

AGM-03-01-07-3E2



C008853

CITY OF CORAL SPRINGS

**PRELIMINARY DEVELOPMENT AGREEMENT FOR
PORTIONS OF DOWNTOWN CORAL SPRINGS DEVELOPMENT OF
REGIONAL IMPACT**

This Agreement (Agreement) is entered into between Coral Springs Community Redevelopment Agency (Developer), the City of Coral Springs (Owner), and the State of Florida, Department of Community Affairs (Department), subject to all other governmental approvals and solely at the risk of the Developer and Owner.

WHEREAS, the Department is the state land planning agency having the power and duty to exercise general supervision of the administration and enforcement of Chapter 380, Florida Statutes, which includes provisions relating to developments of regional impact (DRI); and

WHEREAS, the Department is authorized to enter into preliminary development agreements pursuant to Subsections 380.032 (3) and 380.06 (8), Florida Statutes, and Rule 9J-2.0185, Florida Administrative Code; and

WHEREAS, the property (Property) governed by this Agreement is a portion of the Downtown Coral Springs Development of Regional Impact (Coral Springs DDRI), a downtown development of regional impact pursuant to Subsection 380.06 (22), Florida Statutes; and

WHEREAS, the proposed Coral Springs DDRI consists of approximately 138+/- acres and contemplates a mixture of uses, including a net new development of 1,379,000 square feet of office; 726,500 square feet of retail; 1,670 dwelling units; 500 hotel rooms; 65,000 square feet of movie theatre and 95,000 square feet of government office uses; and

WHEREAS, pre-application conferences for Coral Springs DDRI were held by the South Florida Regional Planning Council (SFRPC) on June 26, 2002 and September 5, 2002; and

WHEREAS, the application for development approval (ADA) for Coral Springs DDRI has not yet been filed; and

WHEREAS, the Developer and Owner represent and state that:

- A. The Developer is the Coral Springs Community Redevelopment Agency.
- B. The Owner is the City of Coral Springs, a municipal corporation, which owns in fee simple absolute approximately 2+/- acres located in Broward County, Florida, more particularly described in Exhibit "A" to this Agreement. No other person or legal entity has any interest in the Property.

- C. The Developer and Owner propose development on the Property to consist of a mixed-use development of 72,000 square feet of office uses and 24,000 square feet of retail uses, and to be known as One Charter Place.
- D. The Property is a portion of a Project that is the Coral Springs DDRI. The Developer and Owner propose to develop the Property prior to issuance of a final development order for the Coral Springs DDRI.
- E. The Developer has no property interest in land and development located within five miles of the Project perimeter.
- F. The Owner has an interest in land and development located within five miles of the Project, as described in Exhibits D and D-1 attached to this Agreement.
- G. The preliminary development authorized by this Agreement is limited to lands which are suitable for development; and
- H. The existing public infrastructure will accommodate the uses planned for the preliminary development authorized by this Agreement, when such development will utilize public infrastructure.
- I. The preliminary development authorized by this Agreement will not result in material adverse impacts to existing or planned facilities.
- J. The preliminary development is consistent with the Broward County and City of Coral Springs Land Use Plans; and

WHEREAS, the Department deems the filing of the Coral Springs DDRI to be a public benefit and seeks to encourage the owners and developers of large tracts of land to participate in the downtown DRI process; and

WHEREAS, the Department deems the execution of the Preliminary Development Agreement for a portion of the Coral Spring DDRI to be in the best interest of the State by encouraging the overall long range planning of downtown redevelopment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby understood and agreed:

- 1. The Developer and Owner assert and warrant that all representations and statements above concerning the Project made to the Department and contained in this Agreement are true, accurate and correct. Based upon such representations and statements, the Department concludes that this Agreement is in the best interests of the State, is necessary and beneficial to the Department in its role as the state agency with the responsibility for the administration and enforcement of Chapter 380, Florida Statutes, and

reasonably applies and effectuates the provisions and purposes of Chapter 380, Florida Statutes.

