

RESOLUTION 2010-084

A RESOLUTION OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING A REGIONAL ROAD CONCURRENCY AGREEMENT BETWEEN BROWARD COUNTY, NEW HOPE INC. OF SOUTHWEST RANCHES, AND THE TOWN OF SOUTHWEST RANCHES, FOR PROPORTIONATE FAIR SHARE CONTRIBUTION ASSOCIATED WITH THE SONSHINE ACRES PLAT FOR CONSTRUCTION OF ROADWAY IMPROVEMENTS BY BROWARD COUNTY; PROVIDING FOR WITHHOLDING OF A TOWN CERTIFICATE OF OCCUPANCY FOR ANY DEVELOPMENT WITHIN THE PLAT UNTIL BROWARD COUNTY CONFIRMS PAYMENT OF THE PROPORTIONATE FAIR SHARE CONTRIBUTION HAS BEEN MADE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE THE AGREEMENT ON BEHALF OF THE TOWN; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 15, 2010, the Town Council approved Delegation Request Application No. DE-12-09 submitted by New Hope, Inc. of Southwest Ranches to amend the plat note of the Sonshine Acres Plat and;

WHEREAS, Broward County has determined that the delegation request will satisfy the regional roadway concurrency requirement upon New Hope Inc. of Southwest Ranches making a proportionate fair share contribution for the County construction of a roadway improvement; and

WHEREAS, the County requires that the developer record a standard form agreement ("Agreement") with the Town as a party to ensure payment of the proportionate fair share contribution necessary to satisfy the regional road concurrency requirement; and

WHEREAS, the Town agrees to be party to said Agreement to the extent that the Town will not issue a Certificate of Occupancy for any development upon the property until the County has notified the Town that it has received payment of the required contribution.

NOW, THEREFORE, BE IT ORDAINED 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 Ordinance.

Section 2: The Town Council of the Town of Southwest Ranches hereby approves the Agreement between Broward County, New Hope Inc. of Southwest Ranches, and the Town of Southwest Ranches, which is attached hereto and incorporated herein by reference as Exhibit "A," and to withhold a certificate of occupancy for any development within the plat until Broward County confirms that payment of the proportionate fair share contribution has been made.

Section 3: The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into the Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

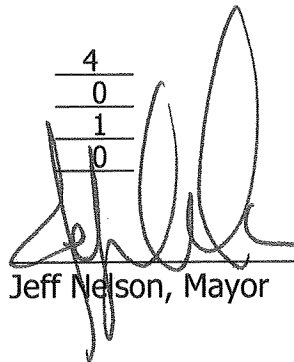
Section 4: The Town of Southwest Ranches hereby agrees to be bound by the requirements of the aforementioned Agreement and to comply with all applicable provisions therein.

Section 5: Effective Date. 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 4th day of August 2010, on a motion by Council Member Breitreuz and seconded by Vice Mayor Knight.


Nelson	<u>AYE</u>
Knight	<u>AYE</u>
Breitreuz	<u>AYE</u>
Fisikelli	<u>AYE</u>
McKay	<u>ABSENT</u>

Ayes	<u>4</u>
Nays	<u>0</u>
Absent	<u>1</u>
Abstaining	<u>0</u>



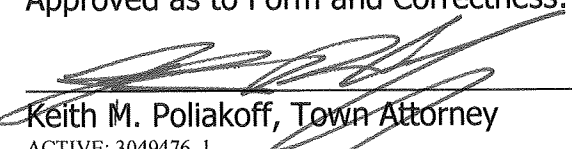
Jeff Nelson, Mayor

ATTEST:



Debra Doré-Thomas, CMC, Town Clerk

Approved as to Form and Correctness:



Keith M. Poliakoff, Town Attorney
ACTIVE: 3049476_1

Return recorded document to:

Development and Environmental Regulation Division
1 North University Drive, Suite 102A
Plantation, FL 33324

Document prepared by:

PASTOR MATH LARGED
New Hope Church
6201 SW 160 AVENUE
South West RANCHES, FL 33331

NOTICE: PURCHASERS, GRANTEEES, 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**

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

New Hope Inc. in Southwest Ranches, 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

CAF#362
County Project
01/01/02

1

Approved BCC

8/10/10 #89

Submitted By

Deen. In...

RETURN TO DOCUMENT CONTROL

14

WHEREAS, DEVELOPER has applied for approval of or an amendment to the Sonshine Acres Plat (055-UP-82), hereinafter referred to as "PLAT," more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, on July 9, 2010, the Broward County Development and Environmental Regulation 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 \$49,938.00, which represents DEVELOPER's proportionate share of the cost of the Road Project. DEVELOPER agrees that the total contribution will be paid during the review of construction plans submitted for County Environmental Review Approval by the Development and Environmental Regulation Division for a new building permit within the PLAT.

