

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: November 20, 2024

Presenter's Name and Title: Deyman Rodriguez, Senior Planner, on behalf of the Building, Planning & Zoning Department

Prepared By: Deyman Rodriguez, Senior Planner

Temp. Reso. Number: 8291

Item Description: Temp. Reso. #R8291, CONSIDERING AN AMENDMENT TO THE TRAFFIC CONCURRENCY AGREEMENT BETWEEN THE CITY OF MIRAMAR, BROWARD COUNTY, EDMUND N. ANSIN, RONALD M. ANSIN, THE CLEGHORN SHOE CORPORATION AND THE SUNBEAM DEVELOPMENT CORPORATION FOR ROAD CONCURRENCY RELATING TO INCREMENT II OF THE EAST MIRAMAR AREAWIDE DEVELOPMENT OF REGIONAL IMPACT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT; AND FURTHER AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Deyman Rodriguez, Senior Planner, Building, Planning & Zoning Department).*

Consent Resolution Ordinance Quasi-Judicial Public Hearing

Instructions for the Office of the City Clerk: [Click or tap here to enter text.](#)

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within ____ feet of the property on _____
(fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. ____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes No

REMARKS: N/A


Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR R8291**
 - **Exhibit A: Amendment to Traffic Concurrence Agreement**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor and City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Nixon Lebrun, Director, Building, Planning & Zoning Department

DATE: November 14, 2024

RE: Temp. Reso. No. R8291, amending to the Traffic Concurrency Agreement for road concurrency relating to Increment II of the EMADRI

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 8291 approving an Amendment to the Traffic Concurrency Agreement between the City of Miramar (“City”), Broward County (“County”), Edmund N. Ansin, Ronald M. Ansin, the Cleghorn Shoe Corporation and the Sunbeam Development Corporation (“Developer”) for road concurrency relating to Increment II of the East Miramar Areawide Development of Regional Impact (“EMADRI”).

ISSUE: Pursuant to Section 3.03(h) of the City Charter, approval of the City Commission is required for the City Manager to execute any instrument in writing to which the City is a party. In conformity therewith, this item is being placed on this meeting agenda so the City Commission can adopt a resolution authorizing the City Manager to execute the proposed Amendment to the Traffic Concurrency Agreement for Increment II of the EMADRI.

BACKGROUND: The EMADRI is contained entirely within the Miramar Regional Activity Center (“RAC”) land use category on the Future Land Use Map (“FLUM”) of the City Comprehensive Plan. On March 17, 1993, the City Commission passed and adopted Ordinance No. 93-14 approving a Development Order for the approximately 1,883-acre multi-phased EMADRI and for Increment I and subsequent Increments as permitted then by Section 380.06(21), F.S. (1993). That Development Order (“DO”) was later amended by City Ordinances 94-26 and 95-20, to satisfy conditions imposed by the then Florida Department of Community Affairs (“DCA”), and to extend the buildout date and revise the land use flexibility provision for Increment I, respectively.

On July 3, 2002, the City Commission passed and adopted Ordinance 02-16, approving a DO for the approximately 800 acres of land that constituted Increment II of the EMADRI. Along with that DO, the City Commission passed and adopted Resolution 02-255, approving a tripartite Traffic Concurrency Agreement (“Agreement”) between the City, the County and Edmund Ansin, Ronald Ansin, Cleghorn Shoe Corporation and Sunbeam Development for traffic concurrency relating to Increment II of the EMADRI. That Agreement, which was recorded on September 20, 2002, in Book 33864, Pages 1,468-1,485 of the Official Records of Broward County, in part, details the improvements required as remedial measures to mitigate the traffic impacts of Increment II of, East Miramar Areawide DRI.

The Developer intends to develop an approximately 126-acre property located at the northeast corner of Red Road and Miramar Parkway, within Increment II of the EMADRI, with a major mixed-use development. To better mitigate the traffic impacts of the proposed development and Increment II of the EMADRI in general, the Developer is seeking to amend the related Traffic Concurrency Agreement.

DISCUSSION: The original Traffic Concurrency Agreement requires the construction of certain traffic improvements as remedial measures to mitigate traffic impacts of Increment II of the EMADRI. One such improvement was the construction of a northbound lane on Red Road from the Homestead Extension of the Florida Turnpike (“HEFT”) ramp to Miramar Parkway (“Northbound Lane Addition”). The proposed Amendment seeks to modify that requirement to add a second left turn lane on eastbound Miramar Parkway at the Red Road intersection to better account for the traffic impacts from Increment II of the EMADRI, especially in light of the proposed “The Park at Miramar” mixed-use project.

ANALYSIS: The Developer has met with the City Engineer to discuss the anticipated traffic impacts of the proposed mixed-use project. They have agreed that the Northbound Lane Addition was no longer needed and other improvements should be contemplated to better mitigate traffic from the proposed project and Increment II of the EMADRI. As a result, the existing Traffic Concurrency Agreement is being amended to add an additional eastbound turn lane at the intersection of Miramar Parkway and Red Road. This carefully thought-out improvement, the cost of which shall be borne by the Developer, will provide various benefits, which are contained herein and summarized below:

1. **Traffic Flow Improvement and Congestion Reduction:** the proposed turn lane will help separate turning vehicles from the through traffic, reducing delays and the potential for bottlenecks. This will enable a smoother flow of traffic and minimize disruptions for both incoming and existing vehicles.
2. **Safety Enhancement:** Turn lanes reduce the risk of rear-end collisions that can occur when cars are stopped or slowing down to make a turn. By diverting turning vehicles into their own lane, the likelihood of accidents decreases, creating a safer environment for drivers and pedestrians.