2. The Project is a downtown development of regional impact as defined by Section 380.06, Florida Statutes. It is acknowledged that pre-application conferences for this DRI have been held pursuant to Subsection 380.06(7), Florida Statutes. Within three months from the date of execution of this Agreement, or as extended by mutual agreement, Developers will file an ADA for the Coral Springs DDRI which includes the lands described in Exhibit B. The ADA shall assess all the impacts associated with the entire development of the Project, including the preliminary development authorized by this Agreement.
3. Time is of the essence. Failure by the Developer to diligently proceed in good faith to obtain a final development order shall constitute a breach of this Agreement. In the event of such a breach, the Developer and Owner shall immediately cease all development of the preliminary development authorized by this Agreement.
4. The Developer and Owner may undertake the following preliminary development after the date of execution of this Agreement and prior to issuance of a final development order:
 - A. The approval and recordation in the Public Records of Broward County of plats of the parcels described in Exhibit A which permit the development of the Property as described herein.
 - B. Site plan approval and the issuance of building permits and certificates of occupancy for the construction and use of up to 72,000 square feet of office use and 24,000 square feet of retail use, all within the parcel legally described on Exhibit A and depicted on the map that is Exhibit A-1.
5. The preliminary development authorized by this Agreement shall be subject to the terms and conditions of the final development order for the Coral Springs DDRI.
6. The preliminary development authorized by this Agreement is within a downtown development of regional impact pursuant to Subsection 380.06(22), Florida Statutes and is less than 120% of any applicable numerical guideline and standard as set forth in Section 380.0651, Florida Statutes.
7. Neither the Developer nor Owner shall claim vested rights, or assert equitable estoppel, arising from this Agreement or any expenditures or

actions taken in reliance on this Agreement to continue with the total proposed development beyond the preliminary development. This Agreement shall not entitle the Developer to a final development order approving the total proposed development or to particular conditions in a final development order.

8. In the event of a breach of this Agreement or failure to comply with any condition of this Agreement, or if this Agreement is based on materially inaccurate information, the Department may terminate this Agreement or file suit to enforce this Agreement as provided in Section 380.06 and 380.11, Florida Statutes, including a suit to enjoin all development.
9. Nothing in this Agreement shall constitute a waiver by any party of the right to appeal any development order pursuant to Section 380.07, Florida Statutes.
10. The restrictions of the final development order issued pursuant to Chapter 380, Florida Statutes, shall supersede the restrictions and conditions upon development of this Agreement.
11. This Agreement affects the rights and obligations of the parties under Chapter 380, Florida Statutes. It is not intended to determine or influence the authority or decisions of any other state or local government or agency in the issuance of any other permits or approvals which might be required by state law or local ordinance for any development authorized by this Agreement. This Agreement shall not prohibit the SFRPC from reviewing or commenting on any regional issues that the regional planning agency determines should be included in the regional planning agency's report on the ADA.
12. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto. The Owner shall ensure and provide that any successor in interest in and to any lands or parcels affected by this Agreement is bound by the terms of this Agreement. The Owner shall record a Notice of this Agreement that complies with the Subparagraph 380.06 (8) (a)10, Florida Statutes, in the Official Records of Broward County, Florida, and shall provide the Department with a copy of the recorded Notice, including Book and Page Number, within three (3) weeks of the date of execution of this Agreement.
13. The date of execution of this Agreement shall be the date that the last party signs and acknowledges this Agreement.

IN WITNESS THEREOF, the parties have made and executed this Agreement as follows:

DEPARTMENT OF COMMUNITY AFFAIRS

By: *H.E. Timmerman*

Print Name: H.E. Timmerman

Title: Director
Division of Community Planning

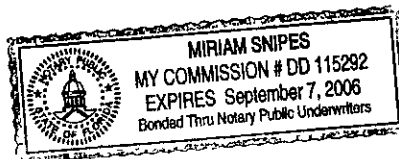
Approved as to form
and legal sufficiency:

Mr. Boden
General Counsel, Department of
Community Affairs

STATE OF FLORIDA)
)ss:
COUNTY OF LEON)

The foregoing instrument was acknowledged before me by *Sonny*^{H.E.}*Timmerman*
Director, DCP, of the Department of Community Affairs, this 14th-day
of April, 2003, on behalf of the Department.

