

**RESOLUTION 2009 – 035**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A REGIONAL ROAD CONCURRENCY AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF SOUTHWEST RANCHES RELATING TO THE SOUTHWEST MEADOWS SANCTUARY PLAT; AUTHORIZING THE TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Town of Southwest Ranches ("Town") has undertaken platting of approximately 25 acres of the parcel of land owned by the Town located at the southwest corner of Griffin Road and Dykes Road, which site shall be known as the Southwest Meadows Sanctuary Plat and shall include a park, public safety facility and town hall site (the "Plat"); and

WHEREAS, as a condition of approval of the Plat, it is necessary for the Town and Broward County to enter into a Regional Road Concurrency Agreement for a County Project Relating to the Southwest Meadows Sanctuary Plat, a copy of which is attached hereto, made a part hereof and marked Exhibit "A", (the "Agreement"); and

WHEREAS, the County Project referenced in the Agreement is for the improvement of the intersection of Sheridan Street and Southwest 160<sup>th</sup> Avenue (the "Road Project"), deemed necessary to mitigate the Plat's traffic impacts so that the Plat will satisfy Broward County Concurrency standards; and

WHEREAS, the Agreement requires that the Town pay Broward County the sum of \$43,848.00, which represents the Town's proportionate share of the cost of the Road Project; and

WHEREAS, the amount of \$43,848.00 for the Road Project has been budgeted in the Town's Capital Improvement Fund under the public safety facility; and

WHEREAS, the Town Council deems it to be in the best interest of the citizens and residents of the Town of Southwest Ranches to approve the Agreement and to ensure its funding as indicated herein.

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

**SECTION 1.** The foregoing "Whereas" clauses are confirmed and ratified as being true and correct, and are incorporated herein by this reference.

**SECTION 2.** The Town Council of the Town of Southwest Ranches hereby approves the Agreement between Broward County and the Town of Southwest Ranches, which is attached hereto as **Exhibit "A"** and incorporated herein.

**SECTION 3.** The appropriate Town officials are hereby authorized to execute the Agreement, and the Town Administrator and Town Attorney are authorized to make any non material revisions to the Agreement as may be acceptable to the Town Administrator and approved as to form and legality by the Town Attorney, consistent with the intent of this Resolution.

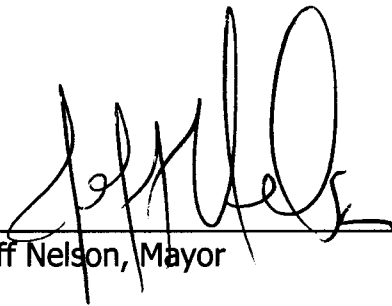
**SECTION 4.** The Town of Southwest Ranches hereby agrees to be bound by the covenants and requirements of the aforementioned Agreement and comply with all provisions therein. The Town Council further authorizes the payment of \$43,848.00 to Broward County, which said amount represents the Town's proportionate share of the cost of the Road Project.

**SECTION 5.** The Agreement shall be recorded by the Town in the public Records of Broward County, Florida.

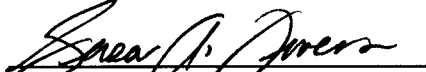
**SECTION 6.** This resolution shall take effect immediately upon its passage and adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this 15th day of January, 2009, on a motion by Council Member Doug McKay and seconded by Council Member Aster Knight.

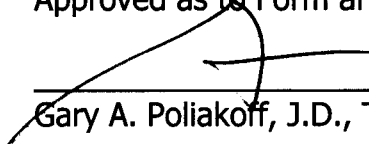
Nelson	<u>Y</u>	Ayes	<u>5</u>
Breitkreuz	<u>Y</u>	Nays	<u>0</u>
Knight	<u>Y</u>	Absent	<u>0</u>
McKay	<u>Y</u>	Abstaining	<u>0</u>
Fisikelli	<u>Y</u>		

  
\_\_\_\_\_  
Jeff Nelson, Mayor

Attest:

  
\_\_\_\_\_  
Susan A. Owens, CMC, Town Clerk

Approved as to Form and Correctness:

  
\_\_\_\_\_  
Gary A. Poliakoff, J.D., Town Attorney

FTL\_DB: 1164040\_1

Return recorded document to:

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

Document prepared by:

**NOTICE: PURCHASERS, GRANTEES, HEIRS, SUCCESSORS AND ASSIGNS OF ANY INTEREST IN THE PROPERTY SET FORTH ON EXHIBIT "A" ARE HEREBY PUT ON NOTICE OF THE OBLIGATIONS SET FORTH WITHIN THIS AGREEMENT WHICH SHALL RUN WITH THE PROPERTY UNTIL FULLY PAID AND/OR PERFORMED.**

**REGIONAL ROAD CONCURRENCY AGREEMENT -  
COUNTY PROJECT  
RELATING TO THE SOUTHWEST MEADOWS SANCTUARY PLAT**

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

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 Southwest Meadows Sanctuary Plat (028-MP-08), hereinafter referred to as "PLAT," more particularly described in Exhibit "A" attached hereto and made a part hereof; and

CAF#362  
County Project  
01/01/02

WHEREAS, on June 3, 2008, 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 and Environmental Regulation 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 **\$43,848.00**, 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 and Environmental Regulation Division  
115 South Andrews Avenue  
Room A-240  
Fort Lauderdale, Florida 33301

(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 TOWN:

Town Administrator  
6589 S.W. 160 Avenue

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.
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

