

**Exhibit 1**

Board of County Commissioners, Broward County, Florida  
Environmental Protection and Growth Management Department  
Development and Environmental Regulation Division  
**DEVELOPMENT REVIEW REPORT**

PROJECT DESCRIPTION		Agenda Number	
Name:	WATERVIEW	Number:	019-MP-09
Applicant:	Foxcroft, LLC, Foxcroft Industrial Property, Inc., & Waterview Rental Apartments, LLC	Comm. Dist.:	8
Agent:	Calvin, Giordano & Associates, Inc.	Sec/Twp/Rng:	29-51-41
Location:	North Side of Homestead Extension Florida Turnpike, between Palm Avenue and Douglas Road	Platted Area:	133.204 Acres
City:	Miramar	Gross Area:	N/A
Replat:	N/A		

**LAND USE**

Existing Use:	Abandoned Golf Course	Effective Plan:	Miramar
Proposed Use:	300 Single Family Detached Units; 256 Low-Income and 64 Very Low-Income Garden Apartments; and 550,000 Sq. Ft. Warehouse	Plan Designation:	Employment Center, Commercial Recreation, Low-Medium (10) Residential. See attached comments from the Planning Council.
Adjacent Uses:		Adjacent Plan Designations:	
North:	Multi-family Residential, Commercial	North:	Low-Medium (10) Res., Irregular (19.9) Res.
South:	Homestead Turnpike Extension	South:	Employment Ctr., Transp., Office Park, Comm. Rec.
East:	Church, School, Multi-family Res.	East:	Office Park, Commercial, Low-Medium (10) Res., Commercial Rec., Irregular (19.9) Res.
West:	Warehouse, Office, Single Family Res.	West:	Low-Medium (10) Res., Irregular (19.9) Res., Commercial Rec., Employment Center
Existing Zoning:	RS7, RM25, CF, PID, (OS/PID)	Proposed Zoning:	N/A

**RECOMMENDATION (See Attached Conditions)**

<b>DENIAL:</b> Until a School Capacity Availability Determination is received from the Broward County School Board. See Staff Comment No. 5 and Finding No. 2.
<b>DENIAL:</b> Until the amended Declarations of Restrictive Covenants related to Land Use Plan Amendment PC 07-5 are recorded. See Staff Comment No. 31.

Meeting Date: 08/31/10  
Action Deadline: 09/14/10  
Deferral Dates: 08/10/10

Prepared: SMH  
Reviewed:  
Approved:

SERVICES

Wastewater Plant:	Miramar (06/10)	Potable Water Plant:	Miramar (07/05)
Design Capacity:	8.4000 MGD	Design Capacity:	13.2000 MGD
12-Mo. Avg. Flow:	7.2600 MGD	Peak Flow:	11.9000 MGD
Est. Project Flow:	0.2250 MGD	Est. Project Flow:	0.0556 MGD

Comments: Sufficient capacity exists at this time.    Comments: Sufficient capacity exists at this time.

SCHOOLS

Dwelling Units	Impact Fee
620	*

\* See Staff Comments No. 5 & 7  
See Finding No. 2

PARKS

	Land Dedication	Impact Fee	Admin. Fee
Local:	County conducts no local review within municipalities	N/A	N/A
Regional:	2.88 Acres	*	\$4,800.00*

\* See Staff Comments No. 6 & 7  
See Staff Recommendations No. 38, 39 & 40

TRANSPORTATION

Concurrency Zone: South Central	Trips/Peak Hr	Transit Concurrency Fee	Road/Admin. Fee
Res. Uses:	495	*	N/A
Non-res. uses:	396	*	N/A
Total:	891	*	N/A

\* See Staff Comments No. 4 & 7  
See Finding No. 1  
See Staff Recommendation No. 40

WATERVIEW  
019-MP-09

STAFF COMMENTS

- 1) Staff findings and recommendations pertaining to this plat are based on the uses being 256 low-income garden apartments (88 one-bedroom, 136 two-bedroom and 32 three-bedroom) and 64 very low-income garden apartments (32 one-bedroom, 28 two-bedroom and 4 three-bedroom) on Parcel A; 550,000 square feet of warehouse use on Parcel B; wetlands on Parcels C-1 and C-2; ancillary use to residential development on Parcels D, E and H; 300 single family detached units (180 three-bedroom and 120 four-bedroom) on Parcel F; and no development on Parcel G.

**In accordance with Ordinance 2008-11, effective June 2, 2008, garden apartments are defined as three (3) or more attached dwelling units in a two (2) or three (3) residential story building with each unit being only one (1) residential story.**

- 2) This application indicates that the residential units will be restricted by bedroom type. Therefore, the applicant will be required to submit copies of the floor plans for the different type of units prior to acceptance of an impact fee payment. The applicant is advised that the definition of a bedroom, as defined in the Land Development Code, is *a room which complies with the light and ventilation and minimum dimensions for sleeping rooms requirements as set forth within the South Florida Building Code, Broward Edition or applicable successor building code and which room has an area for a closet whether or not such closet area has permanent or temporary doors.*
- 3) Trafficways approval is valid for 10 months. Approval was received on September 24, 2009. A 2-month extension has been granted and approval will expire on September 24, 2010. This plat has been scheduled for Trafficways re-approval on August 26, 2010.
- 4) This plat is located within a Transportation Concurrency Management Area. In accordance with Land Development Code amendments adopted April 26, 2005, transportation concurrency fees will be assessed and paid in accordance with the fee schedule specified in the ordinance during the review of construction plans submitted for County Environmental Review Approval. For the warehouse use, these fees shall be based on the gross square footage of any building(s) as defined in the ordinance.
- 5) In 2005, Senate Bill 360 amended Chapters 163 and 1013, Florida Statutes, making the availability of public schools a prerequisite for the approval of residential plats and site plans. In accordance with SB 360, Broward County adopted an amendment to the Broward County Comprehensive Plan relating to school concurrency that became effective on April 18, 2008.

This plat generates more than one student at one or more levels (i.e., elementary, middle and high), and in accordance with Section 5-182(m)(1)a) of the Land Development Code, is subject to the requirements of public school concurrency.

This property, excluding Parcel C-1, was the subject of Broward County Land Use Plan Amendment PC 07-5, adopted by the Broward County Commission on September 11, 2007, subject to several voluntary commitments, including restricting the residential portion of the development to 320 adult affordable high rise units and 468 townhouse units. **An amended Declaration of Restrictive Covenants (attached) revising the development restriction to permit 620 dwelling units consisting of 320 affordable garden apartment and 300 single family detached units was approved by the County Commission on June 15, 2010. However, as of this writing, the amended Declaration of Restrictive Covenants has not yet been recorded. School Board staff has received a Public School Impact Application (PSIA) for this plat, but cannot issue a School Capacity Availability Determination until this Declaration of Restrictive Covenants, as well as the attached amended Declaration of Restrictive Covenants addressing mitigation of the additional student impacts of the new residential units, are recorded. Therefore, this plat must be recommended for DENIAL until a School Capacity Availability Determination is received from the Broward County School Board.**

- 6) In accordance with Land Development Code amendments adopted September 22, 2009, regional park impact fees will be assessed and paid in accordance with the fee schedule specified in the ordinance and during the review of construction plans submitted for County Environmental Review Approval.
- 7) The 320 garden apartments proposed on this plat have been certified by the Housing Finance and Community Development Division as a combination low and very low income housing project (see the attached letter from the Housing Finance and Community Development Division). These low and very low income units qualify for a waiver of transportation concurrency fees and park impact and administrative fees. Staff recommends that the alternate source of funding for the transportation concurrency fees (**\$250,601.00**) be the transportation concurrency fee waiver fund set aside in accordance with Section 5-182(a)(5)a)4) of the Land Development Code, and the alternate source of funding for the park impact and administrative fees (**\$87,160.00** and **\$3,360.00** respectively), be the Parks and Open Space Trust Fund. As of this writing, the applicant has not submitted a resolution from the School Board of Broward County approving a waiver of school impact fees for these dwelling units and no waiver can be granted without a resolution. See Staff Recommendations 38, 39 and 40.
- 8) Surface water management plans for this plat must meet the criteria of the South Broward Drainage District. A surface water management permit must be obtained from this District prior to any construction.
- 9) The Water Engineering and Licensing Section of the Broward County Development and Environmental Regulation Division has advised that a Wastewater Collection/Transmission System License will be required prior to constructing, expanding or altering either a gravity sanitary sewer, a sanitary force

main or a pump station, per Chapter 27, Article V of the Broward County Code of Ordinances regarding Water Resource Management. Wastewater receiving lift stations and force mains are critical components of the conveyance system. As part of the licensing process, adequate capacity will need to be demonstrated for the receiving off-site sanitary sewer conveyance system. For additional information, please contact the Water Engineering and Licensing Section at 954-519-1483.

- 10) Review of available information by staff of the Aquatic and Wetlands Resources Section of the Development and Environmental Regulation Division indicates that, at this time, there are no wetlands within the boundaries of the plat. Therefore, a Conceptual Dredge and Fill Review Report is not required. Based upon the present conditions within the site, filling of the land area will not require an Environmental Resource License. However, **an Environmental Resource License Application, No. 10-1036, has been submitted to the Aquatic and Wetlands Resources Section to create an approximate 17.5 acre wetland mitigation bank for future projects proposing wetland impacts. This application is currently under review.** Other activities, e.g., lake or canal excavation, regulated under Article XI of the Natural Resource Protection Code may also require a license. The applicant is encouraged to contact the Aquatic and Wetlands Resources Section at the earliest time to determine if, and what type of, license may be required prior to undertaking surface disturbing activities.
- 11) This proposed development contains or abuts water bodies or will be creating same. Excavation or filling of lakes or canals is regulated under Article XI of the Natural Resource Protection Code and may require an Environmental Resource License. Design criteria shall be in compliance with Section 27-337 which requires that lake slopes be a minimum of 4:1 (H:V) to a depth of two (2) feet below the average dry season low water elevation as demonstrated by water management district or county maps. Littoral areas should be constructed and designed to encourage the growth of native, aquatic vegetation to improve filtration of runoff and to increase biological productivity per South Florida Water Management District and Broward County surface water management requirements.
- 12) The Aquatic and Wetlands Resources Section encourages that all invasive exotic vegetation including Melaleuca, Brazilian-pepper, Australian pine and others as listed in the Exotic Pest Plant Council's List of Florida's Most Invasive Species be removed during the development process, and advises that a management plan may be necessary to control re-invasion of same. In addition, landscape materials should not include any plants considered to be invasive of South Florida's native plant communities. The Exotic Pest Plant Council's List of Florida's Most Invasive Species is available from the Aquatic and Wetlands Resources Section of the Development and Environmental Regulation Division.
- 13) At this time, this site is not included in the Conservation Land, Green Space or Open Space Inventory. However, Conservation Land Site CL-257 ("Miramar Pineland ESL Addition") is located across Douglas Road from this plat and has been acquired through the 2000 Safe Parks and Land Preservation Bond Program.

