

RESOLUTION NO. 2008 - 005

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE REGIONAL ROAD CONCURRENCY AGREEMENT FOR THE OAKBROOK RANCHES PLAT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, the Oakbrook Ranches Plat is described as a Replat of all of Tracts 17 and 18 of "Florida Fruit Lands Company's Subdivision No. 1" in Section 5, Township 51 South, Range 40 East, Plat Book 2, Page 17 of the Public Records of Dade County, Florida, being in the Town of Southwest Ranches, Broward County, Florida;

Generally located on the west side of SW 166th Avenue, immediately south of Stirling Road; and

WHEREAS, on February 8th, 2007, the Town Council approved the Oakbrook Ranches Plat, which provides for the subdivision of an approximately 19.5 net acre lot in order to create sixteen (16) single-family lots, pursuant to Resolution No. 2007-045; and

WHEREAS, one of the plat conditions requires that there is sufficient capacity of the regional roadway network as determined by Broward County; and

WHEREAS, after reviewing the Plat, Broward County is requiring the Applicant to execute a Regional Road Concurrency Agreement to pay its proportionate share of the cost of improving the intersection of Sheridan Street and Southwest 160th Avenue; and

WHEREAS, since the Applicant's proportionate share, which is \$6,825.00, will be allocated to the County for this roadway improvement, the Town must be a party to the Regional Road Concurrency Agreement.

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

Section 1. That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

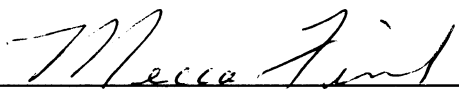
Section 2. The Town Council hereby approves the Regional Road Concurrency Agreement for the Oakbrook Ranches Plat, as attached hereto as Exhibit "A".

Section 3. The Mayor, Town Administrator and Town Attorney are each authorized to execute the Regional Road Concurrency Agreement, attached hereto as Exhibit "A".

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 4th day of October 2007, on a motion by Council Member Steve Breitkreuz and seconded by Council Member Aster Knight.

Fink	<u>Absent</u>	Ayes	<u>4</u>
Maines	<u>Y</u>	Nays	<u>0</u>
Breitkreuz	<u>Y</u>	Absent	<u>1</u>
Knight	<u>Y</u>	Abstaining	<u>0</u>
Nelson	<u>Y</u>		



Mecca Fink, Mayor

ATTEST:



Susan A. Owens, Town Clerk

Approved as to Form and Correctness:



Gary A. Poliakov, J.D., Town Attorney

FTL_DB: 1071376_1

Return recorded document to:

Development Management Division
115 S. Andrews Avenue, A240
Fort Lauderdale, FL 33301

Document prepared by:

**REGIONAL ROAD CONCURRENCY AGREEMENT -
COUNTY PROJECT**

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,"

AND

OAKBROOK RANCHES LLC, its successors and assigns, hereinafter referred to as DEVELOPER,

[AND IF THE PROPERTY IS LOCATED WITHIN A MUNICIPALITY]

The Town of SOUTHWEST RANCHES, a municipal corporation, created and existing under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "TOWN."

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 developments; and

WHEREAS, Chapter 5, Article IX, Broward County Code of Ordinances, more specifically requires that an application for a development permit satisfy concurrency requirements for impact areas; and

WHEREAS, DEVELOPER has applied for approval of or an amendment to the Oakbrook Ranches Plat (018-MP-07), hereinafter referred to as "PLAT," more particularly described in Exhibit "A" attached hereto and made a part hereof; and

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WHEREAS, on April 24, 2007, the Broward County Development Management Division issued a Notification of Failure to Satisfy Broward County Concurrency Standards for the regional transportation network, finding that the application for approval of or amendment to the PLAT does not satisfy the impact area concurrency standards for the regional road network as stated in Section 5-182 of the Broward County Land Development Code ("CODE"); and