(b) Payment shall be made to COUNTY at:

Broward County Board of County Commissioners
Attn: Director, Development and Environmental Regulation Division
1 North University Drive, Suite 102A
Plantation, Florida 33324

2. SECURITY.

(a) DEVELOPER shall provide to COUNTY, contemporaneously with this Agreement, a Letter of Credit, attached hereto as Exhibit "B" in the amount of \$49,938.00 in a form acceptable to the COUNTY, which represents the DEVELOPER's proportionate share of the cost of the Road Project.

(b) COUNTY agrees to release said security upon receipt of the proportionate share payment, and upon the payment of any required security release fees.

3. CONCURRENCY COMPLIANCE. COUNTY finds that by executing and complying with the terms of this Agreement, DEVELOPER has satisfied the adequacy of the Regional Transportation 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, Broward County Development and Environmental Regulation Division
1 North University Drive, Suite 102A
Plantation, FL 33324

and

Director, Broward County Highway Construction and Engineering Division
1 North University Drive, Suite 300B
Plantation, FL 33324

For the DEVELOPER:

New Hope Inc in Southwest Ranches

6201 SW 160 Avenue

Southwest Ranches, FL 33331

For the TOWN:

Town Administrator Town of Southwest Ranches

6589 SW 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 sitis, 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.

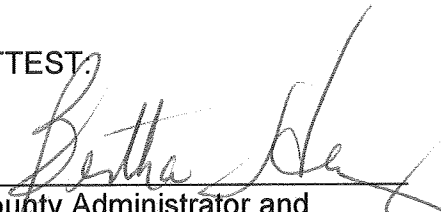
9. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.
10. NO WAIVER. No waiver of any provision 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 10th day of AUGUST, 2010, 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 PLOSOSNEC duly authorized to execute same.

COUNTY

ATTEST:


County Administrator and
Ex-Officio Clerk of the
Board of County Commissioners
of Broward County, Florida

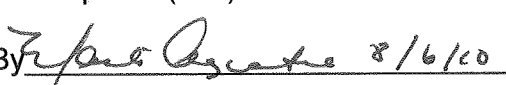
BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By 
Mayor

10 day of August, 2010



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  8/6/10

Assistant County Attorney

DEVELOPER-CORPORATION/PARTNERSHIP

Witnesses (if partnership):

New Hope Inc in Southwest Ranches
Name of Developer (corporation/partnership)

(Signature)

Print name: _____

By *Matthew C. Larson*
(Signature)

Print name: Matthew C. Larson

Title: President

Address: 6201 SW 160 Avenue

Southwest Ranches, FL 33331

(Signature)

Print name: _____

28th day of July, 20 10

ATTEST (if corporation):

Johnny Lance Howell
(Secretary Signature)

(CORPORATE SEAL)

Print Name of Secretary: Johnny Lance Howell

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 28 day of July, 20 10, by Matthew Craig Larson as President of New Hope Inc in Southwest Ranches a _____ corporation/partnership, on behalf of the corporation/ partnership. He or she is:

[] personally known to me, or

[X] produced identification. Type of identification produced FL DL L 625-543-66-108-D

(Seal)

My commission expires: 5/30/10

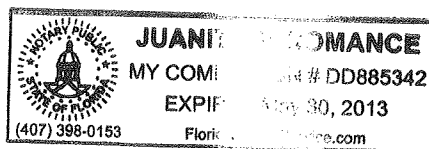
NOTARY PUBLIC:

Juanita M. Romance

Print name:

Juanita M. Romance

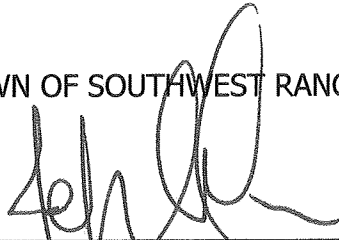
CAF#362
County Project
01/01/02



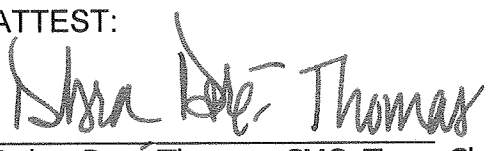
TOWN


WITNESSES:

TOWN OF SOUTHWEST RANCHES

By 
Jeff Nelson, Mayor
4th day of August, 2010

ATTEST:


Debra Dore-Thomas, CMC, Town Clerk

By 
Charles H. Lynn, AICP, Town Administrator
4th day of August, 2010

APPROVED AS TO FORM:

By 
Keith Poliakoff, Town Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

CAF#362
County Project
01/01/02

LEGAL DESCRIPTION

Parcel "A", of SONSHINE ACRES PLAT, according to the Plat thereof, as recorded in Plat Book 125, Page 47, of the Public Records of Broward County, Florida

EXHIBIT "B"

SECURITY



Community Bank
OF BROWARD

IRREVOCABLE LETTER OF CREDIT NUMBER 51-120

Date of Issue: July 27, 2010

Beneficiary:

County Administrator
Broward County Board of
Board of County Commissioners
Governmental Center
115 S. Andrews Ave., Room 409
Ft. Lauderdale, FL 33301

Applicant (Developer):

New Hope, Inc. In Southwest Ranches
3001 W. Hallandale Beach Blvd., #300
Pembroke Pines, FL 33009

Amount: \$49,938.00 U.S. DOLLARS

Expiration Date: July 27, 2011

Broward County Project Name & Number:
Sonshine Acres Plat (055-UP-82)

We hereby authorize you to draw on **Community Bank of Broward, 1220 S. State Road 7, Hollywood, FL 33023** by order of **New Hope, Inc. In Southwest Ranches** (the "Applicant") and for the account of **New Hope, Inc. In Southwest Ranches** up to an aggregate amount, in United States funds, of Forty-Nine Thousand Nine Hundred Thirty-Eight and No/100 (\$49,938.00 U.S.D.) available by your drafts at sight, accompanied by:

A signed statement from the County Administrator of Broward County, or an authorized representative, that the drawing is due to a default in performance of certain obligations or failure to pay sums, on the part of **New Hope, Inc. In Southwest Ranches**, hereinafter referred to as DEVELOPER, agreed upon by and between Broward County and DEVELOPER in the **Regional Road Concurrence Agreement**, hereinafter referred to as "Agreement," for the **Sonshine Acres Plat, Plat No./Clerk's File No. 055-UP-82** hereinafter referred to as "Plat," approved by the Broward County Board of County Commissioners on August 10, 2010.

Drafts must be drawn and negotiated not later than **July 27, 2011**. Drafts must bear clause: "DRAWN UNDER COMMUNITY BANK OF BROWARD LETTER OF CREDIT NO. 51-120 DATED JULY 27, 2010"

This Letter of Credit shall be renewed for a one (1) year each unless we provide the Broward County Administrator and the Director of the Broward County Development Management Division, 115 South Andrews Avenue, Room A240, Fort Lauderdale, FL 33301, with written notice of our intent to terminate the credit herein extended, which notice must be provided at least thirty (30) days prior to the expiration date of the original term hereof or any renewed one (1) year term. Notice to Broward County that this Letter of Credit will expire prior to performance of the DEVELOPER's obligations shall be deemed a default by the DEVELOPER.

This Letter of Credit sets forth in full our undertaking and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument, or agreement referred to herein and this undertaking shall not in any way be modified or amended except by instrument executed by us and you referencing this Letter of Credit.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts drawn under and in compliance with the terms of this credit, that such drafts will be duly honored upon presentation to the drawee.

CONTINUED ON NEXT PAGE WHICH FORMS AN INTEGRAL PART THEREOF.

2400 N. Commerce Parkway, Suite 200 Weston, Florida 33326 (954) 659-0000
Executive Fax (954) 659-3111 Lending Fax (954) 659-0622

www.CommunityBankofBroward.com



Community Bank
OF BROWARD

July 27, 2010
L/C #51-120
Page 2

THIS IS THE CONTINUATION OF IRREVOCABLE LETTER OF CREDIT NO. 51-120 AND FORMS INTEGRAL PART THEREOF.

Satisfaction of the payment of all monies by the Developer as provided for in the "Agreement" for the Plat shall be a release of all obligations under this Letter of Credit.

This Credit is subject to the "Uniform Customs and Practice for Documentary Credits," International Chamber of Commerce Publication No. 600 shall be construed and governed in accordance with Florida law. If a conflict between the law of another state or country and Florida law should arise, Florida law shall prevail.

Very truly yours,

COMMUNITY BANK OF BROWARD

BY: 

Mark Huard, Vice President

This document reviewed and approved as
to form by Office of County Attorney,
Broward County, Florida

By  8/6/10
Assistant County Attorney

2400 N. Commerce Parkway, Suite 200 Weston, Florida 33326 (954) 659-0000
Executive Fax (954) 659-3111 Lending Fax (954) 659-0622