- 14) Any development within the plat limits is subject to the City of Miramar's Tree Preservation Code for tree removal, relocation and/or replacement.
- 15) An Environmental Resource License may be required for any activities regulated under Article XI of the Natural Resource Protection Code. Contact the Aquatic and Wetlands Resources Section of the Development and Environmental Regulation Division for specific license requirements.
- 16) A demolition notice may be required from the Environmental Review Section of the Development and Environmental Regulation Division.
- 17) Any discharges to ground or surface waters, excluding stormwater, will require review and approval by the Water Engineering and Licensing Section of the Development and Environmental Regulation Division prior to discharge.
- 18) A Parking Facility License may be required. Contact the Broward County Pollution Prevention, Remediation and Air Quality Division for specific license requirements.
- 19) A Broward County Hazardous Material License may be required. Contact the Pollution Prevention, Remediation and Air Quality Division for specific license requirements.
- 20) All future industrial uses must be approved by the Pollution Prevention, Remediation and Air Quality Division.
- 21) A Storage Tank License may be required. Contact the Pollution Prevention, Remediation and Air Quality Division for specific license requirements.
- 22) The subject plat is in the vicinity of known contaminated sites and the following should be noted: For any site that overlies or contains potential or actual sources of pollution to ground or groundwater, approval of an application for a building permit or approval to construct or alter shall not be granted until the Pollution Prevention, Remediation and Air Quality Division is satisfied that the construction or alteration will not interfere with the cleanup of the contaminants on site [Section 27-66(h) Broward County Code of Ordinances]. It should also be noted that the Pollution Prevention, Remediation and Air Quality Division must approve any dewatering activities at this site.
- 23) The subject plat includes land historically used as a golf course. Golf courses have a high potential for arsenic contamination. Under the authority of Section 27-66(h) of the Broward County Natural Resource Protection Code, the Pollution Prevention, Remediation and Air Quality Division has the authority to withhold environmental review approval for any building permits or approvals to develop, construct, or alter any site that contains potential sources of pollution. Note that when any building or development plans are submitted to Broward County for environmental review, the environmental review approval will be withheld until the Pollution Prevention, Remediation and Air Quality Division has reviewed the environmental assessment for the golf course and determined that the building or development will not interfere with cleanup of any potential contaminants at the site or exacerbate any potential on-site contamination.

- 24) Plat approval does not infer any approval to connect to any wastewater collection, treatment, or disposal system. Nor does it infer that sufficient capacity will exist at time of building permit approval. Approval to connect to such systems is approved by the Environmental Review Section of the Development and Environmental Regulation Division as a prerequisite to, and just prior to, approval of building permits by the appropriate building department for any structures that are to be built on the platted site. These comments do not indicate waiver of approval of any other permit that may be required for other aspects of the project.
- 25) This property is within 20,000 feet of North Perry Airport. Any proposed construction on this property or use of cranes or other high-lift equipment must be reviewed to determine if Federal Aviation Regulation Part 77, Florida Statutes, Chapter 333 and/or the Broward County Airport Zoning Ordinance apply. Based on the location of the proposed project, the FAA may need to review to determine whether the project is a potential hazard to aviation. To initiate the Federal Aviation Review, access the FAA Web Page at: <http://oeaaa.faa.gov/oeaaa/external/portal.jsp>. For additional information, contact the Broward County Aviation Department at 954-359-2291.
- 26) The Broward County Historical Commission staff notes that this parcel was identified for an archaeological reconnaissance survey as a condition of Land Use Plan Amendment PC 07-05, approved by the County Commission on September 11, 2007. The results of this survey, submitted by the archaeological consultant in April 2009, and a review of the plat application have determined that no significant historical or archaeological resources exist on this site. Therefore, no further archaeological survey or monitoring is recommended by the Historical Commission. However, in the event that any unanticipated archaeological features or artifacts are discovered, the Historical Commission must be notified within 24 hours. If any unmarked human burial remains are discovered, then work in the vicinity of the burial find must halt immediately, until a determination can be made pursuant to FS Chapter 872, by either the state archaeologist or the county medical examiner, regarding the disposition of the remains. In addition, pursuant to Section 5-305, Ordinance No. 92-38 entitled "Protection and Preservation of Archaeological Sites Discovered During the Development Process," in the event that future artifacts are uncovered during development activities, said activities shall be discontinued in the immediate vicinity of the discovery site and the procedures set forth in the aforementioned ordinance shall be initiated. For additional information, contact County Archaeologist Matthew De Felice at 954-357-5506.
- 27) This site is currently serviced on Douglas Road by BCT Route # 2.
- 28) The recommendations of the Highway Construction and Engineering Division for this plat may be modified if significant conflicts are identified by details included in the submitted construction plans.
- 29) This plat has been evaluated by staff of the Public Works Department for the relationship between the impact of the proposed development and the right-of-way dedications required by the Broward County Land Development Code ("rational nexus test"). Staff has determined that the proposed development meets the

threshold test for rational nexus and this report includes right-of-way dedication requirements.

- 30) The access recommendations contained in this Development Review Report are based on the elimination of the existing Foxcroft Road access to Douglas Road and construction of a new access roadway connecting to Douglas Road approximately 325 feet to the north (275 feet south of the northeast corner of the LAURELTON PARK plat, Plat Book 141 Page 20). The new roadway will provide access to the single family portion of the plat. In order to implement the alternative, the existing road right-of-way must be eliminated and a new right-of-way created. The existing access road is constructed on land described in the "Deed of Right-of-Way" as recorded in OR 9160, Page 400, and a property exchange between the City of Miramar and the owner of the LAURELTON PARK plat has been recommended by County staff as one method of creating the new access. In addition, an amendment to the platted non-vehicular access line on LAURELTON PARK will be required (See Staff Recommendation 3).
- 31) This plat (except for Parcel C-1) was the subject of Broward County Land Use Plan Amendment PC 07-5, which was adopted by the Broward County Commission on September 11, 2007, subject to the following voluntary commitments, effectuated via recorded Declarations of Restrictive Covenants:
- Restricting development to 788 dwelling units consisting of 320 adult affordable high rise units and 468 townhouse units and 555,000 square feet of warehouse space (O.R. Book 45090, Page 1239);
  - Paying the costs per student station fees for the additional middle and high school students generated by the proposed development (O.R. Book 45851, Page 1259); and
  - Constructing second northbound and southbound left turn lanes and optimizing the signalization at the intersection of Miramar Parkway and Palm Avenue (O.R. Book 46517, Page 24).

On June 15, 2010, the Broward County Commission approved the attached amended Declaration of Restrictive Covenants (DRC) for the residential portion of the property, permitting 620 dwelling units (consisting of 320 affordable garden apartments and 300 single family detached units) in addition to the 555,000 square feet of warehouse space, which is consistent with the new proposed development mix.

At that time, the Board also required the applicant to record the attached amended DRC for school impact mitigation as well as the attached DRC requiring the payment of \$483,000 (in addition to the payment of transportation concurrency fees) to mitigate the additional traffic impacts of the revised residential development. A requirement of approval was that these three Declarations be recorded prior to the approval of this plat. As of this writing none of these Declarations have been recorded. As a result, this plat must be recommended for DENIAL. See the attached comments from the Broward County Planning Council.

- 32) This plat was deferred at the applicant's request from the Commission meeting of August 10, 2010. See Staff Recommendation No. 41.

## FINDINGS

- 1) This plat is located within the South Central Transportation Concurrency Management Area. This district meets the regional transportation concurrency standards specified in Section 5-182(a)(5)a) of the Land Development Code.
- 2) This plat has plat generates more than one student at one or more levels (i.e., elementary, middle and high), and in accordance with Section 5-182(m)(1)a) of the Land Development Code, is subject to the requirements of public school concurrency. This plat must be recommended for DENIAL until a School Capacity Availability Determination is received from the Broward County School Board.
- 3) This plat satisfies the solid waste disposal concurrency requirement of Section 5-182(h) of the Broward County Land Development Code.
- 4) This plat satisfies the regional park concurrency requirement of Section 5-182(i) of the Broward County Land Development Code.

## STAFF RECOMMENDATIONS

### NON-VEHICULAR ACCESS LINE REQUIREMENTS

It is the express intent of this non-vehicular access line to eliminate all proposed openings and existing driveways not specifically delineated in the following comments:

- 1) Along the Homestead Extension of the Florida Turnpike.
- 2) Along the ULTIMATE right-of-way of Douglas Road, except at a 60-foot opening to the multifamily portion of this project with centerline located approximately 190 feet north of the south plat limits. This opening will be restricted and labeled on the plat: "OUTBOUND LEFT TURNS ARE PROHIBITED." Said non-vehicular access line shall extend west along the access easement at the 60-foot opening for a minimum of 50 feet.
- 3) As noted in Staff Comment 30 above, access to the single family portion of this plat shall be provided via a new access roadway over the northern portion of the LAURELTON PARK plat (Plat Book 141 Page 20) and connecting to Douglas Road approximately 275 feet south of the northeast corner of the LAURELTON PARK plat. Prior to recordation of the WATERVIEW plat, an amendment to the non-vehicular access line on the LAURELTON PARK plat must be approved and recorded, closing the platted 60-foot opening, and creating a new 100-foot opening onto Douglas Road centered 275 feet south of the northeast corner of the LAURELTON PARK plat. (This opening is also located approximately 525 feet south of the centerline of the northern access to Miramar High School.) The amended non-vehicular access line on LAURELTON PARK will be required to include the corner chords and extend west along the new access roadway for a minimum of 100 feet.

## ACCESS EASEMENT REQUIREMENTS

- 4) Provide a 60-foot wide by 75-foot deep ingress/egress easement in the 60-foot opening on Douglas Road. The dimensions may be modified to more closely approximate the proposed driveway dimensions. Any proposed modifications are subject to the review and approval of the Highway Construction and Engineering Division prior to plat recordation.
- 5) Provide a 24-foot wide access easement connecting between the 60-foot opening and Parcels H, A and G. Prior to plat recordation, the design is subject to the review and approval of the Highway Construction and Engineering Division.