3. **Satisfaction of Road Concurrency Requirements:** Many road concurrency studies focus on ensuring that road capacity can handle the projected traffic volume increases from new developments. Adding a turn lane can help meet concurrency requirements by increasing the functional capacity of the road, ensuring it can accommodate additional demand without degradation of service levels.
4. **Reduction of Infrastructure Costs:** When a developer constructs the turn lane during the initial development phase, it often proves more cost-effective than if the local government or Department of Transportation (“DOT”) had to expand the roadway later. It also allows developers to address potential traffic impacts preemptively, ensuring better integration with existing infrastructure.

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**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING AN AMENDMENT TO THE TRAFFIC CONCURRENCY AGREEMENT BETWEEN THE CITY OF MIRAMAR, BROWARD COUNTY, EDMUND N. ANSIN, RONALD M. ANSIN, THE CLEGHORN SHOE CORPORATION AND THE SUNBEAM DEVELOPMENT CORPORATION FOR ROAD CONCURRENCY RELATING TO INCREMENT II OF THE EAST MIRAMAR AREAWIDE DEVELOPMENT OF REGIONAL IMPACT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT; AND FURTHER AUTHORIZING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 20, 2002, the City in conjunction with Broward County (“County”), Edmund N. Ansin, Ronald M. Ansin, the Cleghorn Shoe Corporation and the Sunbeam Development Corporation (“Developer”), entered into a Traffic Concurrency Agreement (“Agreement”) for Road Concurrency relating to Increment II of the East Miramar Areawide Development of Regional Impact (“EMADRI); and

WHEREAS, the Agreement, in part, details the improvements required as remedial measures to mitigate the traffic impacts of the development of the Increment II, East Miramar Areawide DRI, and that one such required improvement was the construction of a northbound lane on Red Road from the Homestead Extension of the Florida Turnpike (“HEFT”) ramp to Miramar Parkway (“Northbound Lane Addition”); and

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WHEREAS, the Developer intends to develop an approximately 126-acre property located at the northeast corner of Red Road and Miramar Parkway, within Increment II of the EMADRI, with a major mixed-use development, to be named “The Park at Miramar,” which consists of 2,874 dwelling units, 337,317 square feet of commercial use, 125,354 square feet of office space, and a 185-room full-service hotel, with various open space features; and

WHEREAS, the Developer and the City have determined and agreed that the required construction of the Northbound Lane Addition was no longer need and, to better account for the traffic impacts from Increment II of the EMADRI, especially in light of the aforementioned proposed mixed-use development, other traffic improvements should be contemplated; and

WHEREAS, the Developer and the City are therefore desirous to amend the Agreement to modify the requirement for that Northbound Lane Addition; and

WHEREAS, the Developer and the City have agreed that the addition of a second left turn lane on eastbound Miramar Parkway at the Red Road intersection (“Turn Lane Addition”) will be more beneficial in terms of traffic reduction; and

WHEREAS, the Developer will bear the full cost of the construction of the Turn Lane Addition, pursuant to this amendment to the Agreement, as noted in **Exhibit A**; and

WHEREAS, the City Manager recommends approving the Amendment to the Agreement; and

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WHEREAS, the City Commission conducted a duly noticed public hearing on the proposed Amendment; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the Amendment to the Agreement.

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**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
MIRAMAR, FLORIDA AS FOLLOWS:**

Section 1: That the foregoing “**WHEREAS**” clauses are confirmed and ratified as being true and correct and are made a specific part of this Resolution.

Section 2: That the City Commission of the City of Miramar, Florida, hereby approves the Amendment to the Traffic Concurrency Agreement in substantially the form attached hereto as **Exhibit A**, together with such non-material changes as may be subsequently agreed to by the City Manager and approved as to form by the City Attorney.

Section 3: That the City Manager of the City of Miramar, Florida, be and the same is hereby authorized to execute the Amendment to the Traffic Concurrency Agreement Traffic Concurrency Agreement between the City of Miramar, Broward County, and Ronald and Edmund Ansin, Cleghorn Shoe Corporation and Sunbeam Development for traffic concurrency relating to Increment II of the East Miramar Areawide Development of Regional Impact.

Section 4: That the City Manager of the City of Miramar, Florida, be and the same is hereby authorized do all things necessary and expedient in order to effectuate the execution of this Amendment to the Traffic Concurrency Agreement for Increment II of the East Miramar Areawide Development of Regional Impact, described in Section 3, above, and to carry out the aims of this Resolution and said Amendment.

Section 5: That this Resolution shall take effect immediately upon adoption.

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PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

<u>Requested by Administration</u>	<u>Voted</u>
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Mayor Wayne M. Messam	_____

Return to: (enclose self-addressed stamped envelope)

Name: Elizabeth Somerstein, Esq.