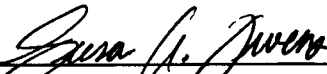
By \_\_\_\_\_

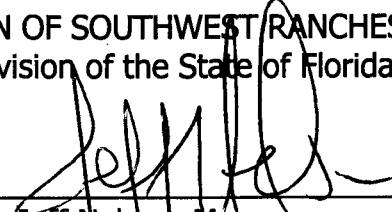
Assistant County Attorney

**DEVELOPER-TOWN**

TOWN OF SOUTHWEST RANCHES, a political  
subdivision of the State of Florida

ATTEST:

By:   
Susan A. Owens, CMC, Town Clerk

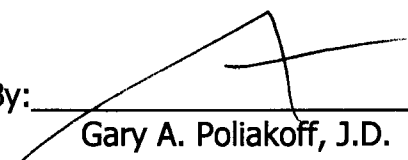
By:   
Jeff Nelson, Mayor

Dated this 15<sup>th</sup> day of January, 2009

By:   
Bert Wrains, Interim Town Administrator

Dated this 15 day of January, 2009

Approved as to Form:

By:   
Gary A. Poliakoff, J.D.  
Town Attorney

## EXHIBIT "A"

### LEGAL DESCRIPTION

THOSE PORTIONS OF TRACTS 52, 53, 54 AND 55 OF THE S.E. 1/4 OF SECTION 29, TOWNSHIP 50 SOUTH, RANGE 40 EAST, OF FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2 AT PAGE 17 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE S.E. 1/4 OF SAID SECTION 29, THENCE RUN NORTH 01°38'10" WEST (BASIS OF BEARINGS) 331.17 FEET ALONG THE EAST LINE OF SAID SOUTHEAST 1/4 OF SECTION 29, TO AN INTERSECTION WITH THE SOUTH LINE OF TRACT 55 ACCORDING TO SAID PLAT; THENCE RUN SOUTH 89°41'59" WEST 53.01 FEET ALONG SAID SOUTH LINE TO AN INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF S.W. 160TH AVENUE (DYKES ROAD) AS DESCRIBED ON THE INSTRUMENTS FILED IN OFFICIAL RECORDS BOOK 3339 AT PAGE 587 AND OFFICIAL RECORDS BOOK 26079 AT PAGE 143 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°41'59" WEST ALONG SAID SOUTH LINE OF TRACT 55 1239.34 FEET TO AN INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF S.W. 163RD AVENUE, AS DESCRIBED ON THE INSTRUMENT FILED IN OFFICIAL RECORDS BOOK 5226 AT PAGES 628 THROUGH 636 INCLUSIVE OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE RUN NORTH 01°36'38" WEST 496.26 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH 1/2 OF TRACT 54 ACCORDING TO SAID PLAT; THENCE RUN NORTH 89°40'39" EAST 631.06 FEET ALONG SAID NORTH LINE TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE WEST 1/2 OF SAID TRACT 54; THENCE RUN NORTH 01°37'24" WEST 165.50 FEET ALONG THE EAST LINE OF THE NORTH 1/2 OF THE WEST 1/2 OF SAID TRACT 54 TO AN INTERSECTION WITH THE NORTHEAST CORNER OF THE NORTH 1/2 OF THE WEST 1/2 OF SAID TRACT 54; THENCE RUN SOUTH 89°40'13" WEST 631.02 FEET ALONG THE NORTH LINE OF SAID TRACT 54 TO AN INTERSECTION WITH SAID EAST RIGHT-OF-WAY LINE OF S.W. 163RD AVENUE; THENCE RUN NORTH 01°36'38" WEST 297.51 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO AN INTERSECTION WITH THE SOUTH LINE OF THAT CERTAIN PERPETUAL ROADWAY EASEMENT AS DESCRIBED ON THE INSTRUMENT FILED IN OFFICIAL RECORDS BOOK 20827 AT PAGE 36 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE RUN NORTH 43°19'03" EAST 35.31 FEET ALONG SAID SOUTH LINE; THENCE RUN NORTH 88°14'44" EAST 1166.63 FEET ALONG SAID SOUTH LINE AND THE SOUTH LINE OF THAT CERTAIN RIGHT-OF-WAY EASEMENT AS DESCRIBED ON THE INSTRUMENT FILED IN OFFICIAL RECORDS BOOK 20827 AT PAGE 33 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA TO AN INTERSECTION WITH A LINE 100 FEET WEST OF, AS MEASURED AT RIGHT ANGLES AND PARALLEL WITH SAID EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 29; THENCE RUN SOUTH 01°38'10" EAST 20.94 FEET ALONG SAID PARALLEL LINE TO AN INTERSECTION WITH THE NORTH LINE OF TRACT 53 ACCORDING TO SAID PLAT; THENCE RUN NORTH 89°39'19" EAST 17.01 FEET ALONG SAID NORTH LINE TO AN INTERSECTION WITH SAID WEST RIGHT-OF-WAY LINE OF S.W. 160TH AVENUE (DYKES ROAD) AS DESCRIBED ON SAID INSTRUMENTS FILED IN OFFICIAL RECORDS BOOK 3339 AT PAGE 587 AND OFFICIAL RECORDS BOOK 26079 AT PAGE 143 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE RUN SOUTH 03°38'11" EAST 859.38 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT OF INTERSECTION; THENCE RUN SOUTH 01°38'10" EAST 135.30 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA AND CONTAINING 25.712 ACRES MORE OR LESS.