

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

Meeting Date: November 13, 2019

Presenter's Name and Title: Bissy Vempala, City Engineer, on behalf of Engineering Services

Temp. Reso. Number: R6994

Item Description: Temp. Reso. No. R6994, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED PARK AGREEMENT – FEE IN LIEU OF LAND WITH MIRAMAR RED RD WEST OWNER LLC; FOR PAYMENT OF A FEE IN THE AMOUNT OF \$1,443,992 IN LIEU OF PARK LAND DEDICATION FOR THE RESIDENTIAL DEVELOPMENT KNOWN AS ALTIS MIRAMAR. (City Engineer Bissy Vempala)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: Agreement to be signed on the Dais. The fully executed agreement shall be recorded in the Public Records of Broward County, Florida, with the cost of recording and actual recording to be accomplished by the Owner.

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 of the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: A Park Dedication Fee of \$1,443,992.00 will be deposited in to the Park Development Fund, GL Account No. 387-00-000-000-000-324611, Impact Fees-Park.


Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR No. R6994**
 - **Exhibit A: Park Agreement – Fee in Lieu of Land**
- **Attachment(s)**
 - **Attachment 1: Location Map**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Vernon E. Hargray, City Manager 

BY: Bissy Vempala, City Engineer

DATE: November 7, 2019

RE: Temp. Reso. No. 6994, approving and authorizing the City Manager to execute the proposed Park Agreement – Fee in Lieu of Land with Miramar Red Rd West Owner LLC

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 6994, approving and authorizing the City Manager to execute the proposed Park Agreement – Fee in Lieu of Land (the “Agreement”) with Miramar Red Rd West Owner LLC (the “Owner”), for payment of a fee in the amount of \$1,443,992 in lieu of a park land dedication for the residential development known as Altis Miramar (the “Project”).

ISSUE: Pursuant to Section 308.11.1 of the City’s Land Development Code (the “LDC”), a property owner is required to dedicate park land or agree to contribute an amount of money equal to the fair market value of the land otherwise to be dedicated. City Commission approval is required to execute the Agreement with the Owner of the Project.

BACKGROUND: The Project is a proposed residential development located west of Red Road and north of Miramar Parkway, consisting of 320 apartment units on a 13.93-acre site. The City Commission approved the site plan for this project on November 28, 2018, through Resolution No. 19-50. One of the conditions of the site plan approval requires the Owner to execute a Park Agreement for the payment of a park dedication fee in accordance with Section 308.11.1 of the LDC. The calculated acreage of park land required to be dedicated is 2.3672 acres. Due to the relatively small size of the required park area and proximity of this development to other public parks such as Vizcaya Park and Ansin Sports Complex, City staff recommends collecting from the Owner an amount of money equal to the fair market value of the public park land otherwise required to be dedicated.

The City and the Owner have mutually agreed upon a \$610,000 per acre value for the land to be otherwise dedicated under Section 308.11.1 of the LDC. Based on the required acres of land dedication, the Owner shall pay \$1,443,992 as a fee in lieu of the dedication of park land. The Agreement provides for the Owner to pay the fee within 14-days of approval of the Agreement; or post a bond for 100% of the fee amount plus payment of a one-time administrative fee to the City equal to 3% of the park dedication fee, which equates to \$43,319.76. The posting of the bond guarantees payment of the park dedication fees prior to the issuance of any building permits for the Project, in accordance with Section 308.11.2 of the LDC.

The Project Manager for this Project is Salvador Zuniga, Assistant City Engineer, Engineering Services.

Temp Reso No. R6994
7/10/19
11/5/19

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED PARK AGREEMENT – FEE IN LIEU OF LAND WITH MIRAMAR RED RD WEST OWNER LLC, FOR PAYMENT OF A FEE IN THE AMOUNT OF \$1,443,992 IN LIEU OF PARK LAND DEDICATION FOR THE RESIDENTIAL DEVELOPMENT KNOWN AS ALTIS MIRAMAR; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Altis Miramar is a proposed residential development consisting of 320 apartment units on a 13.93 - acre site (the “Project”), located west of Red Road and north of Miramar Parkway; and

WHEREAS, on November 28, 2018, the City Commission adopted Resolution No. 19-50, approving the site plan for the Project; and

WHEREAS, Miramar Red Rd West Owner LLC (the “Owner”), is the property owner and developer of the Project; and