Address:

Greenspoon Marder LLP
200 E. Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301

This Instrument Prepared by:

Elizabeth Somerstein, Esq.
Greenspoon Marder LLP
200 E. Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

AMENDMENT TO TRAFFIC CONCURRENCY AGREEMENT AMONG BROWARD COUNTY AND CITY OF MIRAMAR AND EDMUND N. ANSIN, RONALD M. ANSIN, CLEGHORN SHOE CORPORATION AND SUNBEAM DEVELOPMENT CORPORATION FOR ROAD CONCURRENCY RELATING TO INCREMENT II, EAST MIRAMAR AREAWIDE DRI

This Amendment ("Amendment") to Traffic Concurrence Agreement Among Broward County and City of Miramar and Edmund N. Ansin, Ronald M. Ansin, Cleghorn Shoe Corporation and Sunbeam Development Corporation for Road Concurrence Relating to Increment II, East Miramar Areawide DRI is made and entered into as of this ___ day of _____, 2024 ("Effective Date"), by and between Broward County, a political subdivision of the State of Florida ("County"), the City of Miramar, a municipal corporation organized pursuant to the State of Florida ("City"), and Edmund N. Ansin, Ronald M. Ansin, Cleghorn Shoe Corporation and Sunbeam Development Corporation (collectively, "Landowners"). Collectively, the County, City, and Landowners shall be referred to herein as "Parties."

WITNESSETH:

WHEREAS, the Parties entered into that certain Agreement Among Broward County and City of Miramar and Edmund N. Ansin, Ronald M. Ansin, Cleghorn Shoe Corporation and Sunbeam Development Corporation for Road Concurrence Relating to Increment II, East Miramar Areawide DRI recorded on September 20, 2002, in the Official Records of Broward County Book 33864, Pages 1468-1485 ("Agreement"); and

WHEREAS, the Agreement, in part, details the improvements required as remedial measures to mitigate the traffic impacts of the development of the Increment II, East Miramar Areawide DRI; and

WHEREAS, the Parties desire to amend the Agreement to modify the required improvements as described herein.

NOW, THEREFORE, in consideration of the premises, the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

EXHIBIT "A"

1. Recitations. The recitals set forth above are true and correct and are incorporated into this Amendment by this reference.

2. Modification: The Parties hereby agree to the following modifications:

a. Item 4 on Exhibit B to the Agreement shall be modified as follows:

4. Add northbound lane on Red Road from HEFT ramp to Miramar Parkway	7,942
4. <u>Miramar Parkway: Add a second left turn lane on east bound Miramar Parkway at the Red Rd. intersection.</u>	<u>7,942</u>

3. Execution. This Amendment may be executed in any number of counterparts, all of which together shall constitute one instrument. Executed documents sent by facsimile and/or email transmission shall have the same force and effect as the delivery of an original executed document.

4. Scope of Amendment. Except where specifically modified by this Amendment, the Agreement shall remain unmodified and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Landowners executed this Amendment on the day first above written.

Sunbeam Development Corporation, an Indiana corporation

By: _____

Printed Name: _____
Address: _____

Printed Name: _____
Address: _____

STATE OF FLORIDA)
) SS
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of physical presence or online notarization, by _____, as _____ of Sunbeam Development Corporation, an Indiana corporation, who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2024.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

City/Town

WITNESSES:

City of Miramar, Florida

Printed Name: _____

Address: _____

By _____

Wayne Messam, Mayor

Printed Name: _____

Address: _____

____ day of _____, 2024

ATTEST:

Denise A. Gibbs, City Clerk

By _____

Dr. Roy Virgin, City Manager

____ day of _____, 2024

APPROVED AS TO FORM:

By _____

Austin Pamies Norris-Weeks Powell, PLLC.
City Attorney

County

Witnesses:

Broward County, through its
Broward County Administrator

Printed Name:_____

Address:_____

By _____
Monica Cepero, County Administrator

Printed Name:_____

Address:_____

____ day of _____, 20____

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

____ day of _____, 20____

Return recorded document to:
Broward County Development Management
Division
115 South Andrews Avenue, Room A240
Fort Lauderdale, Florida 33301

Exhibit "B"

Document prepared by:
ALLAN MILLEDGE, ESQ.
MILLEDGE & IDEN
ATTORNEYS AT LAW
3240 CORPORATE WAY
MIRAMAR, FL 33025-3910

TRAFFIC CONCURRENCY AGREEMENT

AMONG

BROWARD COUNTY

AND

CITY OF MIRAMAR

AND

EDMUND N. ANSIN, RONALD M. ANSIN, CLEGHORN SHOE CORPORATION AND
SUNBEAM DEVELOPMENT CORPORATION

FOR ROAD CONCURRENCY RELATING TO
INCREMENT II, EAST MIRAMAR AREAWIDE DRI

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "COUNTY" through its Board of County Commissioners;

and

Edmund N. Ansin, Ronald M. Ansin, Cleghorn Shoe Corporation, Sunbeam Development Corporation, their successors and assigns, hereinafter referred to as "LANDOWNERS",

and

The CITY OF MIRAMAR, a municipal corporation created and existing under the laws of the State of Florida, hereinafter referred to as "CITY"

CAF#252
Developer Improvement

1/10/00

Approved BCC 9/9/02 #56
Submitted By Rev. H. G. W.
RETURN TO DOCUMENT CONTROL

10

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, Section 5-182 of said chapter 5 more specifically requires that an application for a development permit satisfy concurrency requirements; and

WHEREAS, the proposed development of Increment II, East Miramar Areawide DRI, (Exhibit A) has been reviewed by the County pursuant to its Regional Transportation Network concurrency review, and

WHEREAS, County has determined that the remedial measures described herein will mitigate the traffic impacts of Increment II and that the concurrency requirements will be met with the execution of, and compliance with, the terms of this, Agreement by Landowners, Now therefore