WHEREAS, the COUNTY has undertaken a project to improve the intersection of Sheridan Street and Southwest 160 Avenue as part of the capital improvement program, hereinafter referred to as "Road Project"; and

WHEREAS, DEVELOPER has conducted a study and has determined that the Road Project will mitigate the PLAT's traffic impacts so that the PLAT will satisfy Broward County concurrency standards; and

WHEREAS, DEVELOPER has agreed to pay a share of the cost of COUNTY's road project, proportionate to the PLAT's impact; and

WHEREAS, the Broward County Development Management Division has approved this remedial measure and finds that its concurrency requirements for the PLAT will be met with the execution of, and compliance with, the terms of this Agreement by DEVELOPER; now THEREFORE,

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

1. The above recitals are true and correct and are hereby incorporated herein.
2. CONSTRUCTION OF IMPROVEMENTS.
 - (a) DEVELOPER agrees to pay to COUNTY \$6,825.00, which represents DEVELOPER's proportionate share of the cost of the Road Project. DEVELOPER agrees that the total contribution will be paid prior to plat recordation.
 - (b) Payment shall be made to COUNTY at:

Broward County Board of County Commissioners
Attn: Director, Development Management Division
115 South Andrews Avenue
Room A-230
Fort Lauderdale, Florida 33301

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(c) COUNTY agrees that no security shall be required for this agreement, as DEVELOPER shall satisfy the obligation of this agreement prior to plat recordation.

3. CONCURRENCY COMPLIANCE. COUNTY finds that by executing and complying with the terms of this Agreement, DEVELOPER has satisfied the adequacy of the Regional Roadway Network requirement of the Broward County Land Development Code for the PLAT as approved by the COUNTY.
4. If the property is within a municipality, TOWN agrees not to issue a certificate of occupancy for any development within the PLAT until TOWN receives confirmation from COUNTY that the payment required pursuant to Section 2(a) has been received by COUNTY.
5. NOTICE. Whenever any of the parties desire 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, Development Management Division of Broward County
115 South Andrews Avenue, Room A240
Fort Lauderdale, FL 33301

Director of the Broward County Engineering Division
115 South Andrews Avenue, Room 321
Fort Lauderdale, FL 33301

For the DEVELOPER:

DAKBrook Ranches
1560 Sawgrass Corporate Pkwy # 140
Sunrise, FL 33323

For the TOWN:

Town Administrator
6589 SW 160 Ave
Southwest Ranches, FL 33331

6. RECORDATION. This Agreement shall be recorded in the Public Records of Broward County Florida, at the DEVELOPER'S expense. The benefits and obligations contained in this Agreement shall inure to grantees, successors, heirs, and assigns who have an interest in the PLAT.
7. VENUE; CHOICE OF LAW. Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the State of Florida.
8. CHANGES TO FORM AGREEMENT. DEVELOPER represents and warrants that there have been no amendments or revisions whatsoever to the form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.
9. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.
10. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
11. EXHIBITS. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Agreement or attached hereto shall control all printed provisions in conflict therewith.

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12. FURTHER ASSURANCES. The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
13. ASSIGNMENT AND ASSUMPTION. DEVELOPER may assign all or any portion of its obligations pursuant to this Agreement to a grantee of the fee title to all or any portion of the property described in Exhibit "A." DEVELOPER agrees that any assignment shall contain a provision which clearly states that such assignment is subject to the obligations of this Agreement.
14. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the parties to this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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 Mayor or Vice Mayor, authorized to execute same by Board action on the ____ day of _____, 20____, TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor and Town Manager, duly authorized to execute same, and DEVELOPER, 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 _____ Mayor

____ day of _____, 20____

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

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TOWN

WITNESSES:

ATTEST:

Town Clerk

TOWN of SOUTHWEST RANCHES

By _____
Mayor-Commissioner
____ day of _____, 20__

By _____
Town Manager
____ day of _____, 20__

APPROVED AS TO FORM:

By _____
Town Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

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