Miriam Snipes
Notary Public – State of Florida



CORAL SPRINGS COMMUNITY REDEVELOPMENT AGENCY

Approved

[Signature]
City Clerk

[Signature]
Chairman

Approved As To Form

[Signature] 3/10/03
Attorney For The Community
Redevelopment Agency

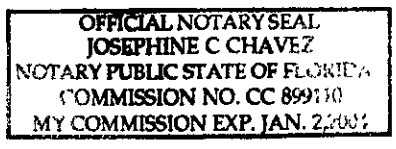
STATE OF FLORIDA)
)ss
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 11th day of March, 2003 by Peter Richardson who is personally known to me and who did not take an oath. and John W. Ruffin

[Signature]
NOTARY PUBLIC, State of Florida

My Commission Expires:

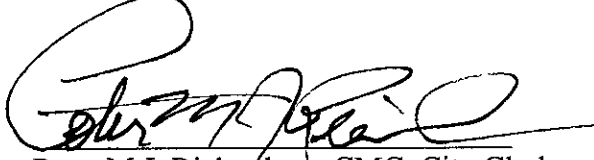
Josephine C. Chavez
Printed Signature



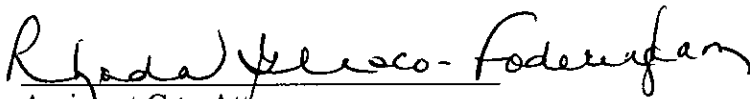
CITY OF CORAL SPRINGS


JOHN SOMMERER, Mayor

ATTEST:


Peter M.J. Richardson, CMC, City Clerk


Approved as to form:

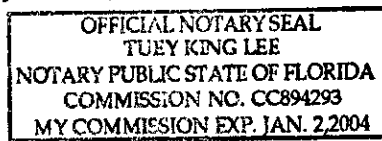

Assistant City Attorney

State of Florida
County of Broward

The foregoing instrument was acknowledged before me, the undersigned Notary Public in and for the State of Florida, on this, the 12 day of MARCH, 2003, by Peter M. J. Richardson, CMC, and John Sommerer, City Clerk and Mayor, respectively.

Notary Public
Seal of Office


Notary Public, State of Florida



Printed, typed or stamped name of Notary Public exactly as commissioned

Individuals who signed are personally known; no identification produced

LISTS OF EXHIBITS

Exhibit A	Legal description of Parcel for preliminary development
Exhibit A-1	Map of Parcel for preliminary development
Exhibit B	Legal description of Coral Springs DDRI
Exhibit C	PDA Development Plan
Exhibit D	Owner's Interests in Land and Development Within 5 miles of the Project
Exhibit D-1	Diagram of Exhibit D locations
1.07.03	

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3 **RESOLUTION NO. 2003-01-06**
4

5 **A RESOLUTION OF THE CITY OF CORAL SPRINGS**
6 **COMMUNITY REDEVELOPMENT AGENCY APPROVING**
7 **THE PRELIMINARY DEVELOPMENT AGREEMENT FOR**
8 **A PORTION OF THE DOWNTOWN CORAL SPRINGS**
9 **DEVELOPMENT OF REGIONAL IMPACT.**
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11
12 WHEREAS, the City of Coral Springs Community Redevelopment Agency (“CRA”) is
13 charged with the responsibility of promoting redevelopment within the Redevelopment Area
14 pursuant to powers delegated to the Agency through the adoption of Chapter 23 of the City of
15 Coral Springs Code of Ordinances;

16 WHEREAS, the CRA is preparing an application for the approval of a Downtown
17 Development of Regional Impact (“DDRI”) for the future redevelopment of the Downtown
18 Coral Spring Redevelopment Area (“Redevelopment Area”), pursuant to Chapter 380, Florida
19 Statutes;

20 WHEREAS, the Florida Statutes authorize the development of portions of a proposed
21 Development of Regional Impact, prior to the adoption of a DDRI, through a Preliminary
22 Development Agreement under Sections 380.032(3) and 380.06 (8), Florida Statutes,

23 WHEREAS, the CRA desires to develop a portion of the proposed DDRI, to consist of a
24 mixed use development of 72,000 square feet of office uses and 24,000 square feet of retail uses,
25 to be known as One Charter Place;

26 WHEREAS, it is in the public interest and the interest of the Redevelopment Area to
27 encourage the development of One Charter Place through the adoption of the Preliminary
28 Development Agreement;