WHEREAS, pursuant to Section 308.11.1 of the City’s Land Development Code (the “LDC”), the Owner is required to dedicate park land for public parks, or to agree to deposit in the City’s Park Development Fund an amount of money equal to the fair market value of the land otherwise required to be dedicated; and

WHEREAS, in accordance with Section 308.11.1 of the LDC, the Project would require the Owner to dedicate 2.3672 acres of public park land; and

Reso. No. _____

Temp. Reso. No. R6994
7/10/19
11/5/19

WHEREAS, due to the small size of the park land dedication required by Section 308.11.1 of the LDC, and the proximity to other public parks, City staff recommends collecting from the Owner an amount equal to the fair market value of the land otherwise required to be dedicated as public parks; and

WHEREAS, the Owner and the City have agreed that the fair market value of land otherwise required to be dedicated shall be set at \$610,000 per acre; and

WHEREAS, the Owner has agreed to the terms of the proposed Park Agreement – Fee in Lieu of Land (the “Agreement”), which provides for Owner’s payment of \$1,443,992 as the park dedication fee in lieu of park land dedication; and

WHEREAS, the City Manager recommends that the City Commission approve and authorize the execution of the proposed Agreement with the Owner, in the form attached hereto as Exhibit “A”; 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 and authorize the City Manager to execute the proposed Agreement with the Owner, in the form attached hereto as Exhibit “A.”

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 ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Temp. Reso. No. R6994
7/10/19
11/5/19

Section 2: That the proposed Agreement between the City and the Owner is approved.

Section 3: That the City Manager is authorized to execute the proposed Agreement between the City and the Owner, in the form attached hereto as Exhibit "A," together with such non-substantive changes as are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney. The Agreement, attached as Exhibit "A" is incorporated herein by this reference.

Section 4: That the fully executed Agreement shall be recorded in the Public Records of Broward County, Florida, with the cost of recording and the actual recording to be accomplished by the Owner with the original of the recorded document returned to the City's Engineering Services division.

Section 5: That the appropriate City Officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Temp. Reso. No. R6994
7/10/19
11/5/19

Section 6: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of November, 2019.

Mayor, Wayne M. Messam

Vice Mayor, Alexandra P. Davis

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.

Requested by Administration

Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Commissioner Yvette Colbourne
Vice Mayor, Alexandra P. Davis
Mayor Wayne M. Messam

Voted

PREPARED BY AND RETURN TO

Weiss Serota Helfman Cole & Bierman, P.L.
200 East Broward Blvd, Suite 1900
Ft. Lauderdale FL, 33301

PARK AGREEMENT – FEE IN LIEU OF LAND

ALTIS MIRAMAR

THIS AGREEMENT (the "Agreement"), effective this ____ day of May, 2019, is made and entered into by and between:

THE CITY OF MIRAMAR, a Florida municipal corporation, located at 2300 Civic Center Place, Miramar, Florida 33025, hereinafter referred to as the "City",

and

MIRAMAR RED RD WEST OWNER LLC, a Delaware limited liability company, whose address is 1515 S. Federal Highway, Suite 300, Boca Raton, Florida 33432, hereinafter referred to as "Owner".

WITNESSETH:

WHEREAS, Owner is the owner of that certain property known as Altis Miramar, located within the City of Miramar, which development is planned to consist of 320 residential units, more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, Owner submitted to the City an application for site plan approval of the Property; and

WHEREAS, in accordance with City Code of Ordinances (the "Code") Chapter 2 ("Administration"), Article VI. ("Finance and Miscellaneous Fees"), Division 2.1 ("Impact Fees for New Development"), the City requires payment of recreational impact fees prior to the issuance of building permits for the Property ("Recreational Impact Fee"), pursuant to the formula set forth by Resolution of the City Commission; and

WHEREAS, in accordance with Section 308.11 ("Parks and Recreational Areas") of the City's Land Development Code (the "LDC"), at the discretion of the City, the City shall require a dedication of land, pursuant to the formula set forth by Resolution of the City Commission, or a deposit in the City's Park Development Fund, of an amount of money equal to the fair market value of the land otherwise to be dedicated ("Park Dedication Requirement") as a condition of approval of any plat or site development plan; and

WHEREAS, the City's Park Dedication Requirement requires Owner to dedicate 2.3672 acres of land for development of the Property with 320 residential units (based upon Owner's estimate of the number of bedrooms for each of the units within the Development); and