## RIGHT-OF-WAY REQUIREMENTS (By Separate Instrument)

- 6) Prior to plat recordation, a document that provides for elimination of the existing alignment of Foxcroft Road and the creation of a new access road right-of-way between the single family portion of the WATERVIEW plat and the new 100-foot opening onto Douglas Road (centered 275 feet south of the northeast corner of the LAURELTON PARK plat) must be executed and recorded. The geometry of the new right-of-way is subject to the review and approval of the Highway Construction and Engineering Division, and must be illustrated with recording information on the Waterview plat prior to recordation.
- 7) Right-of-way for a southbound right turn lane on Douglas Road at the 100-foot opening with 150 feet of storage and 100 feet of transition.

Include the area bounded by the entrance radii: (265 feet from the south limits of the 100-foot opening to the beginning of the storage/end of the transition).

- 8) Right-of-way for corner chords based on 35-foot radii on both sides of the 100-foot opening for the new access roadway.

## RIGHT-OF-WAY REQUIREMENTS (Dedicate)

- 9) Five (5) feet of right-of-way to comply with the Broward County Trafficways Plan on Douglas Road, a 110-foot Arterial.
- 10) Right-of-way for that part of a southbound right turn lane on Douglas Road at the 60-foot opening that lies within the plat limits with 200 feet of storage and 100 feet of transition.

Include the area bounded by the entrance radii: (267 feet from the south limits of the 60-foot opening to the beginning of the storage/end of the transition).

## ACCESS REQUIREMENTS

- 11) The minimum distance from the non-vehicular access line of Douglas Road, at any driveway in the 60-foot opening, to the outer edge of any interior service drive or parking space with direct access to such driveway shall be 50 feet.

- 12) For the two-way driveway that will be centered in a 60-foot opening: the minimum pavement width shall be 24 feet, the minimum entrance radii shall be 30 feet.
- 13) The minimum distance from the non-vehicular access line (NVAL) of Douglas Road, at any driveway in the 100-foot opening, to the outer edge of any interior service drive or parking space with direct access to such driveway shall be 100 feet.
- 14) Any driveway in the 100-foot opening shall be centered in the opening, shall consist of a minimum of two egress lanes, each 12 feet in width, and one 16-foot wide ingress lane, with minimum entrance radii of 35 feet.

#### TRAFFICWAYS IMPROVEMENTS (Secure and Construct)

- 15) The removal of the driveway onto Douglas Road that is constructed within the 60-foot opening delineated on the plat of Laurelton Park (Plat Book 141, Page 20).
- 16) Construction of a new driveway within the new 100-foot opening to the LAURELTON PARK plat. The new driveway shall be centered in the opening, shall consist of a minimum of two egress lanes, each 12 feet in width, and one 16-foot wide ingress lane, with minimum entrance radii of 35 feet.

#### TURN LANE IMPROVEMENTS (Secure and Construct)

- 17) A southbound right turn lane on Douglas Road at the 60-foot opening with 200 feet of storage\* and 100 feet of transition.
- 18) A northbound left turn lane and directional median opening (per FDOT Index 527) on Douglas Road at the 60-foot opening with 150 feet of storage# and 50 feet of transition.
- 19) Reconstruction of the existing median on Douglas Road between the southern access driveway for Miramar High School and the new 100-foot opening (centered 275 feet south of the northeast corner of the LAURELTON PARK plat) providing for:
  - A) A new median opening at the new 100-foot opening (centered 275 feet south of the northeast corner of the LAURELTON PARK plat).
  - B) A northbound left turn lane on Douglas Road at the 100-foot opening with 150 feet of storage#.
  - C) A southbound left turn lane on Douglas Road at the southern access driveway for Miramar High School with 350 feet of storage#.
  - D) A shared transition length of 50 feet for the left turn lanes (A and B above).
  - E) A concrete separator (FDOT Index 302) between the two median openings.

- F) A southbound U-turn lane on Douglas Road at the new 100-foot opening with 100 feet of storage and 100 feet of transition.
- 20) Additional pavement for a “U-turn bump-out” along the east side of Douglas Road to provide adequate turning area for U-turns at the median opening for County Line Road (Northwest 215 Street). This improvement will allow vehicles exiting the multi-family portion of this plat access to the northbound lanes of Douglas Road. The construction of this improvement will include the relocation and replacement of the existing curb, gutter and sidewalk, and may require permits from the City of Miami Gardens.
- 21) A southbound right turn lane on Douglas Road at the new 100-foot opening with 150 feet of storage\* and 100 feet of transition.
- \* The length of turn lane storage is measured from the end of taper (transition) to the point of curvature of the driveway radius, or corner chord in the case of intersecting road right-of-way.
- # Median opening design to include acceptable vehicular turning radii. The length of the storage lane is measured from the end of the taper to the point of curvature of the median opening.

#### SIDEWALK REQUIREMENT (Secure and Construct)

- 22) Along Douglas Road adjacent to this plat, displaced by turn lane construction.

#### PAVEMENT MARKINGS AND SIGNS (Secure and Construct)

- 23) A PAVEMENT MARKING AND SIGNING PLAN, three copies, including a COST ESTIMATE, shall be provided to the Paving and Drainage Section of the Highway Construction and Engineering Division. All pavement markings shall be THERMOPLASTIC. Pavement markings and signing materials shall be fully reflectorized with high intensity materials. NO SECURITY shall be released without a field inspection and final approval by the Paving and Drainage Section of the Highway Construction and Engineering Division of all materials, installations and locations.

#### IMPROVEMENT AGREEMENT REQUIREMENT

- 24) The owner of this plat shall fully execute and deliver a standard “Installation of Required Improvements Agreement” (CAF450) to the Highway Construction and Engineering Division prior to recordation of the plat. Exhibit "B" to the Improvement Agreement must list all of the required improvements and should indicate completion prior to the issuance of Certificates of Occupancy within the plat, unless an alternate phasing schedule is approved by the Highway Construction and Engineering Division. The use of a non-standard agreement will require independent approval by the County Commission. A downloadable PDF copy of CAF450 is available from the Highway Construction and Engineering Division's website.

## LAND USE PLAN AMENDMENT REQUIREMENTS (Secure and Construct)

- 25) In accordance with the attached Declaration of Restrictive Covenants recorded at O. R. Book 46517, Page 24, relating to Land Use Plan Amendment PC 07-5, prior to any certificates of occupancy for industrial uses generating 57 peak hour trips (equivalent to 74,025 square feet), construct second northbound and southbound left turn lanes and optimize the signalization at the intersection of Miramar Parkway and Palm Avenue.

## LAND USE PLAN AMENDMENT REQUIREMENTS (Transportation Mitigation Fee)

- 26) In accordance with the attached Declaration of Restrictive Covenants approved by the County Commission on June 15, 2010 (unrecorded), relating to the residential units within this property in accordance with Land Use Plan Amendment PC 07-5, pay the appropriate Transportation Mitigation Fee for each single family unit and/or each garden apartment prior to environmental review approval of construction plans.

## FLORIDA STATUTE CHAPTER 177 REQUIREMENTS

Complete the following corrections to the plat mylar to comply with the requirements of Florida Statutes Chapter 177 as outlined below:

## 27) SURVEY DATA

- A) The legal description in the title opinion or certificate must match the legal description on the plat. The plat drawing must follow the legal description.
- B) The bearings, angles, and dimensioning must be shown for each lot or parcel. Curvilinear lot lines shall show the radii, arc distances and central angles. Add **(TOTAL)** labels to any lot line dimensions where the lines cross the match lines between drawing sheets, on all sheets where the lines appear.
- C) Two Benchmark Elevations must be shown and referenced to N.G.V.D. 1929.
- D) Indicate that offset P.R.M.s are on the plat boundary or provide ties to the boundary. Show the direction of the offsets where that information is missing.
- E) Show **(TOTAL)** and **(P.R.M. TO P.R.M.)** distance dimensions on the plat boundaries where offset P.R.M.s are set on line or where more than two P.R.M.s are set on a plat boundary.
- F) The bearing reference line must be a well-established and monumented line. Depict said line with its monumentation and tie to the plat boundary. Insufficient monumentation is shown for the line called out. Review and revise as necessary.
- G) The platting surveyor must submit Certified Corner Records for section corners used in preparation of the plat to both the State and Broward County. County staff will confirm submittal to the State prior to plat recordation. For

section corners which have Certified Corner Records on file, the surveyor must submit an affidavit confirming that the Section corner was found to be substantially as described in the most recently available certified corner record. Standard affidavit forms are available from the County Surveyor's Office.

- H) The surveyor must submit digital plat information after all corrections are completed and Highway Construction & Engineering Division staff requests digital information.
- I) Provide closures, with areas, of the parcels created by the plat.

## 28) RIGHT-OF-WAY DELINEATION AND DEDICATION LANGUAGE

- A) Address any easements, rights-of-way or specific purpose parcels to be created by this plat in the Dedication language.
- B) The Mortgagee dedication must clearly join in the dedication of the plat, if applicable.
- C) Depict the entire right-of-way width of Douglas Road adjacent to the plat. Label the rights-of-way shown with all recorded instruments which establish public rights-of-way adjacent to this plat.
- D) Depict and label with type, width, and recording information any applicable existing easements within the plat as identified in the title work or provide evidence of their release/vacation.
- E) All proposed easements must be clearly labeled and dimensioned.

## 29) TITLE CERTIFICATION AND DEDICATION SIGNATURE BLOCKS

- A) Pursuant to the requirements of Ordinance 2003-22, plat mylars will not be accepted without being accompanied by an original title certificate or an attorney's opinion of title which shall:
  - 1) be based upon a legal description that matches the plat.
  - 2) be based upon a search of the public records within forty-five (45) days of submittal.
  - 3) contain the names of all owners of record.
  - 4) contain the names of all mortgage holders of record and if there are no mortgages, it shall so state.
  - 5) contain a listing of all easements and rights-of-ways of record lying within the plat boundaries.

- 6) contain a listing of all easements and rights-of-ways which abut the plat boundaries and are necessary for legal access to the plat, and if there are none it shall so state.

The title must be updated for the review of any agreements and for the recordation process. Standard format for "Title Certificates," "Opinions of Title," the "Adjacent Right-of-Way Report," and a "Guide to Search Limits of Easements and Right-of-Way" may be obtained by contacting the Highway Construction and Engineering Division or by visiting the Division's web site: <http://bcegov2.broward.org/bcengineering/index.asp>.