1 NOW THEREFORE BE IT ORDAINED BY THE COMMUNITY REDEVELOPMENT
2 AGENCY BOARD OF THE CITY OF CORAL SPRINGS:

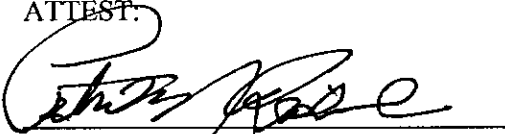
3
4 **Section 1.** The City of Coral Springs Community Redevelopment Agency hereby
5 approves the Preliminary Development Agreement for a Portion of Downtown Coral Springs
6 Development of Regional Impact, which agreement is attached hereto as Exhibit A.

7 **Section 2.** The Chairman of the Community Redevelopment Agency is authorized to
8 execute the agreement on behalf of the Board.

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11 PASSED AND APPROVED this 10th day of March, 2003.

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17 BY: 
18 JOHN RUFFIN, CHAIRMAN

19 ATTEST:

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23 PETER M. J. RICHARDSON, CMC
24 CITY CLERK

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27
28 APPROVED AS TO FORM

29
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31 
32 ATTORNEY FOR THE COMMUNITY
33 REDEVELOPMENT AGENCY

1 RESOLUTION 2003-002

2
3 A RESOLUTION OF THE CITY OF CORAL SPRINGS, FLORIDA,
4 APPROVING THE PRELIMINARY DEVELOPMENT AGREEMENT
5 FOR A PORTION OF THE DOWNTOWN CORAL SPRINGS
6 DEVELOPMENT OF REGIONAL IMPACT
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9 WHEREAS, in 1997 the City of Coral Springs committed to the redevelopment of an
10 area of approximately 136 acres in the vicinity of the intersection of Sample Road and University Drive
11 into a revitalized downtown ("Downtown Coral Springs");

12 WHEREAS, among its efforts to assist the revitalization of the downtown, the City of
13 Coral Springs has created the Coral Springs Community Redevelopment Agency ("CRA") to promote
14 redevelopment of the downtown and has authorized the preparation of a Downtown Development of
15 Regional Impact for the planning and development of Downtown Coral Springs;

16 WHEREAS, the CRA is preparing an application for the approval of a Downtown
17 Development of Regional Impact ("DDRI") for the future redevelopment of Downtown Coral Springs,
18 pursuant to Chapter 380, Florida Statutes;

19 WHEREAS, the Florida Statutes authorize the development of portions of a proposed
20 Development of Regional Impact, prior to the adoption of a DDRI, through a Preliminary Development
21 Agreement under Sections 380.032(3) and 380 06 (8), Florida Statutes,

22 WHEREAS, the CRA desires to develop a portion of the proposed DDRI, on property
23 currently owned by the City of Coral Springs, in a project to consist of a mixed use development of
24 72,000 square feet of office uses and 24,000 square feet of retail uses, to be known as One Charter Place;

25 WHEREAS, the City of Coral Springs supports the use of the property in the mixed use
26 development proposed in the Preliminary Development Agreement and finds that it is in the public
27 interest to encourage the development of One Charter Place through the adoption of the Preliminary
28 Development Agreement,
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30

1 NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
2 CORAL SPRINGS, BROWARD COUNTY, FLORIDA, as follows:

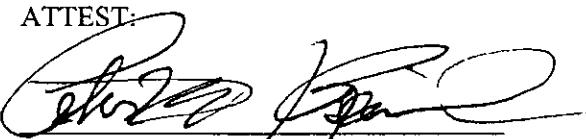
3 SECTION 1. **Findings.** The City Commission adopts the foregoing findings as if fully
4 incorporated herein.

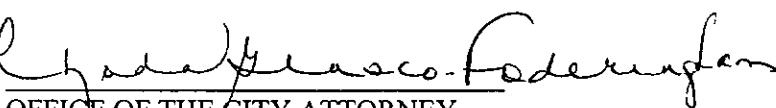
5 SECTION 2. **Approval of Preliminary Development Agreement.** The City of Coral
6 Springs hereby approves the Preliminary Development Agreement for a Portion of Downtown Coral
7 Springs Development of Regional Impact, which agreement is attached hereto as Exhibit A.

