



# Town Council Agenda Report

**SUBJECT:** Resolution - Developers Agreement

Application No. and Location: DA 4-2-00 Sessoms Plat - 7485 Davie Road Extension

**CONTACT PERSON/NUMBER**

Mark A. Kutney, AICP (797-1101)

**TITLE OF AGENDA ITEM:**

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, AND FLETCHER L. SESSOMS, INDIVIDUAL; PROVIDING FOR THE ISSUANCE OF BUILDING PERMITS WHILE PLATTING IS IN PROGRESS RELATED TO THE SESSOMS PLAT; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

**REPORT IN BRIEF:**

On April 7, 1999, Town Council approved the Sessoms plat, which provided for the development of 9,191 square feet of office use with access provided from Davie Road Extension.

Broward County requires the Town to participate in this agreement, which stipulates the Town will not issue any building permits until the Developer provides documentation of payment of impact fees due for the construction of improvements. The Town also agrees to not issue any certificates of occupancy for the plat until the plat has been recorded as noted in this agreement.

**PREVIOUS ACTIONS:** None

**CONCURRENCES:** None

**FISCAL IMPACT:** Not Applicable

**RECOMMENDATION(S):** Motion to approve.

**Attachment(s):** Resolution and backup, Land Use map, Subject Site map/Zoning map and Aerial



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

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, AND FLETCHER L. SESSOMS, INDIVIDUAL; PROVIDING FOR THE ISSUANCE OF BUILDING PERMITS WHILE PLATTING IS IN PROGRESS RELATED TO THE SESSOMS PLAT; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Fletcher L. Sessoms proposes to develop properties known as the Sessoms Plat; and

WHEREAS, Broward County will allow the issuance of building permits while platting is in progress.

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, Fletcher L. Sessoms, and the Town of Davie, whereby the Town of Davie Development Services Department shall not issue any building permits until the Developer provides for documentation of payment of impact fees due for construction of improvements; and that no certificate of occupancies will be issued until the Sessoms Plat has been recorded in the Broward County public records.

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 \_\_\_\_\_, 2000.

\_\_\_\_\_

MAYOR/COUNCILMEMBER

Attest:

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

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2000.

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Return recorded copy to:

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Document prepared by:

|

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AGREEMENT

Among

BROWARD COUNTY

and

Town of Davie

and

Fletcher Sessions

Relating to

THE ISSUANCE OF BUILDING PERMITS  
WHILE PLATTING IS IN PROGRESS

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";

CAF#234  
09/11/98

AND

Town of Davie, a municipal corporation, organized and existing under the laws of the state of Florida, hereinafter referred to as "CITY";

AND

Fletcher Sessoms, its successors and assigns, hereinafter referred to as "DEVELOPER."

WITNESSETH:

WHEREAS, DEVELOPER, is the owner of a certain parcel of land, described in Exhibit "A" attached hereto and known as the Sessoms Plat Plat, Plat No. 081-MP-097 (the "Plat") (Lot \_\_\_\_\_), located on Davie Road Extension, and situated within Town of Davie, on which parcel of land DEVELOPER contemplates  
(Municipality)  
the construction of a 5,000 square foot office building; and

WHEREAS, the Plat was approved by the Board of County Commissioners on January 11, 2000 (date); and

WHEREAS, DEVELOPER is now desirous of obtaining building permits from the CITY so that DEVELOPER may construct A 5,000 square foot office building, hereinafter referred to as the "Improvements," within the boundaries of said Plat; and

WHEREAS, the CITY may not ordinarily issue building permits to DEVELOPER for construction of said Improvements within the boundaries of the Plat (Lot \_\_\_\_\_), prior to recordation of said Plat; and

WHEREAS, on \_\_\_\_\_, \_\_\_\_\_ (date), the COUNTY authorized the issuance of building permits by the CITY to DEVELOPER for construction of said Improvements within the boundaries of the Plat (Lot \_\_\_\_\_), prior to plat recordation; and

WHEREAS, DEVELOPER shall be required to pay actual or estimated impact fees to the COUNTY for the Improvements which DEVELOPER wishes to construct prior to issuance of the building permits by the CITY; and

WHEREAS, the COUNTY requested and DEVELOPER agreed that, prior to the issuance of building permits, the parties shall enter into an Agreement setting forth specific conditions applicable to the issuance of such building permits; and

WHEREAS, this Agreement will facilitate the construction of the Improvements within the boundaries of the Plat (Lot \_\_\_\_\_), by DEVELOPER during the time that preparation for the recordation of the Plat of the property is proceeding; NOW, THEREFORE,

IN CONSIDERATION of the promises and mutual covenants hereinafter contained, the parties do agree as follows:

1. The above recitals are true and correct and incorporated herein.
2. The COUNTY represents to the CITY that it does not object to the CITY'S issuance of building permits to DEVELOPER for construction of ~~A 5,000 square foot office building~~ (the "Improvements"), within the boundaries of the ~~Sessoms~~ Plat (Lot \_\_\_\_\_), prior to the recordation of said Plat, subject to the following conditions to assure compliance with the Broward County Land Use Plan:
  - (a) No building permit shall be issued by the CITY unless and until DEVELOPER shall document payment of the impact fees which are due for construction of the Improvements, pursuant to Chapter 5, Article IX, Broward County Code of Ordinances, the Land Development Code; said impact fees may be estimated in those instances when the COUNTY is not able to determine actual impact fees at the time of issuance of the building permits; and
  - (b) No certificate of occupancy, which is complementary to the building permits, shall be issued by the CITY unless and until DEVELOPER shall record in the Official Records of Broward County said Plat which has been approved by the Broward County Board of County Commissioners; and
  - (c) Should the DEVELOPER fail to record the Plat approved by the Board on July 11, 2001 (date), within eighteen (18) months of the date of approval, or otherwise allow the plat to expire, the building permits issued shall be revoked by the CITY and any improvements constructed pursuant to such permits shall be removed within three (3) months of expiration of the current plat approval unless the plat is reapproved within three (3) months and recorded before expiration of the new approval. The COUNTY shall refund all impact fees paid for building permits where the improvements are demolished.

- (d) Conditions 2(b) and (c) shall appear on the face of the building permit: issued by the CITY. However, failure of the permits to so indicate shall not alter any terms of this agreement or the right of the COUNTY and the CITY to enforce the terms of this agreement.
3. The CITY agrees that any building permits issued for the construction of said Improvements will be issued in accordance with paragraph 2, and the CITY reserves the right to evaluate DEVELOPER'S application for building permits for compliance with all existing laws, ordinances and regulations controlling the issuance of building permits for construction within the CITY. The issuance of building permits shall be at the discretion of the CITY.
  4. Nothing in this Agreement shall prejudice the COUNTY'S right to impose conditions on approval of the Plat covering the lands described herein which are required by COUNTY plat ordinances and regulations or are otherwise necessary to insure the public health, safety, and welfare of the residents of Broward County.
  5. DEVELOPER agrees not to occupy the Improvements unless and until a certificate of occupancy has been issued.
  6. In those instances when estimated impact fees are paid they shall be adjusted at the time of Plat recordation and any underpayment or overpayment shall be taken into consideration.
  7. The DEVELOPER assumes the risks associated with constructing the Improvements prior to plat recordation. The issuance of the building permits before final plat recordation shall not be considered by DEVELOPER, the COUNTY or the CITY as a grant to DEVELOPER of any vested right whatsoever for the use, occupancy, or completion of the construction of Improvements within the boundaries of the Plat (Lot \_\_\_\_\_), nor shall the COUNTY or the CITY be deemed estopped from enforcing the terms of this Agreement because of the issuance of the building permits or construction completed pursuant to such permits. Furthermore, if the presently approved plat expires without the plat being recorded, the DEVELOPER shall be required to meet all land development regulations in effect at the time the new plat is submitted and shall be subject to new concurrency determinations.
  8. This Agreement shall be recorded in the Public Records of Broward County, Florida, at the DEVELOPER'S expense. Recordation of the Seasons Plat shall be an automatic release of the obligations of DEVELOPER set forth herein.

9. 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 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 Chair or Vice Chair, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (date); the CITY, 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.

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  
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 BETWEEN BROWARD COUNTY, THE CITY/TOWN OF  
Davie, AND Fletcher Sessoms  
RELATING TO THE ISSUANCE OF BUILDING PERMITS WHILE PLATTING IS IN  
PROGRESS

CITY

CITY OF

\_\_\_\_\_  
Witness signature

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

\_\_\_\_\_  
Witness name printed

\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ (date)

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Witness name printed

ATTEST:

By \_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Clerk

\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ (date)

CORPORATE SEAL

APPROVED AS TO FORM:

By \_\_\_\_\_  
City Attorney

STATE OF FLORIDA        )  
  )  
COUNTY OF                )

SS

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ (date), by \_\_\_\_\_ who is  
[ ] personally known to me, or  
[ ] produced identification. Type of identification produced \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

\_\_\_\_\_  
Type or print name





AGREEMENT BETWEEN BROWARD COUNTY, THE CITY/TOWN OF  
Davie, AND Fletcher Sessoms  
RELATING TO THE ISSUANCE OF BUILDING PERMITS WHILE PLATTING IS IN  
PROGRESS

**ACKNOWLEDGMENT - INDIVIDUAL**

STATE OF )  
 ) SS.  
COUNTY OF )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_ (date), by \_\_\_\_\_ who  
is  
 personally known to me, or  
 produced identification. Type of identification produced \_\_\_\_\_.

NOTARY PUBLIC:

(Seal)

\_\_\_\_\_  
Print name:

My commission expires:

**ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP**

STATE OF )  
 ) SS.  
COUNTY OF )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_ (date), by \_\_\_\_\_, as \_\_\_\_\_  
of \_\_\_\_\_, a \_\_\_\_\_ corporation/partnership, on behalf  
of the corporation/partnership. He or she is:  
 personally known to me, or  
 produced identification. Type of identification produced \_\_\_\_\_.

NOTARY PUBLIC:

(Seal)

\_\_\_\_\_  
Print name:

My commission expires: