

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

Exhibit A

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. H.
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. CONCURRENTLY 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 Area-wide 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 sits, 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:

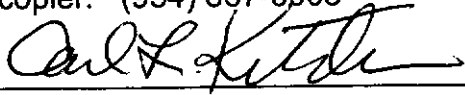
County Administrator and
Ex-Officio Clerk of the
Board of County Commissioners
of Broward County, Florida

**BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS**

By John Farrah Chair

24th day of Sept., 2012 (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

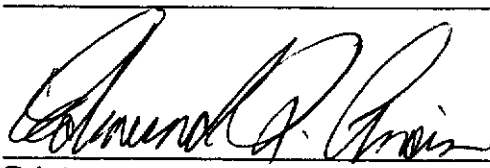
1/10/00

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

LANDOWNER-INDIVIDUAL

Witnesses:

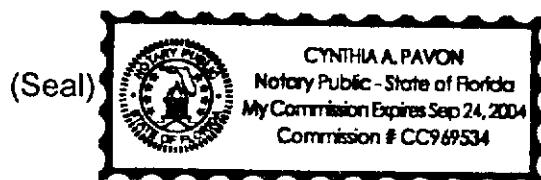

Print name: Madeline Curbo

Print name:
Patrick Walker


Print name: Edmund N. Ansin
Address: P.O. Box 610727
North Miami, FL 33261-0727
25th day of July, 2002 (date)

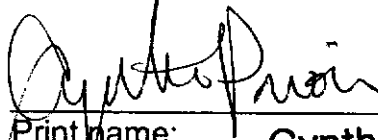
ACKNOWLEDGMENT - INDIVIDUAL

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:


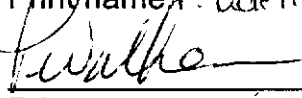

Print name: Cynthia A. Pavon


My commission expires: September 24, 2004

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

LANDOWNER-INDIVIDUAL

Witnesses:


 Print name: Madeline Curbo

 Print name: Brock Walker


 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

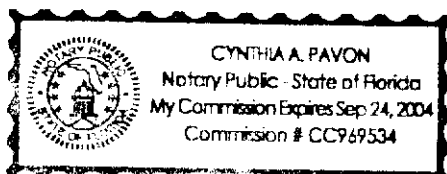
25th day of July, 2002 (date)

ACKNOWLEDGMENT - INDIVIDUAL

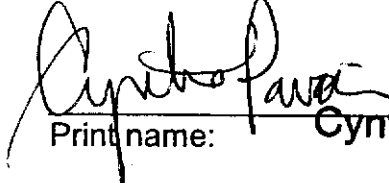
STATE OF FLORIDA)
) SS.
 COUNTY OF MIAMI-DADE

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 _____.

(Seal)



NOTARY PUBLIC:


 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):

Madeline Carbo
Print name: Madeline Carbo

Prorick Walker
Print name: Prorick Walker

Cleghorn Shoe Corp.

(Name of corporation/partnership)

By *Edmund N. 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

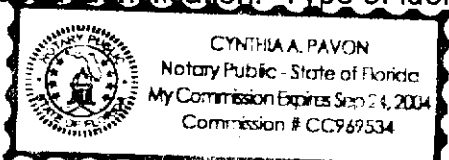
STATE OF FLORIDA)
) SS.
COUNTY OF MIAMI-DADE)

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 _____.

(Seal)



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):

[Signature]
Print name: Madeline Curbo

[Signature]
Print name:

Patrick Walker

Sunbeam Development Corporation

(Name of corporation/partnership)

By [Signature]

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):

[Signature]
Secretary

(CORPORATE SEAL)

ROGER METCALF
(Name of Secretary)

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

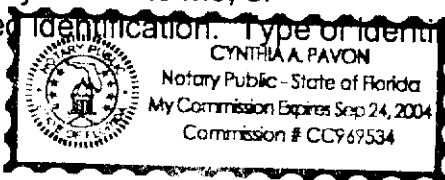
STATE OF FLORIDA)
) SS.
COUNTY OF MIAMI-DADE

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


[Signature]
Print name:

Cynthia A. Pavon

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

CITY


CITY OF MIRAMAR



Witness signature

Kemi N. Moore

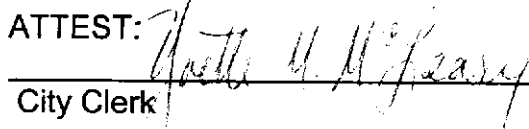
Witness name printed



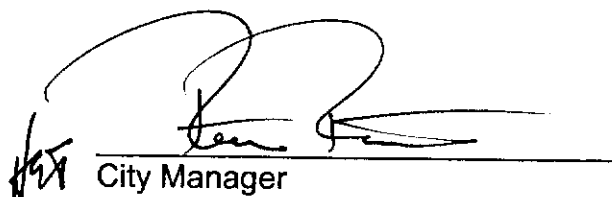
Witness signature

Nawa N. Barrett-Forbes

Witness name printed

ATTEST: 

City Clerk

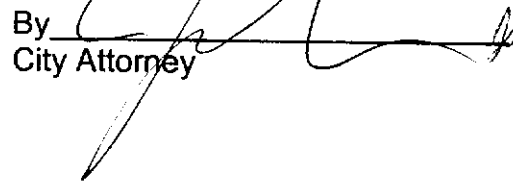


City Manager

1 day of August, 2002 (date)

CORPORATE SEAL

APPROVED AS TO FORM:

By 

City Attorney

STATE OF FLORIDA)

COUNTY OF BROWARD)

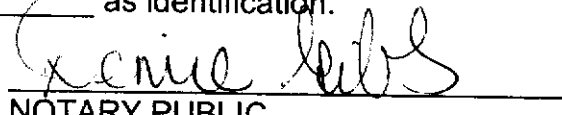
SS

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:

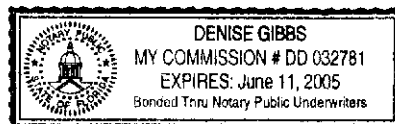
June 11, 2005

Commission No. DD032781



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 AREAWIDE 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 EVERGLADES 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 (SW1/4), 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

C:\My Documents\BFLANSIN\Areawide\Increment 1\LEGAL DESCRIPTION.doc

EXHIBIT BTRAFFIC 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)	
• Miramar Parkway, second EBRT lane to I-75 southbound ramp beginning 1,000 feet west of Dykes Road; and	3,971
• Miramar Boulevard, Hiatus Road to Red Road (add 2L to make 4L); and	3,971
• Miramar Boulevard, Red Road to Old Flamingo Road (add 2L to make 4L)	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, 2641.64 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, 460.05 feet to a point; thence North $89^{\circ} 45' 22''$ East, 479.88 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, 415.27 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, 416.25 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° 47' 15" East, along the West line of the Northwest 1/4 of said Section 36, for 1850.36 feet; thence run North 89° 38' 26" East for 150.06 feet to the East right-of-way line of Flamingo Road; thence continue North 89° 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° 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° 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° 47' 15" East for 430.03 feet; run South 89° 38' 26" West for 694.21 feet to the point of beginning.

Said lands lying within Broward County, Florida

C:\My Documents\BFI\ANSIN\Areawide\Increment II\LEG DESC-EXH-C-TRAFFIC.CONCURRENCY

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.