8 SECTION 3. **Execution.** The Mayor is authorized to execute the agreement on behalf of the
9 City Commission

10 PASSED AND APPROVED this 7th day of January, 2003.

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15 BY: 
16 JOHN SOMMERER, MAYOR

17 ATTEST:
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22 PETER M. J. RICHARDSON, CMC
23 CITY CLERK

24 APPROVED AS TO FORM
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27 
28 OFFICE OF THE CITY ATTORNEY

29 Unanimous

Motion/2 nd		Yes	No
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—	—	—	—
—	—	—	—



OFFICE OF THE CITY ATTORNEY
CITY OF **CORAL SPRINGS** FLORIDA

9551 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA 33065
TELEPHONE (954) 344-1011
FAX (954) 344-5930

March 13, 2003

H.E. "Sonny" Timmerman
Director, Division of Community Planning
State of Florida, Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Re: Preliminary Development Agreement for Downtown Coral Springs

Dear Mr. Timmerman

Enclosed are four (4) partially executed originals of the above referenced Agreement submitted for execution by your Department. Also enclosed for your records are a certified copy of Resolution 2003-002 approving the Preliminary Development Agreement (Coral Springs City Commission); and, a certified copy of Resolution 2003-01-06 approving the Preliminary Development Agreement (Community Redevelopment Agency).

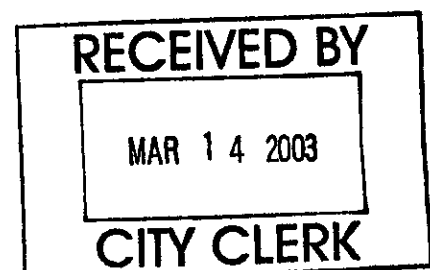
Upon execution, please return two (2) fully executed originals of the Agreement to this Office and retain two (2) originals for your Department. Thank you for your assistance in this matter, and as always, please contact me should you have any questions related to this matter.

Sincerely

Rhoda Glasco-Foderingham
Assistant City Attorney

Enclosures (6)

cc. Erdal Donmez, Assistant City Manager
Susan Hess, Director of Community Development
Peter M.J. Richardson, CMC, City Clerk
Samuel S. Goren, City Attorney



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MAR 1 1968
YI GEVEOL

CITY OF CORAL SPRINGS

Office of the City Clerk

(954) 344-1074

TO: Susan Hess, Director of Community Development

FROM: Gloria Kostrzecha, Sr. Office Assistant
City Clerk's Office *Gloria Kostrzecha*

DATE: April 18, 2003

SUBJECT: **Preliminary Development Agreement for Portions of
Downtown Coral Springs Development of Regional
Impact**

Attached for your file is a fully executed original agreement as referenced, which was approved by the City Commission on January 7, 2003, Item 3e2.

Please feel free to contact me if I can assist you further.

Enclosure

Copy: Rhoda Glasco-Foderingham, Assistant City Attorney
Peter Richardson, City Clerk

*CC# 8853
2003-01-07-3E2*

MEMORANDUM
OFFICE OF THE CITY ATTORNEY

TO: Peter Richardson, CMC, City Clerk

FROM: Rhoda Glasco-Foderingham, Assistant City Attorney *RGF*

RE: ***Preliminary Development Agreement for Downtown Coral Springs***

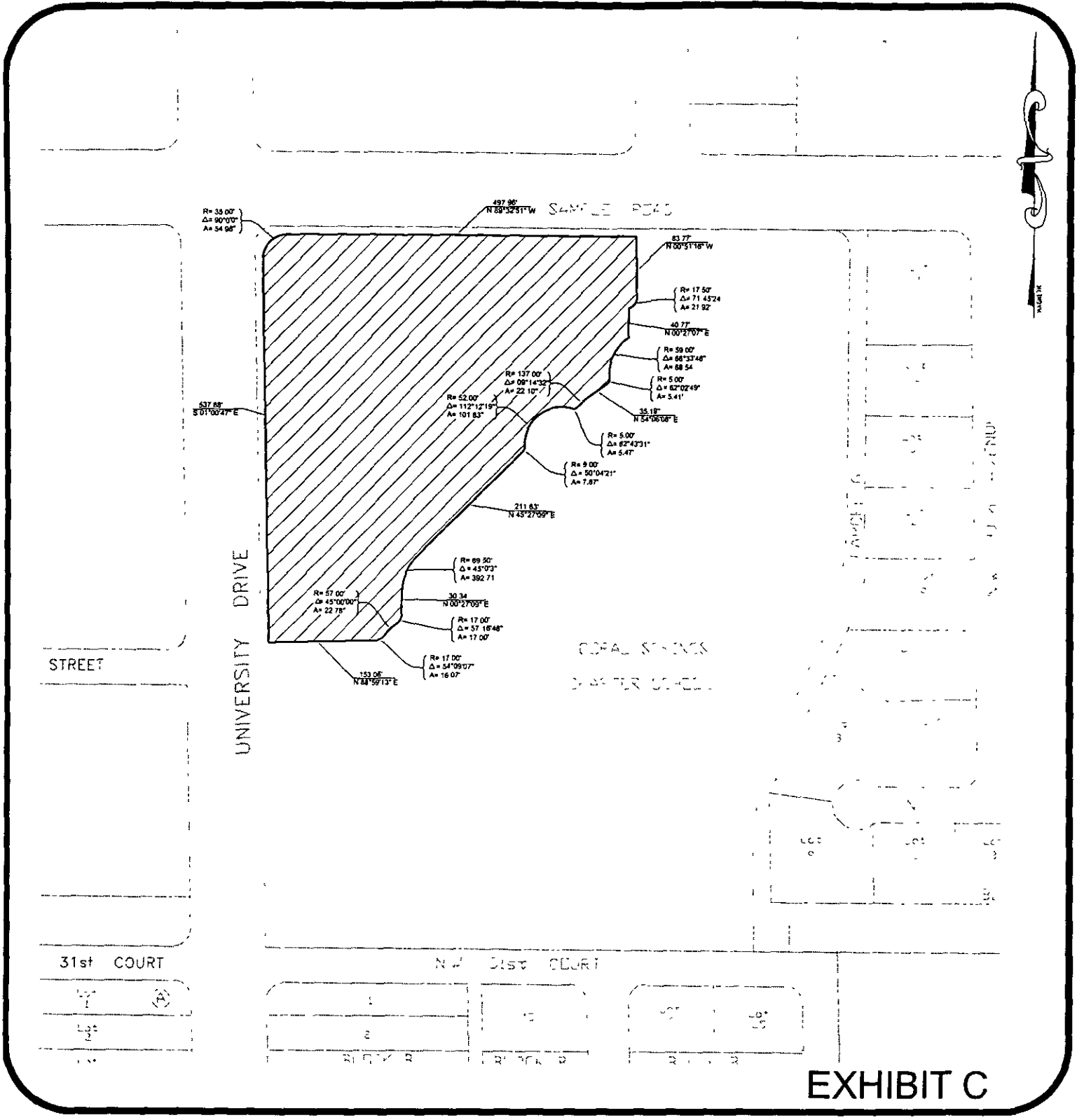
DATE: April 17, 2003

Attached are two (2) fully executed originals of the above referenced Agreement. Please retain one original for the City's records and one original for the records of the Coral Springs Community Redevelopment Agency.

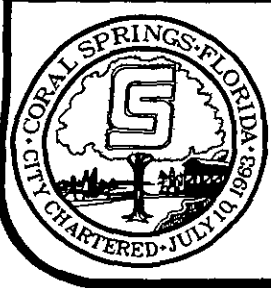
Attachments (2)

cc: Erdal Donmez, Assistant City Manager
Susan Hess, Director of Community Development (w/attachment)
Nancy Stroud, Esquire (w/attachment)
Samuel S. Goren, City Attorney (w/attachment)

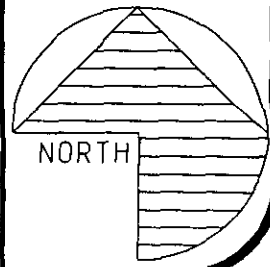




CITY OF CORAL SPRINGS ENGINEERING DIVISION



SITE PLAN OF:
CHARTER PLACE BOUDARY SURVEY



Drawn by ELK
 Date 1-3-03

Scale NTS
 03-001