WHEREAS, Owner and City have agreed that Owner shall pay \$1,443,992.00 as a park dedication fee ("Park Dedication Fee") in lieu of the dedication of land as required by Section 308.11 of the LDC; and

WHEREAS, Owner and City agree that the payment of the Park Dedication Fee satisfies the Park Dedication Requirements of the City Code; and

WHEREAS, the City Commission has determined that Owner is financially sound and is able to pay the Park Dedication Fee required by this Agreement; and

WHEREAS, the parties desire to enter into this Agreement setting forth the mutual understandings and undertakings regarding the Park Dedication Fee and Recreational Impact Fee for the Property.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of the City and Owner, and other good and valuable consideration, the parties covenant and agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Payment of Recreational Impact Fees. The Recreational Impact Fee shall be paid on a unit by unit basis upon issuance of building permits for residential dwelling units on the Property, as set forth by Resolution of the City Commission, which may be amended from time to time.

3. Payment of Park Dedication Fees. Within 14 days of the approval of this Agreement by the City, Owner agrees to perform one of the following options:

- (a) Pay \$1,443,992.00 to the City as compensation for the Park Dedication Fee for 320 residential units (based upon Owner's estimate of the number of bedrooms in each unit of the Development, as set forth on the attached Exhibit "B"). During the issuance of building permits, Owner shall keep track of the actual number of bedrooms for each unit and shall submit a spreadsheet with a currently updated tally as part of each permit application. Prior to the issuance of the last building permit, the City shall evaluate the actual land required based on the actual number of bedrooms per unit for the Development. Should the final number of bedrooms per unit for the Development exceed the Owner's estimate (i.e., number of three bedroom units, number of four bedroom units, number of five bedroom units, etc.), then the Owner shall pay to the City the difference in the Park Dedication Fee calculated by using the estimated number of bedrooms originally provided and the Park Dedication Fee calculated by using the actual number of bedrooms per unit for the entire Development. Should the final number of bedrooms per unit for the Development be less than the Owner's estimate, then the City shall refund to the Owner the difference in Park Dedication Fee calculated by using the estimated number of bedrooms provided and the Park Dedication Fee calculated by using the actual number of bedrooms per unit for the entire Development; or
- (b) Post a bond or irrevocable letter of credit with the City for 100 percent of the Owner's contribution for local parks, guaranteeing the payment of the Park Dedication Fees prior to the issuance of a building permit, and pay an administrative fee of three percent of the Park Dedication Fee.

4. Bond or Surety. If Owner elects to post a bond or surety per paragraph 3(b), then Owner shall, within 14 days of approval of this Agreement by the City, in lieu of making the Payment of Park Dedication Fees to the City, provide the City with security in the amount of \$1,443,992.00 by posting with the City a bond or irrevocable letter of credit in a form that is acceptable to the City and which guarantees payment of the Park Dedication Fee, pursuant to City Code, prior to the issuance of the first building permit

for any residential unit on the Property. The parties agree that if the Owner fails to pay the City the Park Dedication Fee prior to the issuance of the first building permit for any residential unit on the Property, the City shall have the right to draw against said security.

Owner shall ensure that Owner's security remains valid and in full force and effect until such time as the Park Dedication Fee is paid. Expiration of the security prior to Owner's satisfaction of these obligations, or notice to the City that security will expire, has been canceled or terminated prior to Owner's satisfaction of the above described obligation, shall constitute a default of this Agreement. The City shall be notified at least 30 days prior to the termination and/or cancellation of the posted security. City agrees to release Owner's security and forward same to Owner within 14 days of payment of the Park Dedication Fee, receipt of an assignment applying Credit Acreage or acceptance of other suitable lands for park purposes.

5. Administrative Fee. Within 14 days of the approval of this Agreement by the City, if Owner elects to post a Bond or Surety per paragraph 3(b) above, then Owner shall pay to City an administrative fee of \$43,319.76 (three percent of the Park Dedication Fee). If Owner makes the payment of Park Dedication Fees in full to the City within 14 days of the approval of this Agreement, this Administrative fee is not owed or due to the City.

6. Satisfaction of City's Land Dedication. The City agrees that compliance with the terms of this Agreement shall satisfy in full the land dedication component of the Park and Recreation Impact Fee obligation to the City as provided in Section 308.11 of the LDC.

7. Remedies. In the event of Owner's default under this Agreement, City shall be entitled to any and all remedies under Florida law and, in addition, shall have the right to stop issuing development permits on the Property, including but not limited to building permits and certificates of occupancy. In the event City defaults under this Agreement, Owner shall have all remedies under Florida law.

8. Termination of Agreement Regarding Park Dedication Fee. This Agreement shall automatically terminate and be of no further force or effect five years after the Effective Date. If, after termination of this Agreement, there remain any platted residential parcels or unplatted Property for which the Park Dedication Fee has not been paid, Owner will be required to enter into a new agreement with City for payment of the Park Dedication Fee for such remaining platted parcels or unplatted Property. The calculation of the Park Dedication Fee for the remaining platted parcels or unplatted Property shall be determined in accordance with the then applicable provisions of the Code and the LDC. Moreover, after termination of this Agreement, the City shall release all letters or credit or bonds held to secure payment of the Park Dedication Fees pursuant to Section 4 of this Agreement.

9. Attorney's Fees. In the event of any disputes and/or litigation arising from this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, including fees for paralegal services and including all appellate levels.

10. Recording. This Agreement shall be recorded in the public records of Broward County, Florida, and shall be binding upon and benefit the City and the Owner's successors and assigns in interest and title.

11. Joinder. Any existing mortgagee must agree and consent to the terms of this Agreement.

12. Entire Agreement. This Agreement, and any exhibits attached hereto, constitute the entire agreement and understanding of all parties to this Agreement with respect to the subject matter of this Agreement, and supersedes all prior discussions, correspondence, oral and written agreements,

17. Amendments and Waivers. No amendment, supplement, modifications or waiver of this Agreement shall be binding unless executed in writing by all of the parties hereto. No waiver of any of these provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided.

18. Assignment. Owner shall not assign its obligations and benefits hereunder without the prior written consent of City, which consent shall not be unreasonably withheld. Should City agree to such assignment, the assignment shall not be valid unless and until a fully executed Agreement is entered into between the City and assignee.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: THE CITY OF MIRAMAR, through its City Commission, signing by and through the City Manager, duly authorized to execute this Agreement following City Commission approval on _____, 2019, and _____, as the duly and properly authorized agent of Owner, and who by signing below warrants and attests that he/she has the legal authority to sign this Agreement and bind the Owner to the terms and conditions thereof.

CITY OF MIRAMAR, a Florida municipal corporation

Attest:

Denise A. Gibbs, City Clerk

By: _____
Vernon Hargray
City Manager

Dated: _____ day of _____, 2019

APPROVED AS TO FORM:

By: _____
City Attorney
Weiss Serota Helfman,
Cole & Bierman, P.L.

SEE ADDITIONAL SIGNATURES ON THE FOLLOWING PAGE

PARK AGREEMENT – FEE IN LIEU OF LAND - ALTIS MIRAMAR BETWEEN THE CITY OF MIRAMAR AND MIRAMAR RED RD WEST OWNER, LLC

OWNER:

MIRAMAR RED RD WEST OWNER, LLC, a Delaware limited liability company

By: Miramar Red Rd West Holdings, LLC, a Delaware Limited Liability Company, its sole Member

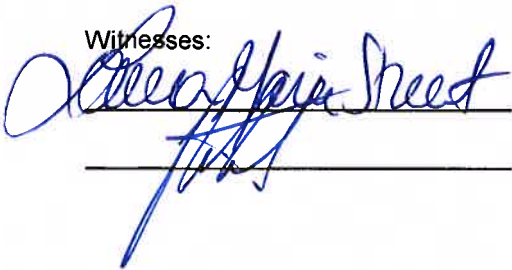
By: Miramar Red Rd Venture LLC, a Delaware Limited Liability Company, its sole Member

By: Altis Miramar Manager, LLC, a Florida Limited Liability Company, its Manager

By: Apartment Development GP, LLC, a Florida Limited Liability company, its Manager

By: Old Tac, Inc., a Michigan Corporation, its Manager

Witnesses:





By: _____
Name: Timothy A. Peterson, its Chief Operating Officer and Vice-President

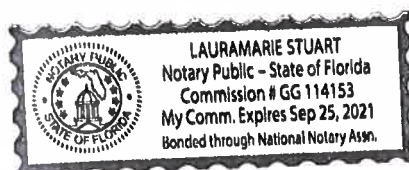
Dated: 11-1-19

(Corporate Seal)

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 1st day of November, 2019, by Timothy A. Peterson, as Chief Operating Officer and Vice-President of Old Tac, Inc., a Michigan Corporation, as Manager of Apartment Development GP, LLC, a Florida limited liability company, as Manager of Altis Miramar Manager LLC, a Florida limited liability company, as Manager of Miramar Red Rd Venture LLC, a Delaware limited liability company, as sole member of Miramar Red Rd West Holdings, LLC, a Delaware limited liability company, as sole member of Miramar Red Rd West Owner, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.