- B) All record owners must execute the plat with original signatures. For property owned by an individual (or by individuals), the plat must be executed in the presence of two witnesses for each signature. Property owned by corporations must be executed by at least one of the following officers: the President, Vice President, or Chief Executive Officer together with either (i) two witnesses or (ii) the Corporate Seal. A plat which has been executed by any officer other than the President, Vice President, or Chief Executive Officer must also provide documentation authorizing the individual(s) who executed the plat. The officers executing a plat must be verified through the Florida Department of State, or by the applicant providing corporate documentation. Persons executing plats owned by a partnership or a trust must provide documentation clearly demonstrating their authority to execute on behalf of the partnership or trust.
- C) All mortgagees must execute the plat with original signatures, seals and witnesses.
- D) Acknowledgments and seals are required for each signature.

### 30) DRAFTING AND MISCELLANEOUS DATA

- A) Address any undefined abbreviations or symbols used on the plat or added during revisions. Remove any abbreviations and symbols from the Legend that do not appear on the plat. Add any missing abbreviations and symbols to the Legend that appear on the plat or are added during revisions.
- B) No text on the plat drawing should be obstructed or overlapped by lines or other text.
- C) Revise the "**NOT PART OF THIS PLAT**" labels to "**A PORTION OF**" the Tracts, per the underlying plat.
- D) The plat original must be drawn with black permanent drawing ink or nonadhered scaled print on a stable base film.
- E) The plat borders must be 1/2-inch on three sides with a 3-inch margin on the left side.
- F) The sheet size must be 24 inches by 36 inches.

## 31) SIGNATURE BLOCKS

- A) The Surveyor's Seal and Certification must be signed and sealed by a professional surveyor and mapper, and state that the plat was prepared under his or her direction and supervision, and complies with all of the survey requirements of Florida Statutes Chapter 177.
- B) The required signatures and seals for the City of Miramar and the South Broward Drainage District must be on the plat prior to submitting the mylars to the Highway Construction and Engineering Division.
- C) Revise the signature line for the Broward County Highway Construction and Engineering Division Director to add "**DIRECTOR**" to Mr. Tornese's title.
- D) The original plat mylar must be submitted to the Highway Construction and Engineering Division accompanied by a copy of the City of Miramar's conditions of approval, such as an agenda report or Resolution listing all conditions of municipal plat approval.

## 32) HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION INTERNAL PROCEDURES

The following items are required for plat recordation but are completed by County staff:

- A) Planning Council Executive Director Signature.
- B) Completion of Security Table and PLMASTER Data Base Inputs; reports printed.
- C) County Surveyor sign-off.
- D) P.R.M.s verified.
- E) Development Order, Development and Environmental Regulation Director Signature.
- F) Highway Construction and Engineering Director Signature.
- G) City / District final sign-off: Miramar – Bissy J. Vempala, 954-602-3320, [bjvempala@ci.miramar.fl.us](mailto:bjvempala@ci.miramar.fl.us); Luis A Lopez, 954-602-3316, [lalopez@ci.miramar.fl.us](mailto:lalopez@ci.miramar.fl.us)

NOTE: Additional changes made to the original plat mylar beyond the above list of corrections may cause delays in review and recordation, and may result in additional review fees.

## GENERAL RECOMMENDATIONS

- 33) The "Installation of Required Improvements Agreement (CAF450) shall be secured by letter of credit, cash, lien, or other security acceptable to the County. Security instruments for all required improvements shall be submitted prior to recordation of the plat and/or commencement of construction. Security amounts shall be based upon the following:
- A) Approved construction plans. Seven (7) sets of construction plans shall be submitted with the required Paving and Drainage Plan Review application, to the Highway Construction and Engineering Division, Paving and Drainage Section. When the construction plans are approved by the Highway Construction and Engineering Division, the security will be calculated at one-hundred (100%) percent of the cost of the improvements.
  - B) Engineer's cost estimates prepared by a registered professional engineer or by the Highway Construction and Engineering Division. When the estimate is approved by the Highway Construction and Engineering Division, the security will be calculated at one-hundred twenty-five (125%) percent of the cost of the improvements. Seven (7) sets of construction plans shall be submitted with the required Paving and Drainage Plan Review application to the Highway Construction and Engineering Division, Paving and Drainage Section thirty (30) days prior to commencement of construction or issuance of the first building permit, whichever first occurs.
  - C) All forms are available on the Highway Construction and Engineering Division's web page at:  
<http://bcegov2.broward.org/bcengineering/Plats/PlatsForms.asp>
- 34) All construction must include all necessary transitions to existing pavement, the lengths of which shall be determined by the design speed of the roadway.
- 35) The developer shall be responsible for the cost of relocating utilities, drainage facilities, traffic control poles, interconnect cables, and related equipment as necessary to complete required improvements.
- 36) The developer shall be responsible for the removal of all existing driveways in locations not consistent with approved openings in the non-vehicular access line and the construction of curb, gutter, and sidewalk in these openings when necessary to complete the required improvement.
- 37) All designs, construction, studies, etc., shall conform to the applicable sections of the following:
- A) United States Department of Transportation: "Manual on Uniform Traffic Control Devices" (MUTCD).
  - B) State of Florida Department of Transportation:
    - 1) "Roadway and Traffic Design Standards."

- 2) "Standard Specifications."
  - 3) "FDOT Transit Facilities Guidelines."
- C) Broward County: "Minimum Construction Standards for Roadways Under Broward County Jurisdiction."

In addition, all designs for construction shall be certified by a Professional Engineer, registered in the State of Florida, that they meet the standards included above.

- 38) Applicant must pay regional park impact fees during the review of construction plans submitted for County Environmental Review Approval by the Development and Environmental Regulation Division, in accordance with the fee schedule specified in the Land Development Code. Impact fee amounts are subject to adjustment each October 1. **(NOTE: This recommendation does not apply to the 320 low and very low income garden apartments if impact fees are waived.)**
- 39) Applicant must pay administrative fees for regional parks prior to plat recordation as required by the Broward County Land Development Code. These fees are subject to adjustment each October 1. **(NOTE: This recommendation does not apply to the 320 low and very low income garden apartments if administrative fees are waived.)**
- 40) A portion of this plat (320 garden apartments on Parcel A) has been certified eligible under the County's Affordable Housing Program for Low Income and Very Low Income housing, and is therefore eligible for a waiver of the assessed application fees, transportation concurrency fees, and park impact and administrative fees. Pursuant to Section 5-184(b)(4) of the Broward County Land Development Code, the developer, as a condition of approval, shall record in the public records, ***prior to plat recordation***, restrictive covenants upon the property, or shall enter into an agreement with Broward County acceptable to the County Attorney, to ensure that the affordability of the residential units will be maintained at a specified income level(s) for a period of at least twenty (20) years for rental housing, and at least ten (10) years for owner-occupied housing.
- 41) This item has been deferred at the applicant's request one time. Prior to recordation, the applicant must pay the deferral fee of \$166.00 (or the fee in effect at the time of payment), in accordance with County Commission Resolution No. 95-773, as amended.
- 42) This plat will not be recorded until all real estate taxes (including taxes for the current year and any delinquent taxes) for the property being platted have been paid as required by Florida Statutes Chapter 197.192. The applicant must submit a current tax letter from the Revenue Collection Division providing proof of payment.
- 43) Place a note on the face of the plat, preceding the designated municipal official's signature, reading:

No building permits shall be issued for the construction, expansion, and/or conversion of a building within this plat until such time as the developer provides this municipality with written confirmation from Broward County that all applicable impact fees have been paid or are not due.

44) Place a note on the face of the plat reading:

- A) If a building permit for a principal building (excluding dry models, sales and construction offices) and first inspection approval are not issued by **August 31, 2015**, then the County's finding of adequacy shall expire and no additional building permits shall be issued until such time as Broward County shall make a subsequent finding that the application satisfies the adequacy requirements set forth within the Broward County Land Development Code. The owner of the property or the agent of the owner shall be responsible for providing evidence to Broward County from the appropriate governmental entity, documenting compliance with this requirement within the above referenced time frame; and/or
- B) If construction of project water lines, sewer lines, drainage, and the rock base for internal roads have not been substantially completed by **August 31, 2015**, then the County's finding of adequacy shall expire and no additional building permits shall be issued until such time as Broward County shall make a subsequent finding that the application satisfies the adequacy requirements set forth within the Broward County Land Development Code. The owner of the property or the agent of the owner shall be responsible for providing evidence to Broward County from the appropriate governmental entity, documenting compliance with this requirement within the above referenced time frame.

45) Place a note on the face of the plat reading:

This plat is restricted to 256 low-income garden apartments (88 one-bedroom, 136 two-bedroom and 32 three-bedroom) and 64 very low-income garden apartments (32 one-bedroom, 28 two-bedroom and 4 three-bedroom) on Parcel A; 550,000 square feet of warehouse use on Parcel B; wetlands on Parcels C-1 and C-2; ancillary use to residential development on Parcels D, E and H; 300 single family detached units (180 three-bedroom and 120 four-bedroom) on Parcel F; and no development on Parcel G. .

In accordance with Ordinance 2008-11, effective June 2, 2008, garden apartments are defined as three (3) or more attached dwelling units in a two (2) or three (3) residential story building with each unit being only one (1) residential story. No free standing office and/or commercial/retail uses are permitted on Parcel B without the approval of the Board of County Commissioners who shall review and address these uses for increased impacts. Industrial buildings are further restricted to no more than 30% ancillary office per bay or single tenant building.

Any structure within this plat must comply with Section IV D.1.f., Development Review Requirements, of the Broward County Land Use Plan, regarding hazards to air navigation.

This note is required by Chapter 5, Article IX, Broward County Code of Ordinances, and may be amended by approval of the Broward County Board of County Commissioners. The notation and any amendments thereto are solely indicating the approved development level for property located within the plat and do not operate as a restriction in favor of any property owner including an owner or owners of property within this plat who took title to the property with reference to this plat.

- 46) If this item is approved, authorize the Mayor to sign an order approving this agenda item subject to staff findings, comments, and recommendations.



Return to: (enclose self-addressed stamped envelope)

Name: Hope W. Calhoun, Esq.