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

1. The above recitals are true and correct and are hereby incorporated herein.
2. **Construction of Improvements.**
 - (a) LANDOWNERS agree to construct the IMPROVEMENT(S) described in Exhibit "B" attached hereto, hereinafter referred to as "the Improvements." LANDOWNERS agree to complete the IMPROVEMENT(S) as provided in Exhibit "B".
 - (b) If the improvement(s) described in Exhibit "B" are on a state road, as that term is defined in Chapter 334, Florida Statutes, LANDOWNERS shall provide COUNTY with proof of having received a permit or letter of intent to permit from the State of Florida Department of Transportation for the improvement(s).
 - (c) The Improvements described in Exhibit "B" shall be installed in accordance with applicable COUNTY, State of Florida Department of Transportation standards and specifications. The construction plans for the Improvements, including pavement marking and signing plans, shall be submitted to COUNTY for review and approval prior to commencement of construction. Construction shall be subject to inspection and approval by COUNTY. Pavement marking and signing shall be provided for all of the Improvements and shall be subject to review, field inspections and final approval by the Broward County Traffic Engineering Division, which Improvements shall be consistent with the previously approved plans.

3. LANDOWNERS agree that any contract(s) for the IMPROVEMENT(S) shall include the following:

- (a) Indemnify and save harmless COUNTY, the Board of County Commissioners of Broward County, and the State of Florida, its agents and employees, from or on account of any injuries or damages received or sustained by any person or persons during or on account of any operations connected with the construction of the Improvements; or by or in consequence of any negligence in connection with the same; or by use of any improper materials or by or on account of an act or omission of the said contractor, subcontractor, agents, servants or employees.
- (b) Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws.
- (c) Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) per accident.
- (d) Comprehensive General Liability Insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services' Office, and must include:

Premises and/or Operations.

Independent Contractors.

Products and/or completed operations.

Underground Coverages.

COUNTY and the Broward County Board of County Commissioners are to be named as additional insureds with respect to liability arising out of operations performed for COUNTY by or on behalf of CONTRACTOR or negligent acts or omissions of COUNTY in connection with general supervision of such operation.

- (e) Business Automobile Liability Insurance with minimum limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as

filed by the Insurance Services Office and must include owned vehicles and hired and non-owned vehicles.

Notice of Cancellation and/or Restriction: The policy(ies) must be endorsed to provide COUNTY with thirty (30) days notice of cancellation and/or restriction.

4. LIEN.

- (a) This Agreement shall be recorded in the Official Records of Broward County and a lien is hereby imposed by COUNTY against all of the real property described in Exhibit "C" as security for the completion of the Traffic Improvements undertaken by LANDOWNERS pursuant to Exhibit B hereto. Such lien shall continue from the date of this Agreement until fully paid, discharged, released or barred by law. The obligations created under this Agreement shall run with the land and shall bind LANDOWNERS, its successors, grantees, heirs and assigns.
- (b) (1) In the event that the amount of money or any portion thereof LANDOWNERS have agreed to pay pursuant hereto becomes due and payable as provided herein and continues unpaid for thirty (30) days or more thereafter, the entire unpaid balance of such amount, plus costs and interest accrued from the due date at the rate of twelve (12) per cent per annum, shall become immediately due and payable and may be recovered by COUNTY against LANDOWNERS in a civil action, along with COUNTY'S costs incurred in bringing such action, or the lien created hereby plus such costs and interest may be foreclosed or otherwise enforced by COUNTY by action or suit in equity as for the foreclosure of a mortgage on real property.

 (2) In the event that a road improvement is not commenced or completed when required as provided herein, the cost of said improvement may be recovered by COUNTY against LANDOWNERS in a civil action along with COUNTY'S costs incurred in bringing such action, or the lien created hereby plus such costs and interest may be foreclosed or otherwise enforced by COUNTY by action or suit in equity as for the foreclosure of a mortgage on real property.
- (c) The lien of any mortgage on the real property described in Exhibit "C" shall be subordinate to the rights of COUNTY with respect to the lien created by this Agreement. LANDOWNERS shall cause this Agreement to be executed by the holder of any such mortgage as consent to such subordination.
- (d) When the lien created hereby has been fully paid or discharged, COUNTY shall cause evidence of such satisfaction and discharge to be recorded in the Official Records of Broward County upon payment of the appropriate fee(s).

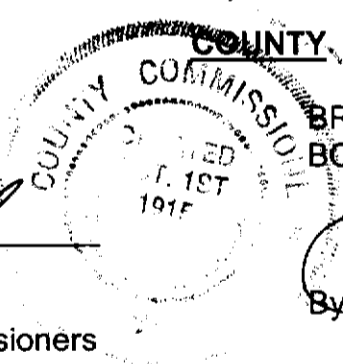
At the request of LANDOWNERS and upon payment of the appropriate amounts, COUNTY may grant LANDOWNERS a partial release of the lien.

- 5. **CONCURRENCY COMPLIANCE.** COUNTY finds that by executing and complying with the terms of this Agreement, LANDOWNERS have satisfied the adequacy of the Regional Roadway Network requirement of Section 5-182 of the Broward County Land Development Code for Increment II, East Miramar Areawide DRI for development up to but not exceeding an aggregate total of 10,038 peak p.m. trips which shall be calculated based upon the trip generation rates as set forth in Exhibit "D".
- 6. CITY agrees not to issue a certificate of occupancy for any development within Increment II except as provided in Exhibit B.
- 7. This Agreement shall be recorded in the Public Records of Broward County and shall be binding upon successors and assigns.
- 8. **CHOICE OF LAW; WAIVER OF JURY TRIAL.** Any controversies or legal problems 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. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury of any such litigation.

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 9th day of Sept, 2002 (date), LANDOWNERS, signing by and through its _____ duly authorized to execute same and CITY OF MIRAMAR, signing by and through its Mayor and City Manager, duly authorized to execute same.

ATTEST:

R. [Signature]
County Administrator and
Ex-Officio Clerk of the
Board of County Commissioners
of Broward County, Florida

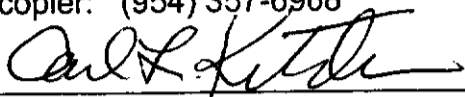


BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By [Signature]
Chair

24th day of Sept., 2002 (date)

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

CAF#252
Developer Improvement

1/10/00

TRAFFIC CONCURRENCY AGREEMENT RELATING TO INCREMENT II, EAST MIRAMAR AREAWIDE, DRI

LANDOWNER-INDIVIDUAL

Witnesses:

[Signature]
 Print name: Madeline Curbo

[Signature]
 Print name:
 Patrick Walker

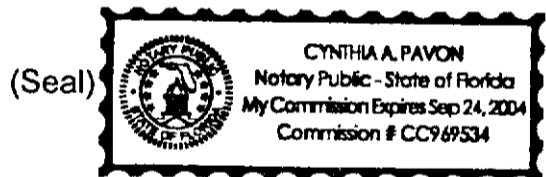
[Signature]
 Print name: Edmund N. Ansin
 Address: P.O. Box 610727
 North Miami, FL 33261-0727

25th day of July, 2002 (date)

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF FLORIDA)
) SS.
 COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 25th day of July, 2002 (date), by Edmund N. Ansin who is
 personally known to me, or
 produced identification. Type of identification produced _____.



NOTARY PUBLIC:
[Signature]
 Print name: Cynthia A. Pavon

My commission expires: September 24, 2004

TRAFFIC CONCURRENCY AGREEMENT RELATING TO INCREMENT II, EAST MIRAMAR AREAWIDE, DRI

LANDOWNER-INDIVIDUAL

Witnesses:

Madelaine Curbo
Print name: Madelaine Curbo

Arnold Walker
Print name: Arnold Walker

Ronald M. Ansin
Ronald M. Ansin, by and through Edmund N. Ansin, his attorney-in-fact

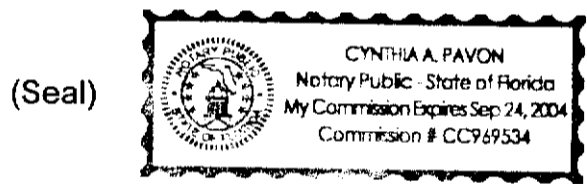
Print name: _____
Address: P.O. Box 610727
North Miami, FL 33261-0727

25th day of July, 2002 (date)

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF FLORIDA)
) SS.
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 25th day of July, 2002 (date), by Ronald M. Ansin, by and through Edmund N. Ansin, his attorney-in-fact who is personally known to me, or produced identification. Type of identification produced _____.



NOTARY PUBLIC:
Cynthia A. Pavon
Print name: Cynthia A. Pavon

My commission expires: September 24, 2004

TRAFFIC CONCURRENCY AGREEMENT RELATING TO THE INCREMENT II EAST MIRAMAR AREAWIDE, DRI

LANDOWNER-CORPORATION/PARTNERSHIP

Witnesses (if partnership):

M. Carbo
Print name: Madeline Carbo

P. Walker
Print name: Patricia Walker

Cleghorn Shoe Corp.
(Name of corporation/partnership)

By *E. Ansin*
Print name: Edmund N. Ansin
Title: Vice President

Address: P.O. Box 610727
North Miami, FL 33261-0727

25th day of July, 2002 (date)

ATTEST (if corporation):

Roger Metcalf
Secretary Roger Metcalf

ROGER METCALF
(Name of Secretary)

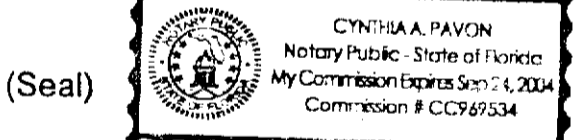
(CORPORATE SEAL)

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF FLORIDA)
) SS.
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 25th day of July, 2002 (date), by Edmund N. Ansin, as Vice President of Cleghorn Shoe Corp., a Massachusetts corporation/partnership, on behalf of the corporation/ partnership. He or she is:

personally known to me, or
 produced identification. Type of identification produced _____



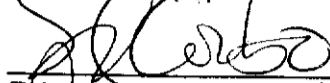
NOTARY PUBLIC:
Cynthia A. Pavon
Print name: **Cynthia A. Pavon**

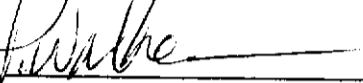
My commission expires: September 24, 2004

TRAFFIC CONCURRENCY AGREEMENT RELATING TO THE INCREMENT II EAST MIRAMAR AREAWIDE, DRI


LANDOWNER-CORPORATION/PARTNERSHIP

Witnesses (if partnership):


Print name: Madeline Curbo


Print name: Patrick Walker

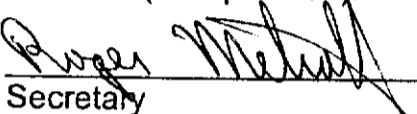
Sunbeam Development Corporation
(Name of corporation/partnership)

By 
Print name: Edmund N. Ansin

Title: President
Address: P.O. Box 610727
North Miami, FL 33261-0727

25th day of July, 2002 (date)

ATTEST (if corporation):


Secretary

(CORPORATE SEAL)

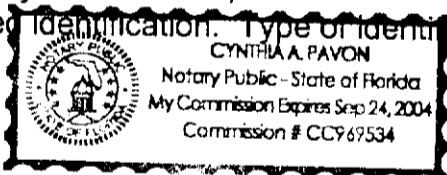
ROGER METCALF
(Name of Secretary)

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF FLORIDA)
) SS.
COUNTY OF MIAMI-DADE

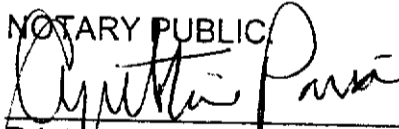
The foregoing instrument was acknowledged before me this 25th day of July, 2002 (date), by Edmund N. Ansin, as President of Sunbeam Development Corporation, a _____ corporation/partnership, on behalf of the corporation/ partnership. He or she is:

personally known to me, or
 produced identification. Type of identification produced _____.



(Seal)

My commission expires: Sept 24, 2004

NOTARY PUBLIC

Print name: Cynthia A. Pavon

TRAFFIC CONCURRENCY AGREEMENT RELATING TO THE INCREMENT II EAST MIRAMAR AREAWIDE, DRI

CITY

CITY OF MIRAMAR

[Signature]
Witness signature

Kemi N. Moore
Witness name printed

[Signature]
Witness signature

Nana N. Barrett-Forbes
Witness name printed

ATTEST: [Signature]
City Clerk

[Signature]
City Manager

1 day of August, 2002 (date)

CORPORATE SEAL

APPROVED AS TO FORM:

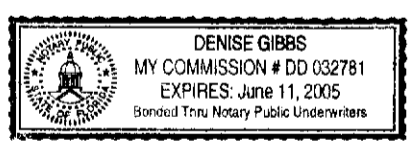
By [Signature]
City Attorney

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

The foregoing instrument was acknowledged before me this 1 day of August, 2002 (date) by Robert A. Payton who is personally known to me or who has produced _____ as identification.

My commission expires:
June 11, 2005
Commission No. DD032781

[Signature]
NOTARY PUBLIC
Denise A. Gibbs
Type or print name



CAF#252
Developer Improvement
1/10/00

**EXHIBIT A
LEGAL DESCRIPTION
FOR INCREMENT II
EAST MIRAMAR AREA WIDE DRI**

That portion of Section 36, Township 51 South, Range 40 East, of EVERGLADES SUGAR AND LAND CO. SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 2, Page 39 of the public records of Dade County, Florida, which is located north of the C-9 Canal;

Together with:

Tracts 45 and 46, Section 25, Township 51 South, Range 40 East of EVERGLADES SUGAR AND LAND CO. SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 2, Page 39 of the public records of Dade County, Florida, less rights-of-way for Flamingo Road and Miramar Parkway;

Together with:

All of Sections 25 and 30, Township 51 South, Range 40 East of EVERGLADES SUGAR LAND CO. SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 2, Page 39 of the public records of Dade County, Florida which lie north of Miramar Parkway and south of Miramar Boulevard, and excluding the following parcel:

MIRAMAR PARK OF COMMERCE PHASE III, according to the Plat thereof, as recorded in Plat Book 161, Page 29, of the public records of Broward County, Florida.

Together with:

All of Sections 19 and 24, Township 51 South, Range 40 East of EVERGLADES SUGAR AND LAND CO. SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 2, Page 39 of the public records of Dade County, Florida lying south of Miramar Boulevard.

Together with:

DESCRIPTION: (PARCEL 'C' OF PROPOSED "MIRAMAR LAKES")

PORTIONS OF TRACTS 41, 42, 43, 44, 45, 46, 47, 49, 50, 51 AND 52 IN SECTION 19, TOWNSHIP 51 SOUTH, RANGE 41 EAST OF "THE EVERGLADE SUGAR AND LAND COMPANY SUBDIVISION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 39 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SAID SECTION 19; THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST ONE-QUARTER (SW1/4) (BASIS OF BEARINGS), NORTH 87°49'06" EAST 1436.69 FEET; THENCE SOUTH 02°10'54" EAST 55.00 FEET TO POINT OF BEGINNING NO. 1; THENCE PARALLEL WITH AND 55.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST ONE QUARTER (SW1/4) OF SAID SECTION 19, NORTH 87°49'06" EAST 26.35 FEET TO REFERENCE POINT 'A'; THENCE CONTINUING ALONG SAID PARALLEL LINE NORTH 87°49'06" EAST 268.32 FEET; THENCE SOUTH 85°20'21" EAST 100.72 FEET; THENCE PARALLEL WITH AND 67.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SAID SECTION 19, NORTH 87°49'06" EAST 227.00 FEET; THENCE NORTH 02°10'54" WEST 12.00 FEET TO THE SOUTHWEST ONE-QUARTER (SW1/4) OF SAID SECTION 19, NORTH 87°49'06" EAST 315.00 FEET; THENCE NORTH 02°10'54" WEST 12.00 FEET; THENCE PARALLEL WITH AND 55.00 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHWEST ONE-QUARTER (SW 1/4), NORTH 87°49'06" EAST 225.31 FEET; THENCE ALONG THE BOUNDARY OF "AVALON", AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 160, PAGE 4 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SOUTH 01°53'53" EAST 723.19 FEET TO AN ANGLE POINT IN SAID BOUNDARY; THENCE ALONG SAID BOUNDARY AND ITS WESTERLY PROLONGATION, SOUTH 87°48'12" WEST 971.53 FEET; THENCE ALONG A LINE PARALLEL WITH AND 615.54 FEET EAST OF THE EAST LINE OF A 30.00 FOOT EVERGLADES PIPELINE COMPANY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 1192, PAGE 114, BOOK 6783, PAGE 7 AND BOOK 14340, PAGE 51, ALL OF BROWARD COUNTY RECORDS, SOUTH 32°14'35" WEST 680.43 FEET; THENCE SOUTH 01°53'53" EAST 1183.90 FEET; THENCE NORTH 74°35'50" WEST 3.67 FEET TO A POINT ON A 2641.13 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTH WHOSE RADIUS POINT BEARS NORTH 09°39'56" EAST; THENCE WESTERLY ALONG SAID CURVE, PARALLEL WITH AND 12.00 FEET NORTH OF THE NORTH RIGHT-OF-WAY LINE OF MIRAMAR BOULEVARD PER OFFICIAL RECORDS BOOK 24709, PAGE 210 BROWARD COUNTY RECORDS, THROUGH A CENTRAL ANGLE OF 06°50'01" AN ARC DISTANCE OF 315.00 FEET; THENCE SOUTH 15°24'35" WEST 12.00 FEET TO A POINT ON A 2653.13 FOOT RADIUS CURVE CONCAVE TO THE NORTH WHOSE RADIUS POINT BEARS NORTH 16°29'39" EAST, ALSO BEING THE AFORESAID NORTH RIGHT-OF-WAY LINE OF MIRAMAR BOULEVARD; THENCE NORTHWESTERLY ALONG SAID CURVE AND SAID RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 04°59'29" AN ARC DISTANCE OF 231.13 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 60°36'28" WEST 100.94 FEET TO A POINT ON THE ARC OF A 2541.13 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 23°39'19" WEST; THENCE NORTHWESTERLY ALONG SAID CURVE, BEING PARALLEL WITH AND 12.00 FEET NORTHEASTERLY OF THE AFORESAID NORTH RIGHT-OF-WAY LINE OF MIRAMAR BOULEVARD; THENCE SOUTH 29°23'56" WEST 12.00 FEET TO A POINT ON THE ARC OF A 2653.13 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 30°29'02" EAST; (THE FOLLOWING THREE (3) COURSES FOLLOW ALONG SAID RIGHT-OF-WAY LINE OF MIRAMAR BOULEVARD: (1) NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°49'34" AN ARC DISTANCE OF 130.87 FEET ; (2) NORTH 51°58'04" WEST 200.63 FEET; (3) NORTH 55°06'18" WEST 43.53 FEET; THENCE ALONG THE WEST LINE OF SAID 30.00 FOOT EVERGLADES PIPELINE COMPANY EASEMENT, NORTH 32°14'35" EAST 2287.64 FEET TO POINT OF BEGINNING NO. 1.

LESS THEREFROM THE FOLLOWING:

COMMENCE AT AFORESAID REFERENCE POINT 'A'; THENCE SOUTH 02°10'54" EAST 50.00 FEET TO POINT OF BEGINNING NO. 2; THENCE NORTH 87°49'06" EAST 251.91 FEET; THENCE ALONG A LINE PARALLEL WITH AND 227.79 FEET EAST OF THE EAST LINE OF SAID 30.00 FOOT EVERGLADES PIPELINE COMPANY EASEMENT, SOUTH 32°14'35" WEST 2376.18 FEET TO A POINT ON A 2603.13 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS POINT BEARS NORTH 33°00'06" EAST; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°15'30" AN ARC DISTANCE OF 11.73 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 51°58'04" WEST 197.07 FEET; THENCE ALONG A LINE PARALLEL WITH AND 20 FEET EAST OF THE EAST LINE OF SAID 30.00 FOOT EVERGLADES PIPELINE COMPANY EASEMENT, NORTH 32°14'35" EAST 2213.71 FEET TO POINT OF BEGINNING NO. 2.

Less the following:

Those lands owned by the County of Broward, the State of Florida, or the United States of America.

Said lands lying within Broward County, Florida

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EXHIBIT B

TRAFFIC IMPROVEMENTS

<u>Improvement</u>	<u>P.M. Peak Hour Thresholds</u>
1. Miramar Parkway (Red Road to Flamingo Road). Construction of approximately 5,000 feet of 6-Lane (add 2-lanes) divided roadway.	1,985
2A. Contribution of \$1,760,000 shall be made to Broward County for the construction of a bridge on Pembroke Road over I-75.* The contribution shall be made in five equal installments of \$352,000 each commencing on July 1, 2003.	
2B. (Alternate Improvements to 2A) <ul style="list-style-type: none"> • Miramar Parkway, second EBRT lane to I-75 southbound ramp beginning 1,000 feet west of Dykes Road; and • Miramar Boulevard, Hiatus Road to Red Road (add 2L to make 4L); and • Miramar Boulevard, Red Road to Old Flamingo Road (add 2L to make 4L) 	3,971 3,971 3,971
3. Miramar Boulevard, Palm Avenue to Hiatus Road (add 2L to make 4L)	5,957
4. Add northbound lane on Red Road from HEFT ramp to Miramar Parkway	7,942

* Prior to July 1, 2003, Broward County and the City of Miramar must agree that the bridge over I-75 is feasible; otherwise, after July 1, 2003, Landowners, in lieu thereof, will construct the improvements listed in 2B.