Notary Public
State of Florida
My Commission Expires:

EXHIBIT "A"

SKETCH AND LEGAL DESCRIPTION OF PROPERTY

SURVEYOR'S NOTES

1. The purpose of this sketch is to depict the elements of the description appearing hereon, and is provided as an aid in its depiction. This sketch is not a survey. Uses inconsistent with its intended purpose are prohibited.
2. Measurements shown hereon are expressed in U.S. survey feet and decimal parts thereof.
3. The bearings shown hereon are based on the record plat MIRAMAR RESIDENTIAL PLAT and are relative to the South line of Section 25-51-40, bearing South 89°41'54" West.
4. This drawing is not valid unless bearing the signature and original raised seal of a Florida licensed Surveyor and Mapper. Unsigned copies may be provided for information purposes only.
5. This sketch and description consists of 3 Sheets and each sheet shall not be considered full, valid and complete unless attached to each other.
6. Sun-Tech Engineering, Inc. reserved the right to utilize any and all information obtained in the preparation of this sketch for any other purposes.
7. The undersigned Surveyor has not been provided a current title commitment or abstract of matters affecting boundary or title to the subject property. It is possible that there are instruments which affect the subject property which are unknown to the reviewing Surveyor.
8. Sun-Tech Engineering, Inc. is authorized to provide Surveying and Mapping Services by the State of Florida Department of Business and Professional regulation, License No. LB.7019, pursuant to the provisions of Chapter 472, Florida Statutes.
9. Some features may be drawn "out of scale" for the purposes of clarity. Written dimensions take precedence over scaled dimensions.
10. Sources of information utilized in the preparation of this sketch and description are as follows:
 - A. Record Plat entitled ALTMAN DEVELOPMENT MIRAMAR, Plat Book 183, Page 232, Broward County Records.
 - B. Record Plat entitled THE EVERGLADES SUGAR & LAND CO. SUBDIVISION OF SECTIONS 6,7,18,19,30 AND 31, TOWNSHIP 51 SOUTH, RANGE 41 EAST AND THE EAST HALF OF TOWNSHIP 51 SOUTH, RANGE 40 EAST, Plat Book 2, Page 39, Miami-Dade County Records.
 - C. Record Plat entitled MIRAMAR RESIDENTIAL PLAT, Plat Book 175, Page 84, Broward County Records.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY that the herein captioned Sketch of Description is true and correct to the best of my knowledge and belief, as prepared under my direction, supervision and responsible charge.

Sun-Tech Engineering, Inc.

Date of Preparation: February 21, 2018.

Donald L. Cooper 1.3.2019
 Donald L. Cooper, P.S.M. Date

Professional Surveyor and Mapper
 Florida Registration No. 6269

3813Sk4AltisWestresPLAT.dwg

JOB No.:
 16-3813

DATE	REVISION	BY	CHK.
7/3/2018	REVISED BOUNDARY	VV	DLC
1/02/2019	REVISE BOY & TO RECORD PLAT	VV	DLC

STE Sun-Tech
Engineering, Inc.
 Engineers • Planners • Surveyors

4577 Nob Hill Road, Suite 102
 Sunrise, FL 33351
 www.suntecheng.com

Certificate of Auth. #7097/LB 7019
 Phone (954) 777-3123
 Fax (954) 777-3114

DESCRIPTION - Altis West

A parcel of land being a portion of Tract A, **ALTMAN DEVELOPMENT MIRAMAR**, according to the Plat thereof, as recorded in Plat Book 183, Page 232, of the Public Records of Broward County, Florida, being more particularly described as follows:

BEGIN at the southwest corner of said Tract A; thence along the westerly line of said Tract A, North 32°14'35" East, 1050.29 feet; thence South 57°45'25" East, 633.00 feet; thence North 32°14'35" East, 18.00 feet; thence South 57°45'25" East, 169.53 feet to a point on the arc of a non-tangent curve, (a radial line through said point bears South 63°21'07" East); thence southwesterly along the arc of said curve being concave to the northwest, having a radius of 606.00 feet, a central angle of 27°46'15", an arc distance of 293.73 feet; thence tangent to said curve, South 54°25'08" West, 231.94 feet to a point on the arc of a tangent curve; thence southwesterly along the arc of said curve being concave to the southeast, having a radius of 119.00 feet, a central angle of 54°43'14", an arc distance of 113.65 feet; thence tangent to said curve, South 00°18'06" East, 16.62 feet to an intersection with the South line of said Tract A; thence along said line, South 89°41'54" West, 81.08 feet; thence along said line, South 00°18'06" East, 1.02 feet; thence along said line, South 89°41'54" West, 740.33 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Miramar, Broward County, Florida and containing 13.9338 acres, 606,958 square feet, more or less.

EXHIBIT "B"

**ESTIMATE OF NUMBER OF BEDROOMS
IN EACH UNIT OF THE DEVELOPMENT**

EXHIBIT "B"

PARK ACREAGE CALCULATION FOR ALTIS MIRAMAR

Number of bedrooms	Number of units	Total number of persons/du	No. of people	Total number of Acres required (4acres/1000 persons)
1	100	1.125	112.5	0.45
2	196	2.075	406.7	1.6268
3	24	3.025	72.6	0.2904
Total	320		591.8	2.3672

Price per acre mutually agreed between City and Owner

\$610,000.00

Park Impact Fee = Price per acre x Required Park acreage

\$1,443,992.00

THIS INSTRUMENT SHOULD
BE RETURNED TO:

Denise Gibbs, City Clerk
City of Miramar
2300 Civic Center Place
Miramar, FL 33025

LIMITED LIABILITY COMPANY AFFIDAVIT
For MIRAMAR RED RD WEST OWNER LLC

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Timothy A. Peterson ("Affiant") having an address of The Altman Companies, LLC, 1515 South Federal Highway, Boca Raton, FL 33432, who after being first duly sworn by me, deposes and says:

1. That Miramar Red Rd West Owner LLC, a Delaware Limited Liability Company (the "Company") was formed pursuant to and in accordance with the laws of the State of Delaware, as set forth in the Articles of Organization filed with the Delaware Secretary of State on April 25, 2019, and the Operating Agreement (collectively, the "Company Organizational and Operating Documents") was adopted thereafter. That the Company is a member-managed limited liability company, and any Member of the Company acting alone has the authority to execute all conveyances, notes, mortgages, encumbrances and any other instruments of or affecting the Company property and to otherwise bind the Company.

2. That the Company's sole Member is Miramar Red Rd West Holdings LLC, a Delaware Limited Liability Company (hereinafter: "Miramar Red Rd West Holdings") which was formed pursuant to and in accordance with the laws of the State of Delaware, as set forth in the Articles of Organization filed with the Delaware Secretary of State on April 25, 2019, and the Operating Agreement (collectively, the "Miramar Red Rd West Holdings Organizational and Operating Documents") was adopted thereafter. That Miramar Red Rd West Holdings is a member-managed limited liability company, and any Member of Miramar Red Rd West Holdings acting alone has the authority to execute all conveyances, notes, mortgages, encumbrances and any other instruments of or affecting the Company and to otherwise bind the Miramar Red Rd West Holdings.

3. That Miramar Red Rd West Holdings' sole Member is Miramar Red Rd Venture LLC, a Delaware Limited Liability Company (hereinafter: "Miramar Red Rd Venture") which was formed pursuant to and in accordance with the laws of the State of Delaware, as set forth in the Articles of Organization filed with the Delaware Secretary of State on April 25, 2019, and the Operating Agreement (collectively, the "Miramar Red Rd Venture Organizational and Operating Documents") was adopted thereafter. That Miramar

Red Rd Venture is a manager-managed limited liability company, and any Manager of Miramar Red Rd Venture acting alone has the authority to execute all conveyances, notes, mortgages, encumbrances and any other instruments of or affecting the Miramar Red Rd West Holdings and to otherwise bind the Miramar Red Rd Venture.