Address:

P.O. Box 1900  
Fort Lauderdale, Florida 33302

This Instrument Prepared by:

Ruden, McClosky, Smith,  
Schuster & Russell, P.A.  
200 East Broward Boulevard  
15th Floor  
Fort Lauderdale, Florida 33301

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

**AMENDMENT TO**  
**DECLARATION OF RESTRICTIVE COVENANTS**

**THIS AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS** ("Amendment") is made this \_\_\_\_ of \_\_\_\_\_, 2009 by Waterview Rental Apartments LLC, a Florida Limited Liability Company, its successors and assigns, with an address of 555 S. Federal Highway, Suite 330, Boca Raton, Florida 33432, CC Foxcroft, LLC, a Florida Limited Liability Company, its successors and assigns, with an address of 1560 S. Dixie Highway, Suite 205, Coral Gables, Florida 33146, and Foxcroft Industrial Property, Inc., a Florida Corporation, its successors and assigns, with an address of 3240 Corporate Way, Miramar, Florida 33025 (collectively referred to as "Owners") and Waterview by Quantum, LLC, a Florida Limited Liability Company, its successors and assigns, with an address of 1560 S. Dixie Highway, Suite 211, Coral Gables, Florida 33146 ("Applicant") shall be for the benefit of BROWARD COUNTY, a political subdivision of the State of Florida, with a post office address at 115 South Andrews Avenue, Fort Lauderdale, FL 33301 ("County").

**WITNESSETH:**

WHEREAS, the Owners are the fee simple owners of approximately 108.5 acres of land generally located south of Miramar Parkway, west of Douglas Road, north of the Homestead extension and east of Palm Avenue in the City of Miramar, and is more particularly described in Exhibit "A" ("Property"); and

WHEREAS, Applicant with the consent of Owners has made an application to the City of Miramar (06-CPA-01) ("City") and Broward County ("County") for the approval of a land use plan amendment PC-07-5, ("Application") to change the designation of the Property from Commercial Recreation (103.7 acres) and Office (4.8 acres) to Residential Low Medium 10 (78.8 acres), and Employment Center (29.7 acres); and

WHEREAS, the Application was approved by the County on September 11, 2007 and by the City on November 28, 2007; and

WHEREAS, Owners and Applicant executed and subsequently recorded that certain Declaration of Restrictive Covenants on February 12, 2008, in Official Records Book 45090, Page 1239, (“Declaration”) of the Public Records of Broward County, Florida to restrict the utilization of the Property; and

WHEREAS, Owners and Applicant agree to record this Amendment, and the County agrees to accept this Amendment in order to revise certain restrictions on the development of the Property.

NOW, THEREFORE, in consideration of the promises and covenants herein contained, Owners and Applicant hereby declare that the Property specifically referenced herein shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, and regulations hereinafter set forth, all of which shall run with such Property and any part thereof and which shall be binding upon all parties having any right, title or interest in such Property or any part thereof, their heirs, successors and assigns.

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

2. Amendment. Paragraph 2 of the Declaration is hereby amended as follows:

“2. Property Development. The development of the Property shall be restricted to ~~788~~ 620 residential units; consisting of: (i) 320 adult affordable (as defined by the Broward County land use plan) high rise units garden apartments (120 one-bedroom, 164 two-bedroom, and 36 three-bedroom) as that term is defined in the Broward County Land Development Code; and (ii) 468 townhouses 300 single family detached units (180 three-bedroom and 120 four-bedroom) together with and 550,000 square feet of warehouse space (including office use but excluding retail use).”

3. The remainder of the Declaration, except to the extent modified above is hereby ratified and reaffirmed and shall remain in full force and effect as provided by its terms.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]



**CC FOXCROFT, LLC**, a Florida limited liability company

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

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 \_\_\_\_\_, as the \_\_\_\_\_ of **CC FOXCROFT, LLC**, a Florida limited liability company. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Typed, printed or stamped name of Notary Public

My Commission Expires:

**FOXCROFT INDUSTRIAL PROPERTY, INC.,**  
a Florida corporation

\_\_\_\_\_  
Signature of Witness

By: \_\_\_\_\_  
Bruce F. Iden, President

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

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 Bruce F. Iden, the President of **FOXCROFT INDUSTRIAL PROPERTY, INC.**, a Florida corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Typed, printed or stamped name of Notary Public

My Commission Expires:

**WATERVIEW BY QUANTUM, LLC**, a Florida  
limited liability company

\_\_\_\_\_  
Signature of Witness

By: \_\_\_\_\_  
James Carr, Manager

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

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 James Carr, as the Manager of **WATERVIEW BY QUANTUM, LLC**, a Florida limited liability company. He is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Typed, printed or stamped name of Notary Public

My Commission Expires:

**JOINDER AND CONSENT OF MORTGAGEE**

\_\_\_\_\_, a \_\_\_\_\_ ("Mortgagee") is the holder of: (i) that certain Mortgage \_\_\_\_\_, recorded in Official Records Book \_\_\_\_\_, at page \_\_\_\_\_; (ii) that certain Assignment of Leases and Rents recorded in Official Records Book \_\_\_\_\_, page \_\_\_\_\_; and (iii) that certain UCC-1 Financing Statement recorded in Official Records Book \_\_\_\_\_, at page \_\_\_\_\_ each of the foregoing recorded amongst the Public Records of Broward County, Florida (collectively, "Loan Documents").

Mortgagee hereby consents to this \_\_\_\_\_ and hereby subordinates the lien set forth in the Loan Documents and all of its rights thereunder to all of the rights set forth in this \_\_\_\_\_.

WITNESSES:

MORTGAGEE:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_, a \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) SS:

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, under authority duly vested in him/her by said \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Typed, printed or stamped name of Notary Public

**EXHIBIT A**  
**LEGAL DESCRIPTION**

**LAND DESCRIPTION  
FUTURE LAND USE2  
FOXCROFT  
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA**

A portion of Tracts 34 through 40 and portions of Tracts 59 through 65, of Section 29, Township 51 South Range 41 East, of "EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION", according to the Plat thereof as recorded in Plat Book 2, Page 75, of the Public Records of Dade County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of the Southeast one-quarter (1/4) of Section 29, Township 51 East, 41 South;

THENCE North 08°13'56" West, a distance of 493.38 feet to the POINT OF BEGINNING, said point being on the West right-of-way line of Douglas Road, as dedicated by Deed Book 634, Page 183, of the Public Records of Broward County, Florida;

THENCE South 79°22'28" West, a distance of 926.72 feet;

THENCE South 88°05'11" West, a distance of 595.00 feet;

THENCE North 77°27'07" West, a distance of 369.15 feet;

THENCE South 45°00'00" West, a distance of 70.71 feet;

THENCE South 86°59'14" West, a distance of 95.13 feet;

THENCE North 32°11'45" West, a distance of 319.06 feet;

THENCE North 20°48'24" West, a distance of 267.44 feet;

THENCE North 46°14'48" East, a distance of 103.65 feet;

THENCE North 00°24'52" West, a distance of 1,369.78 feet to a point on the arc of a non-tangent curve concave to the Northwest, whose radius point bears North 41°53'11" West;

THENCE Northeasterly on the arc of said curve having a radius of 174.31 feet, through a central angle of 15°49'08", an arc distance of 48.13 feet to a point of reverse curve with a curve concave to the Southeast;

THENCE Northeasterly on the arc of said curve having a radius of 57.28 feet, through a central angle of 64°38'08", an arc distance of 64.62 feet to a point of reverse curve with a curve concave to the North;

THENCE Easterly on the arc of said curve having a radius of 545.90 feet, through a central angle of 13°03'01", an arc distance of 124.34 feet to a point of reverse curve with a curve concave to the Southwest;

THENCE Southeasterly on the arc of said curve having a radius of 79.45 feet, through a central angle of 95°19'14", an arc distance of 132.18 feet;

THENCE South  $00^{\circ}47'59''$  East, a distance of 15.80 feet to the beginning of a tangent curve concave to the Northeast;

THENCE Southeasterly on the arc of said curve having a radius of 40.00 feet, through a central angle of  $50^{\circ}14'12''$ , an arc distance of 35.07 feet;

THENCE South  $51^{\circ}02'12''$  East, a distance of 58.92 feet;

THENCE South  $28^{\circ}32'57''$  West, a distance of 218.91 feet;

THENCE South  $13^{\circ}37'00''$  East, a distance of 320.00 feet;

THENCE South  $21^{\circ}53'00''$  West, a distance of 180.00 feet;

THENCE South  $16^{\circ}17'00''$  East, a distance of 100.00 feet;

THENCE South  $29^{\circ}37'00''$  East, a distance of 450.00 feet;

THENCE South  $53^{\circ}37'00''$  East, a distance of 105.00 feet;

THENCE South  $74^{\circ}57'00''$  East, a distance of 135.00 feet;

THENCE South  $89^{\circ}00'00''$  East, a distance of 375.00 feet;

THENCE North  $83^{\circ}21'35''$  East, a distance of 208.25 feet;

THENCE North  $15^{\circ}23'03''$  East, a distance of 312.03 feet;

THENCE North  $80^{\circ}38'00''$  West, a distance of 245.00 feet;

THENCE North  $71^{\circ}16'00''$  West, a distance of 365.00 feet;

THENCE North  $22^{\circ}58'00''$  West, a distance of 351.22 feet;

THENCE North  $13^{\circ}37'00''$  West, a distance of 374.77 feet;

THENCE North  $41^{\circ}48'00''$  East, a distance of 328.84 feet;

THENCE North  $34^{\circ}00'00''$  East, a distance of 165.00 feet;

THENCE North, a distance of 45.00 feet;

THENCE North  $59^{\circ}10'11''$  East, a distance of 290.00 feet;

THENCE North  $74^{\circ}04'11''$  East, a distance of 25.99 feet;

THENCE South  $15^{\circ}55'49''$  East, a distance of 20.00 feet;

THENCE South  $74^{\circ}04'11''$  West, a distance of 5.00 feet;

THENCE South  $15^{\circ}55'49''$  East, a distance of 24.00 feet;

THENCE North  $74^{\circ}04'11''$  East, a distance of 5.00 feet;

THENCE South  $15^{\circ}55'49''$  East, a distance of 20.00 feet;

THENCE North 74°04'11" East, a distance of 150.00 feet;

THENCE North 15°55'49" West, a distance of 20.00 feet;

THENCE North 74°04'11" East, a distance of 9.00 feet;

THENCE North 15°55'49" West, a distance of 24.00 feet;

THENCE South 74°04'11" West, a distance of 5.00 feet;

THENCE North 15°55'49" West, a distance of 20.00 feet;

THENCE North 74°04'11" East, a distance of 45.01 feet;

THENCE South 56°31'49" East, a distance of 145.00 feet;

THENCE South 16°26'49" East, a distance of 118.74 feet;

THENCE South 30°40'11" West, a distance of 123.45 feet;

THENCE South 59°19'49" East, a distance of 830.00' feet;

THENCE along the North Plat line of "LAURELTON PARK", Plat Book 141, Page 19, Public Records of Broward County, Florida the following ten (10) courses and distances:

1. THENCE South 01°49'49" East, a distance of 290.69 feet;

2. THENCE South 05°03'43" West, a distance of 100.00 feet;

3. THENCE South 01°49'49" East, a distance of 150.00 feet;

4. THENCE South 43°10'11" West, a distance of 42.43 feet;

5. THENCE South 13°08'26" East, a distance of 18.90 feet;

6. THENCE South 87°46'43" West, a distance of 151.69 feet;

7. THENCE South 01°49'49" East, a distance of 275.45 feet;

8. THENCE South 88°10'11" West, a distance of 154.42 feet;

9. THENCE South 01°40'49" East, a distance of 10.00 feet to a point on the arc of a non-tangent curve concave to the West, whose radius point bears South 88°28'11" West;

10. THENCE Southerly on the arc of said curve having a radius of 1,911.51 feet, through a central angle of 15°48'12", an arc distance of 527.23 feet;

THENCE North 88°10'11" East, a distance of 419.40 feet, to a point on the West right-of-way line of Douglas Road;

THENCE South 01°49'49" East on said right-of-way line, a distance of 124.36 feet to the POINT OF BEGINNING;

Said lands lying in the City of Miramar, Broward County, Florida, and containing 3,401,279 square feet (78.0826 acres), more or less.

**LAND DESCRIPTION  
FUTURE LAND USE3  
FOXCROFT  
CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA**

A portion of Tracts 40 through 43 and portions of Tracts 56 through 59, of Section 29, Township 51 South Range 41 East, of "EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION", according to the Plat thereof as recorded in Plat Book 2, Page 75, of the Public Records of Dade County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of the Southeast one-quarter (1/4) of Section 29, Township 51 East, 41 South;

THENCE North 68°04'23" West, a distance of 2,448.75 feet to the POINT OF BEGINNING;

THENCE South 46°14'48" West, a distance of 103.65 feet;

THENCE continue South 46°14'48" West on said line, a distance of 747.59 feet;

THENCE South 52°52'09" West, a distance of 87.80 feet;

THENCE South 80°32'16" West, a distance of 91.24 feet;

THENCE North 65°33'22" West, a distance of 120.83 feet;

THENCE North 41°20'52" West, a distance of 166.51 feet;

THENCE North 21°48'05" East, a distance of 753.92 feet;

THENCE North 04°45'49" East, a distance of 240.83 feet;

THENCE North 61°33'25" West, a distance of 136.47 feet;

THENCE North 20°11'09" East, a distance of 362.25 feet;

THENCE North 08°58'21" West, a distance of 192.35 feet;

THENCE North, a distance of 201.69 feet;

THENCE North 86°32'18" East, a distance of 711.78 feet;

THENCE South 00°24'52" East, a distance of 1,298.01 feet to the POINT OF BEGINNING;

Said lands lying in the City of Miramar, Broward County, Florida, and containing 1,293,737 square feet (29.700 acres), more or less.

Return to: (enclose self-addressed stamped envelope)

Name:

Address:

This Instrument Prepared by:

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

**AMENDED DECLARATION OF RESTRICTIVE COVENANTS**  
**(Land Use Plan Amendment PC 07-5)**

This Amended Declaration of Restrictive Covenants ("Amended Declaration") related to Broward County Public Schools student impacts is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20010 by **CC FOXCROFT, LLC**, a Florida limited liability company, whose address is 1560 South Dixie Highway, Suite 209, Coral Gables Florida 33146 ("CC"), and **WATERVIEW RENTAL APARTMENTS, LLC**, a Florida limited liability company ("Waterview," and together with CC, collectively, the "Residential Owners"), whose address is 555 S. Federal Highway, Suite 330, Boca Raton, Florida 33432, their successors and/or assigns, shall be for the benefit of **BROWARD COUNTY**, a political subdivision of the State of Florida, with a post office address at 115 South Andrews Avenue Fort Lauderdale FL 33301, ("County") and **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**, with a post office address of 600 Southeast 3<sup>rd</sup> Avenue, Fort Lauderdale, FL 33301 ("School Board").

WHEREAS, Caribbean Baptist Church, Inc., a Florida not for profit corporation, doing business as Christway Baptist Church ("Christway"), GC Properties, LLC, a Florida limited liability company ("GC") and Edmund N. Ansin and Robert M. Ansin, individually and as the general partners of R&E Trust, a Florida general partnership ("R&E," and together with Christway and GC, collectively, "Previous Owners") were the previous fee simple owners of approximately 137.6 gross acres of land generally located on Douglas Road south of Miramar Parkway in the City of Miramar, Florida, in Broward County, more particularly described in the attached **Exhibit "A"** ("Property"); and

WHEREAS, the Previous Owners submitted Land Use Plan Amendment Application PC 07-5 for the Property (the "Application") to change the Property's designation from Commercial Recreation and Office to Employment Center and Low Medium (10) Residential permitting an additional 788 residential units consisting of 320 adult affordable housing units and 468 (three or more bedroom) townhouse units which was anticipated to generate 129 (65 elementary, 29 middle and 35 high school) students into Broward County Public Schools; and

WHEREAS, in connection with the Application, the Previous Owners filed that certain Declaration of Restrictive Covenant dated December 8, 2008 and recorded in O.R. Book 45851, Page 1259-1289 of the Public Records of Broward County, Florida ("Declaration") regarding the mitigation of student impacts for the 129 total students, and

WHEREAS, the portion of the Property intended for single family residential use described on Exhibit "B" hereto (the "Single Family Parcel") was acquired by CC and the portion of the Property intended for multifamily use described on Exhibit "C" hereto (the "Multifamily Parcel") was acquired by Waterview; and

WHEREAS, the portion of the Property intended for industrial and business park use was acquired by Foxcroft Industrial Property, Inc ("FIP"); and

WHEREAS, Broward County and the City of Miramar in conjunction with the School Board have adopted public school concurrency regulations since the approval of the Declaration, requiring all new residential development proposals to comply with development review criteria established for public school concurrency in Broward County, Florida; and

WHEREAS, the Residential Owners now wish to modify and change the type and mix of units to reflect a decrease in total residential units as follows:

- (i) from 640 to 620 residential units consisting of 300 Single Family Detached Units (180 three-bedroom and 120 four-bedroom) (replacing the 468 townhouse units), and
- (ii) 320 low income affordable garden apartment units (120 one-bedroom, 164 two-bedroom and 36 three-bedroom) (replacing the 320 adult affordable housing units); and

WHEREAS, the 300 Single Family Detached Units are anticipated to generate 124 (61 elementary, 29 middle, and 34 high school) students into Broward County Public Schools and the 320 low income affordable garden apartment units are anticipated to generate 51 (26 elementary, 11 middle, and 14 high school) students into Broward County Public Schools; and

WHEREAS, the previously approved 468 townhouse units were anticipated to generate a total of 129 students and were vested from public school concurrency requirements; the replacement 300 Single Family Detached Units which as described herein are anticipated to generate 124 (61 elementary, 29 middle, and 34 high) students, and are vested from public school concurrency requirements; and

WHEREAS, the proposed 320 low income affordable garden apartment units will be subject to public school concurrency determination either at the plat or site plan stage of development review; and

WHEREAS, the Residential Owners now wish to amend the Declaration in accordance with paragraph three (3) of the Declaration to modify the School Board approved school mitigation to reflect the current proposed unit mix and the School Board has agreed with the student mitigation plan outlined herein; and

WHEREAS, the School Board requested the execution and recordation of this Amended Declaration to accomplish the parties' desire and intent.

NOW, THEREFORE, the undersigned agree and covenant to the following:

Section 1. The above recitals are true and correct and are incorporated herein.

Section 2. The Residential Owners do hereby confirm, ratify and reaffirm the covenants, restrictions and obligations contained in the Declaration of Restrictive Covenants dated December 8, 2008 and recorded in O.R. Book 45851, Pages 1259-1289 of the Public Records of Broward County, Florida.

Section 3. Paragraph 2 of the Declaration is hereby amended to read as follows:

2. Prior to environmental review approval of construction plans as set forth within Chapter 27, Broward County Code of Ordinances, by the Development Management Division for the first building permit for construction or erection of the first single family home as described above, Owners shall mitigate the impact of the additional middle and high school students by submitting one lump sum payment to the School Board for a total of \$1,546,666.00 for the Student Station Cost Factor for the modified students generated (29 middle and 34 high school students) from the construction of the 300 single family detached units (the "Mitigation Payment") or Broward County required Educational Impact Fee, currently \$1,658,520.00 for 300 single family (180 three-bedroom and 120 four-bedroom) whichever is greater at the time of payment. The total Mitigation Payment amount due shall be determined at the time of payment and based upon the then applicable cost per Student Station or Broward County Educational Impact Fee schedule; however, the total mitigation payment shall be no less than \$1,546,666 or Broward County required maximum Educational Impact Fee, currently \$1,658,520.00 whichever is greater at the time of payment. The Residential Owners shall obtain proof of the approved payment from the School Board and provide same to the Broward County Development Management Division. The School Board has issued a letter dated November 9, 2009, a copy of which is attached hereto as Exhibit "D", stating its concurrence with the payment of the fees referenced herein as mitigation for the students generated by the 300 single family detached units. Said payment shall mitigate towards the cost of providing student stations for the total number of students anticipated from the construction of 300 single family detached units on the Property and created as a result of the approval of Land Use Plan Amendment PC-07-05.

The change in units from 320 adult age restricted affordable housing units to 320 low income affordable garden apartment units will be reviewed by the County and School Board and subject to the public school concurrency review process either at the plat or the site plan review stage whichever comes first. The payment of the mitigation fee as contemplated hereunder constitutes the mitigation payment for the 300 single family detached units and does not provide nor should it be constructed to offer any benefit to the 320 low income affordable garden apartment units referenced within this paragraph.

This voluntary commitment constitutes the totality of all obligations to pay school impact fees and mitigation fees subject to the provisions set forth within this Paragraph 2 above.

Section 4. Paragraph 3 of the Declaration is hereby amended to read as follows;

3. Once the Mitigation Payment has been made, no additional school impact fees will be required of the Residential Owners upon payment of the amount referenced in Paragraph 3 above for the development referenced above. In the event that the total number of residential units change from what is represented in for the vested residential units, and there is an increase in the number of residential units, change to the unit type or bedroom mix, or change in unit type(s) from what is represented for the vested residential units, the Residential Owners agrees to provide written notification to the Executive Director, Facility Management, Planning and Site Acquisition of the School Board or designee, with a copy to the Broward County Development Management Division. The Executive Director, or designee, shall determine the additional students anticipated from any change in residential type or bedroom mix or increase in residential units beyond the vested 300 single family detached units contemplated herein and notify Owners and the County of any further increase in the number of anticipated students. Owners shall then propose

additional mitigation for the newly anticipated additional students, subject to the terms and provisions contained in the adopted School Board Growth Management Policy. Any such additional mitigation amount shall be paid, in full, to the School Board no later than the date in which Owners obtains the first building permit for such residential units and shall be a condition of the School Board's delivery of any partial release of this Declaration for the subject unit. In the event that changes in the overall mix of residential units and/or mix of bedrooms result in a net reduction in the amount of units, no refund of any portion of the school impact and/or mitigation fees shall be due and owing to Owners by the County or the School Board.