Each of the improvements to be constructed by Landowners' listed above, shall, as applicable, include the following:

1. Roadway pavement and base courses
2. Curb and gutter
1. Installation and/or adjustments to roadway drainage
3. Pavement markings and signage
2. Installation and/or adjustments to roadway lighting
3. All necessary utility relocations and adjustments
4. All necessary traffic signal equipment installations, relocations and adjustments
5. All necessary conduit relocations and adjustments for traffic signals and road lighting
6. Replacement of all existing turn lanes
7. Roadside recovery and/or guardrail where necessary
8. Coordination of unconstructed plat required road improvements
9. Securing all necessary permits for construction

Timing of Construction of Improvements

This project consists of 10,038 peak p.m. trips based upon the trip generation rates in Exhibit D hereto.

The improvements to be constructed by Landowners listed above shall be let to contract before certificates of occupancy are issued for development which equals or exceeds the listed trip thresholds. Each improvement let to contract by Landowners shall be completed within two years.

EXHIBIT CLEGAL DESCRIPTION

The North One-Half (1/2) of Section 36, Township 51 South, Range 40 East, according to the plat thereof, recorded in Plat Book 2, Page 39, of the Public Records of Dade County, Florida; said lands situate, lying and being in Broward County, Florida; less Right of Way for Roads and C-9 Canal; and

Less the following described property:**A. HM-03 MISSILE SITE**

TRACT NO. 100

107.83 ACRES

NIKE HERCULES SITE - HM-03
ARMY AIR DEFENSE COMMAND
HOMESTEAD-MIAMI AREA
BROWARD COUNTY, FLORIDA

A tract or parcel of land located in Section 36, Township 51 South, Range 40 East, Broward County, Florida, more particularly described as follows:

As a point of reference, commence at the Southwest corner of Section 36; run thence North $89^{\circ} 36' 14''$ East, 100 feet to a point; thence North $01^{\circ} 47' 23''$ West, 2611.64 feet to the point of beginning, with Grid Co-ordinates of $X = 726,371.20$, $Y = 593,066.28$.

From the point of beginning, continue North $01^{\circ} 47' 23''$ West, 160.05 feet to a point; thence North $89^{\circ} 45' 22''$ East, 179.88 feet to a point; thence North $01^{\circ} 47' 23''$ West, 330 feet to a point; thence North $89^{\circ} 45' 22''$ East, 336.68 feet to a point; thence North $01^{\circ} 47' 23''$ West, 336 feet to a point; thence North $89^{\circ} 45' 22''$ East, 115.27 feet to a point; thence North $01^{\circ} 47' 23''$ West, 321.13 feet to a point; thence North $89^{\circ} 45' 22''$ East, 2263.34 feet to a point; thence South 330 feet to a point; thence North $89^{\circ} 45' 22''$ East, 116.25 feet to a point; thence South 616.51 feet to a point; thence East 141.15 feet to a point; thence South 362.76 feet to a point; thence South $89^{\circ} 45' 22''$ West, 218.25 feet to a point; thence South 130.00 feet to a point; thence South $89^{\circ} 45' 22''$ West, 3789.06 feet to the point of beginning, containing 107.83 acres, more or less.

The bearings, distances and co-ordinates quoted above refer to State Grid Co-ordinate System, East Zone of Florida.

B. FPL SITE

A portion of Tracts 17 and 18, of Section 36, Township 51 South, Range 40 East of "EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION", according to the Plat thereof, recorded in Plat Book 2, at Page 39, of the Public Records of Dade County, Florida, and being located in the City of Miramar, Broward County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of Section 36, Township 51 South, Range 40 East, thence run South $01^{\circ} 47' 15''$ East, along the West line of the Northwest $1/4$ of said Section 36, for 1850.36 feet; thence run North $89^{\circ} 38' 26''$ East for 150.06 feet to the East right-of-way line of Flamingo Road; thence continue North $89^{\circ} 38' 26''$ East for 72.35 feet to the Southeasterly line of the existing 280 foot wide Florida Power & Light Company Easement, being the point of beginning of hereinafter described parcel of land:

From said point of beginning, thence run North $32^{\circ} 15' 08''$ East along the Southeasterly line of said FPL 280 foot wide easement, for 510.42 feet to a point; thence run North $89^{\circ} 38' 54''$ East along a line 100 feet South of and parallel with the North line of said Tract 17, for 408.40 feet; thence run South $01^{\circ} 47' 15''$ East for 430.03 feet; run South $89^{\circ} 38' 26''$ West for 694.21 feet to the point of beginning.

Said lands lying within Broward County, Florida

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EXHIBIT D

TRIP GENERATION RATES

Land Uses	Unit	P.P.M. Generation Rates
Light Industrial	1,000 sq. ft. (GFA)	0.79
Office	1,000 sq. ft. (GFA)	1.49
Retail	1,000 sq. ft. (GLA)	3.74
Single Family	D.U.	1.01
Apartments	D.U.	0.61
Townhouses	D.U.	0.56
Hotel	Room	0.71
Retirement Community	D.U.	0.27
Congregate Care	D.U.	0.17
Elderly Housing/ Attached	D.U.	0.27

ITE 6 unadjusted traffic rates may be applied for land uses not listed above.