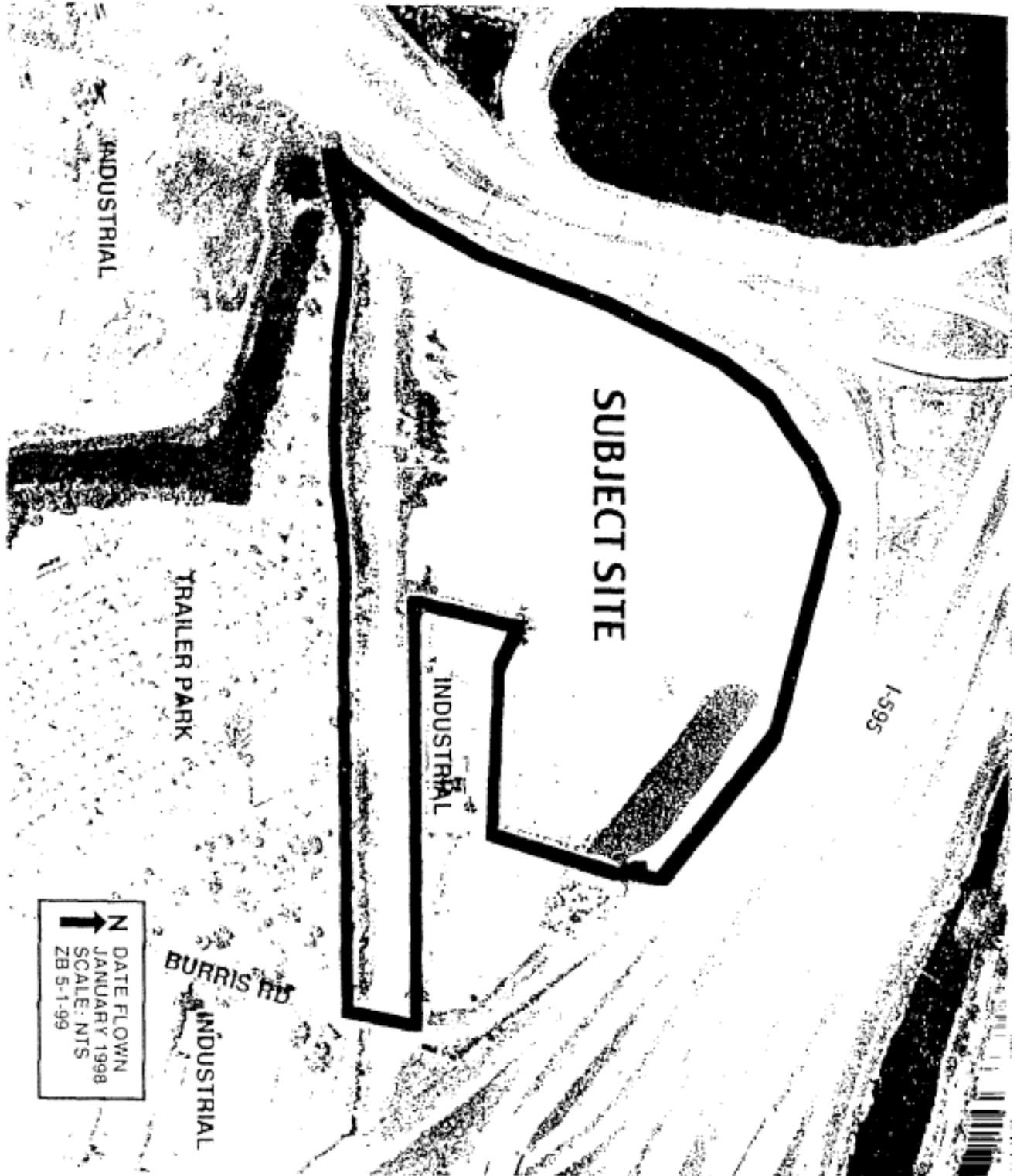


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PETITION NUMBER
ZB 5-1-03
County of Davis Future Land Use Map
PREPARED 1-6-2004
BY THE PLANNING &
ZONING DIVISION



PETITION NUMBER ZD 5-1-09	N A
PREPARED AND SUBMITTED BY THE PLANNING & ZONING DIVISION	SCALE 1" = 400'



SUBJECT SITE

INDUSTRIAL

INDUSTRIAL

TRAILER PARK

BURRIS RD

INDUSTRIAL

I-595

↑ N
DATE FLOWN
JANUARY 1998
SCALE: NTS
ZB 5-1-99