So long as FIP (industrial and business park use) and Christway develop their respective portions of the Property for non-residential uses, as reflected in the Application, neither FIP nor Christway will have any obligation to make any payments hereunder, including the Mitigation Payment.

Section 5. Except as amended herein all other terms and conditions of the Declaration shall remain in full force and effect.

Section 6. This Amended Declaration shall be recorded in the Public Records of Broward County, Florida, and the provisions hereof shall constitute a covenant running with the land and shall remain in full force and effect and binding upon the undersigned, its heirs, legal representatives, estate successors, grantees and assigns until released as provided for herein.

Section 7. The Declaration and this Amended Declaration constitutes the entire agreement, with regard to the subject matter contained herein, and may only be amended, modified or released with the consent of the parties. In the event of a conflict between the terms, covenants, restrictions and conditions of the Declaration and the Amended Declaration, the terms of this Amended Declaration shall control and prevail.

Section 8. The undersigned hereto expressly covenants and represents that he/she has the authority to enter into this Amended Declaration and so bind all general partners and affiliated partnerships.

IN WITNESS WHEREOF, the undersigned has caused this Amended Declaration Of Restrictive Covenant to be executed this \_\_\_\_ day of \_\_\_\_\_, 2010.

[REMAINING PORTION OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

SIGNATURE PAGES FOLLOW.]

Signed, sealed and delivered  
in the presence of:

**WITNESSES:**

**CC FOXCROFT, LLC,**  
a Florida limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

STATE OF FLORIDA        )  
                                  ) SS  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2010, by \_\_\_\_\_, as \_\_\_\_\_ of **CC FOXCROFT, LLC**, a Florida limited liability company, freely and voluntarily on behalf of said company. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires:

Signed, sealed and delivered  
in the presence of:

**WITNESSES:**

**WATERVIEW RENTAL APARTMENTS LLC,**  
a Florida limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA        )  
                                  ) SS  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2010, by \_\_\_\_\_, as \_\_\_\_\_ of **WATERVIEW RENTAL APARTMENTS  
LLC**, a Florida limited liability company, freely and voluntarily on behalf of said company. He/She is  
personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires:



**EXHIBIT LIST**

**EXHIBIT "A"**

**PROPERTY LEGAL DESCRIPTION**

**EXHIBIT "B"**

**SINGLE FAMILY PARCEL**

**EXHIBIT "C"**

**MULTIFAMILY PARCEL**

**EXHIBIT "D"**

**SCHOOL DISTRICT REVIEW LETTER DATED NOVEMBER 9, 2009**

Return to: (enclose self-addressed stamped envelope)

Name: Dwayne L. Dickerson, Esq.

Address:

200 East Broward Boulevard  
15th Floor  
Fort Lauderdale, Florida 33301

This Instrument Prepared by:

Ruden, McClosky, Smith,  
Schuster & Russell, P.A.  
200 East Broward Boulevard  
15th Floor  
Fort Lauderdale, Florida 33301

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## DECLARATION OF COVENANTS

**THIS DECLARATION OF COVENANTS** ("Declaration") made this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by Waterview Rental Apartments LLC, a Florida Limited Liability Company, its successors and assigns, with an address of 555 S. Federal Highway, Suite 330, Boca Raton, Florida 33432, and CC Foxcroft, LLC, a Florida Limited Liability Company, its successors and assigns, with an address of 1560 S. Dixie Highway, Suite 205, Coral Gables, Florida 33146, (collectively referred to as "Declarants"), shall be for the benefit of BROWARD COUNTY, a political subdivision of the State of Florida, with a post office address at 115 South Andrews Avenue, Fort Lauderdale, FL 33301 (the "County").

### WITNESSETH:

WHEREAS, the County approved land use plan amendment PC 07-5 to change the land use designation of approximately 108.5 +/- acres of property generally located south of Miramar Parkway between Palm Avenue and Douglas Road in the City of Miramar, Florida (the "Property") from Commercial Recreation (103.7 acres) and Office (4.8 acres) to Residential Low Medium 10 (78.8 acres), and Employment Center (29.7 acres); and

WHEREAS, Declarants are the fee simple owners of approximately 78.8 +/- acres of the Property with a land use designation of Residential Low Medium 10, as more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Residential Property"); and

WHEREAS, Declarants have offered to enter into this Declaration to mitigate increased vehicular traffic impacts, created in connection with the development of the Residential Property, at the intersection of Miramar Parkway and Douglas Road ("Intersection"); and

WHEREAS, Declarants agree to enter into this Declaration for the benefit of the County, and the County agrees to accept this Declaration in order to place certain covenants on the development of the Residential Property upon "Final Approval" (as hereinafter defined).

NOW, THEREFORE, in consideration of the promises and covenants herein contained, Declarants hereby declare that the Residential Property specifically referenced herein shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants and regulations hereinafter set forth, all of which shall run with the Residential Property and any part thereof and which shall be binding upon all parties having any right, title or interest in such Residential Property or any part thereof, their heirs, successors and assigns.

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

2. Mitigation Payment. County and Declarants hereby acknowledge that certain conceptual roadway improvements (“Improvements”) may be needed to support the development of the Residential Property. The Improvements would include the installation of add/drop lanes in all four directions at the Intersection, with each add and drop lane being 1,760 feet (one-third mile) in length. The Improvements would also include the replacement of the traffic signals at the Intersection and at the entrance to Miramar High School. Declarants hereby acknowledge that the development of the Residential Property is subject to Declarants’ payment of a roadway mitigation fee which will satisfy Declarants’ proportionate share of the cost of the Improvements in the amount of \$483,000 (“Mitigation Payment”).

This Mitigation Payment shall be allocated to all the dwelling units within the Residential Property, based upon the peak hour trips generated by the residential dwelling unit types for Land Use Plan Amendment PC-07-5, in accordance with the Institute of Transportation Engineers (ITE) Trip Generation Report (8<sup>th</sup> Edition). The Mitigation Payment shall be paid to the County prior to environmental review approval of construction plans for each residential dwelling unit. The proposed single family units generate 281 peak hour trips and the proposed garden apartments generate 207 peak hour trips, resulting in a cost per trip of \$989.75. Therefore, the Mitigation Payment for each single family unit that must be paid prior to environmental review approval of construction plans is \$927.10, and the Mitigation Payment for each garden apartment that must be paid prior to environmental review approval of construction plans is \$640.25. These amounts shall be adjusted every October 1 by the amount of change reflected for the previous twelve (12) month period in the Implicit Price Deflator of the Gross National Product prepared by the United States Department of Commerce Bureau of Economic Analysis. This obligation may also be entirely satisfied at any time by paying the total amount of the unpaid Mitigation Payment as adjusted annually.

3. Amendments. This Declaration shall not be modified, amended or released as to any portion of the Residential Property except by written instrument, executed by the Declarants and/or any owner of a portion of the Residential Property affected by such modification, amendment, or release and approved in writing by the County Commission. Any amendment, modification or release of this Declaration shall be recorded in the Public Records of Broward County, Florida.

4. Recordation and Effective Date. This Declaration shall not become effective until Final Approval and upon recordation amongst the Public Records of Broward County, Florida. Once recorded, this Declaration shall run with the Residential Property for the sole benefit of County and does not operate as a restriction in favor of any property owner, and shall bind all successors and assigns to the title of the Residential Property. As used herein, “Final Approval” shall mean the approval by the County of an Amendment to the Declaration of Restrictive Covenants recorded in O.R.Book 45090, Page 1239 that amends the permitted residential uses within the Residential

Property, and the expiration of any appeal period applicable thereto without an appeal having been taken or, if taken, when finally dismissed with no further appeal permitted.

5. Severability. If any court of competent jurisdiction shall declare any section, paragraph or part thereof invalid or unenforceable, then such judgment or decree shall have no effect on the enforcement or validity of any other section, paragraph or part hereof, and the same shall remain in full force and effect.

6. Captions, Headings and Titles. Articles and paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.

7. Context. Whenever the context requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns or pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

[Signature Pages Following]



**CC FOXCROFT, LLC, a Florida limited liability company**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

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 \_\_\_\_\_, as the \_\_\_\_\_ of CC FOXCROFT, LLC, a Florida limited liability company. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Typed, printed or stamped name of Notary Public

My Commission Expires:



**EXHIBIT "A"**

The Residential Property

Return to: (enclose self-addressed stamped envelope)

Name: Deborah M. McTigue, Esq.

Address:

200 East Broward Boulevard  
15th Floor  
Fort Lauderdale, Florida 33301

This Instrument Prepared by:

Ruden, McClosky, Smith,  
Schuster & Russell, P.A.  
200 East Broward Boulevard  
15th Floor  
Fort Lauderdale, Florida 33301

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### DECLARATION OF COVENANTS

THIS DECLARATION OF COVENANTS ("Declaration") made this 10 day of September, 2009, by FOXCROFT INDUSTRIAL PROPERTY, INC, a Florida corporation, having an address of 3240 Corporate Way, Miramar, Florida 33025 ("Declarant"), shall be for the benefit of BROWARD COUNTY, a political subdivision of the State of Florida, with a post office address at 115 South Andrews Avenue, Fort Lauderdale, FL 33301 (the "County").

#### WITNESSETH:

WHEREAS, Declarant is the fee simple owner of approximately 29.7 +/- acres of land, generally located south of Miramar Parkway between Palm Avenue and Douglas Road in the City of Miramar, Florida, as more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, the County approved a proposed land use Amendment PC 07-5 to change the Broward County Land Use Plan and the land use designation of the Property pursuant to Ordinance No.: 2007-24 (the "LUPA"); and

WHEREAS, Declarant has offered to enter into this Declaration to mitigate increased vehicular traffic impacts in connection with the development of the Property at the intersection of Palm Avenue and Miramar Parkway; and

WHEREAS, Declarant agrees to enter into this Declaration for the benefit of the County, and the County agrees to accept this Declaration in order to place certain covenants on the development of the Property upon "Final Approval" (as hereinafter defined).