4. That Miramar Red Rd Venture's Manager is Altis Miramar Manager, LLC, a Florida Limited Liability Company (hereinafter: "Altis Miramar") which was formed pursuant to and in accordance with the laws of the State of Florida, as set forth in the Articles of Organization filed with the Florida Secretary of State on February 26, 2018, and the Operating Agreement (collectively, the "Altis Miramar Organizational and Operating Documents") was adopted thereafter. That Altis Miramar is a manager-managed limited liability company, and any Manager of Altis Miramar acting alone has the authority to execute all conveyances, notes, mortgages, encumbrances and any other instruments of or affecting Miramar Red Rd Venture and to otherwise bind the Altis Miramar.

5. That Altis Miramar's Manager is Apartment Development GP, LLC, a Florida Limited Liability Company (hereinafter: "Apartment Development") which was formed pursuant to and in accordance with the laws of the State of Florida, as set forth in the Articles of Organization filed with the Florida Secretary of State on January 18, 2006, and the Operating Agreement (collectively, the "Apartment Development Organizational and Operating Documents") was adopted thereafter. That Apartment Development is a manager-managed limited liability company, and any Manager of Apartment Development acting alone has the authority to execute all conveyances, notes, mortgages, encumbrances and any other instruments of or affecting the Altis Miramar and to otherwise bind the Apartment Development.

6. That Apartment Development's Manager is Old Tac, Inc., a Michigan Corporation (hereinafter: "Old Tac") which was formed pursuant to and in accordance with the laws of the State of Michigan, as set forth in the Articles of Incorporation filed with the Michigan Secretary of State on June 28, 1985, and the By-Laws (collectively, the "Old Tac Organizational and Operating Documents") was adopted thereafter. That Old Tac is a managed by officers and a board of directors, and the President or Vice-President has the authority to execute all conveyances, notes, mortgages, encumbrances and any other instruments of or affecting Apartment Development and to otherwise bind the Old Tac.

7. That Timothy A. Peterson is the Vice-President of Old Tac, Inc., a Michigan Corporation, and is authorized to sign instrument and bind Old Tac.

8. That the Company, Altis Miramar and Apartment Development, are all presently in existence and in good standing under the laws of the State of Florida, and that the Company, Miramar Red Rd West Holdings, and Miramar Red Rd Venture, are all presently in existence and in good standing under the laws of the State of Delaware. That Old Tac is presently in existence and in good standing under the laws of the State of Michigan.

8. That the Company, Altis Miramar, Apartment Development, and Old Tac, are all registered with and authorized by the Florida Secretary of State to transact business in the State of Florida.

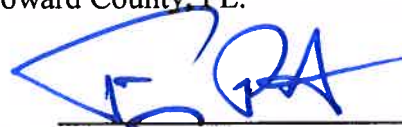
9. That the Company Organizational and Operating Documents, the Miramar Red Rd West Holdings Organizational and Operating Documents, the Miramar Red Rd Venture Organizational and Operating Documents, the Altis Miramar Organizational and Operating Documents, the Apartment Development Organizational and Operating Documents, and the Old Tac Organizational and Operating Documents, are all in full force and effect and have not been amended, modified or revoked.

10. That neither the Company, Miramar Red Rd West Holdings, Miramar Red Rd Venture, Altis Miramar, Apartment Development, Old Tac, nor Timothy A. Peterson, are a debtor in a bankruptcy proceeding.

11. This affidavit is given pursuant to Sections 605.0110 and 605.04074, Florida Statutes.

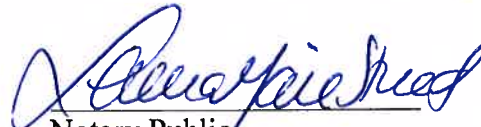
12. That this affidavit is given to induce reliance by the City of Miramar, a Florida Municipal Corporation, with regard to the execution of Revocable License Agreement To Encroach into Easement, Park Agreement – Fee in Lieu of Land – Altis Miramar, Perpetual Landscape Maintenance Agreement, a Traffic Signalization Agreement, and other development related agreements, all with the City of Miramar, which will encumber all of, or portions of real property owned by the Company, described as Tract A, Altman Development Miramar, according to the plat thereof, as recorded in Plat Book 183, Pages 232-233, Public Records of Broward County, FL.

FURTHER AFFIANT SAYETH NOT.



Timothy A. Peterson

The foregoing instrument was sworn to and acknowledged before me this 1st day of November, 2019, by Timothy A. Peterson, who is personally known to me or _____ who produced _____ as identification.



Notary Public
State of Florida
My Commission Expires:

LOCATION MAP