NOW, THEREFORE, in consideration of the promises and covenants herein contained, Declarant hereby declares that the Property specifically referenced herein shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants and regulations hereinafter set forth, all of which shall run with the Property and any part thereof and which shall be

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④

binding upon all parties having any right, title or interest in such property or any part thereof, their heirs, successors and assigns.

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

2. Property Development. Declarant hereby acknowledges that the development of the Property is subject to Declarant constructing certain road improvements, and completing said improvements prior to any certificate of occupancy for building square footage generating traffic in excess of 57 peak hour trips, which represents the number of vested peak hour trips associated with the current land use plan designation for the Property. Specifically, Declarant agrees to construct an additional northbound left turn lane, an additional southbound left turn lane and coordinate "Optimized Signalization" (as hereinafter defined) at the intersection of Miramar Parkway and Palm Avenue to create dual left turn lanes in opposing directions along Palm Avenue. The term "Optimized Signalization" shall mean signal timing maximization to develop the most efficient signal-phasing and timing plans for the aforementioned intersection.

3. Amendments. This Declaration shall not be modified, amended or released as to any portion of the Property except by written instrument, executed by the Declarant and/or any owner of a portion of the Property affected by such modification, amendment, or release and approved in writing by the County Commission. Any amendment, modification or release of this Declaration shall be recorded in the Public Records of Broward County, Florida.

4. Recordation and Effective Date. This Declaration shall not become effective until Final Approval and upon recordation amongst the Public Records of Broward County, Florida. Once recorded, this Declaration shall run with the Property for the sole benefit of County and does not operate as a restriction in favor of any property owner, and shall bind all successors and assigns to the title of the Property. As used herein, "Final Approval" shall mean the approval of the LUPA application by the County and the expiration of any appeal period applicable thereto without an appeal having been taken or, if taken, when finally dismissed with no further appeal permitted.

5. Severability. If any court of competent jurisdiction shall declare any section, paragraph or part thereof invalid or unenforceable, then such judgment or decree shall have no effect on the enforcement or validity of any other section, paragraph or part hereof, and the same shall remain in full force and effect.

6. Captions, Headings and Titles. Articles and paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.

7. Context. Whenever the context requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns or pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

[Signature Pages Following]

IN WITNESS WHEREOF, Declarant has executed this Declaration of Covenants on the day first above written.

WITNESSES:

FOXCROFT INDUSTRIAL PROPERTY, INC, a Florida corporation

Alan Milledge  
Printed Name: Alan Milledge  
Marisol Ingram  
Printed Name: Marisol Ingram

By: [Signature]  
Print Name: Bruce Iden  
Title: President  
3240 Corporate Way  
Miramar, Florida 33025

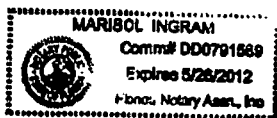
STATE OF FLORIDA )  
COUNTY OF Broward ) SS

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 Bruce Iden, the President of Foxcroft Industrial Property, Inc., a Florida corporation, under authority duly vested in him by said corporation. He 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 10<sup>th</sup> day of September, 2009.

Marisol Ingram  
Notary Public  
Marisol Ingram  
Typed, printed or stamped name of Notary Public

My Commission Expires:



**EXHIBIT "A"**

The Property

**Foxcroft Industrial Property, Inc.**

Legal Description:

A portion of Tracts 40 through 43 and portions of Tracts 56 through 59, Section 29 of the EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION OF SECTIONS 4, 5, 8, 9, 16, 17, 20, 21, 28, 29, 32 AND 33, Township 51 South, Range 41 EAST, according to the plat thereof as recorded in Plat Book 2, Page 75 of the Public Records of Miami-Dade County, Florida and being more particularly described as follows:

COMMENCING at the Northwest corner of the Southeast one-quarter ( S.E. 1/4) of said Section 29; THENCE South 02°08'18" East, along a portion of the West line of said Southeast one-quarter (SE 1/4), a distance of 564.63 feet to the POINT OF BEGINNING; THENCE North 86°13'31" East, a distance of 432.20 feet; THENCE South 00°43'39" East, a distance of 1,298.01 feet; THENCE South 45°56'01" West, along a portion of the North line of the Limited Access Right-of-Way for the Florida Turnpike Extension, as shown on that certain State of Florida Department of Transportation Right-of-Way Map, Section 86471, Sheet 3 of 5 Sheets and the Northeasterly projection thereof, a distance of 851.24 feet; THENCE South 52°33'22" West, a distance of 87.80 feet; THENCE South 80°13'29" West, a distance of 91.24 feet to the Southeast most Southeast corner of Parcel A, Miramar Park of Commerce - Phase IV, according to the Plat thereof as recorded in Plat Book 167, Page 3 of the Public Records of Broward County, Florida, the last two (2) herein described courses being along said North line of the Limited Access Right-of-Way; THENCE on the East boundary of said Parcel A the following seven (7) courses and distances:

1. THENCE North 65°52'09" West, a distance of 120.83 feet;
  2. THENCE North 41°39'39" West, a distance of 166.51 feet;
  3. THENCE North 21°29'18" East, a distance of 753.92 feet;
  4. THENCE North 04°27'02" East, a distance of 240.83 feet;
  5. THENCE North 61°52'12" West, a distance of 136.47 feet,
  6. THENCE North 19°52'22" East, a distance of 362.25 feet;
  7. THENCE North 09°17'08" West, a distance of 192.35 feet;
- THENCE North 00°18'47" West, a distance of 201.69 feet; THENCE North 86°13'31" East, a distance of 279.58 feet to the POINT OF BEGINNING.



Environmental Protection and Growth Management Department  
 Housing Finance and Community Development Division (HFCDD)  
 110 N.E. 3rd Street, 2<sup>nd</sup> Floor • Fort Lauderdale, Florida 33301 • 954-765-5311 • FAX 954-765-5340

June 7, 2010

**REVISED FROM 6/3/09 TO INCLUDE VERY LOW INCOME UNITS**

Kyle Clayton, Development Manager  
 ZOM Florida, Inc.  
 413 N. Federal Highway  
 Fort Lauderdale, Florida 33301

**SUBJECT: AFFORDABLE HOUSING CERTIFICATION  
 ZOM Foxcroft Apartments  
 City of Miramar, Florida**

Dear Mr. Clayton:

Foxcroft has been certified eligible under the Broward County Affordable Housing Program for certain impact fee waivers or reductions. This certification will be for 320 units in the following category as indicated in your application:

Number of Units Proposed by Bedroom Size	Efficiency	One Bedroom	Two Bedrooms	Three Bedrooms	Four Bedrooms
Very Low		32	28	4	
Low		88	136	32	
Moderate					

Dwelling Unit Type	Very Low	Low	Moderate	Total
Single Family Detached				
Townhouse/Villa Attached, Duplex				
Garden Apt. (2-3 Stories)	64	256		320
Mid Rise (4-8 Stories)				
High Rise (9+ Stories)				
<b>Total Units:</b>	<b>64</b>	<b>256</b>		<b>320</b>

**Legal Description:** A PORTION OF PARCELS 5 THROUGH 65 INCLUSIVE OF THE "EVERGLADES SUGAR AND LAND COMPANY SUBDIVISION", OF SECTION 29, TOWNSHIP 51 SOUTH, RANGE 41 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 75, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. (see attached)

**Affordable Housing Certification/Impact Fee Waiver Program  
June 7, 2010**

**As the approved owner of the property, you are required to comply with all applicable terms and conditions of the program, as outlined in your initial application.**

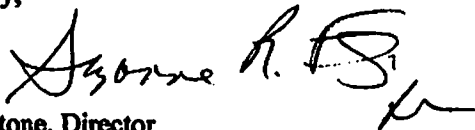
**You must also comply with the Broward County Land Use Plan (BCLUP) for "Affordable Housing." Specifically, the monthly rents or mortgage payments (including taxes and insurance) do not exceed 30 percent of an amount representing the percentage (very low = 50%; low = 50% to 80%; moderate = 80% - 120%) of the median income limits adjusted for family size for the households. To income certify client, please see an example application attached as a guide. Upon completion of the application, retain the original income certification Application in your files.**

**If the owner transfers title to the property within the time period set forth in the Terms and Conditions in the application, the property shall be made available only to a buyer who qualifies as designated on your approved Certification Letter and who will use the property as its principal residence or all fees shall be subject to recapture. "Waivers of impact and/or application fees require that the applicant(s) maintain affordable housing for twenty (20) years for rental housing and ten (10) years for owner-occupied housing in accordance with Broward County Land Development Code." (See page one (1) of your application. On May 22, 2007, the Broward County Board of County Commissioners amended these time frames as noted above.)**

**It is important that you present this letter when discussing the project with County staff or when filing development applications with Broward County. Also, any waiver or reduction to be given by the Broward County School Board will require a separate application from them.**

**In order to complete the process, the Broward County Development and Environmental Regulations Division (DERD) requires the property owner and its mortgagee to enter into a "Declaration of Restrictive Covenant for Affordable Housing." The "Declaration" requires the signatures of all the property owners and mortgagees of the property. In order to verify the owners and mortgagees, the County Attorney's Office requires an "Opinion of Title". Please contact the DERD at (954) 357-6666 for additional assistance.**

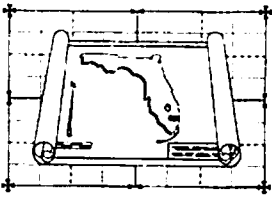
Sincerely,



Ralph Stone, Director

Attachment  
RS/ac


- cc: **Robert A. Payton, City Manager, City of Miramar**  
**Evy Kalus, Senior Planner, Broward County Development and Environmental Regulation Division**  
**David Huizenga, Engineer III, Broward County Engineering Division**  
**Henry Sniezek, AICP, Executive Director, Broward County Planning Council**  
**Chris Akagbosu, Director, Growth Management Division, Facility Management, Planning & Site Acquisition Dept,**  
**Broward County School Board**



# BROWARD COUNTY PLANNING COUNCIL

115 SOUTH ANDREWS AVENUE, ROOM 307 ♦ FORT LAUDERDALE, FLORIDA 33301

TO: David M. Danovitz, AICP, Assistant Director  
Development and Environmental Regulation Division  
Broward County Environmental Protection and Growth Management Department

FROM: Henry A. Sniezek, AICP, Executive Director 

RE: Waterview (019-MP-09)

DATE: July 7, 2010

This memorandum updates our previous comments regarding the referenced plat dated October 6, 2009.

The Future Land Use Element of the City of Miramar Comprehensive Plan is the effective land use plan for the City of Miramar. That plan designates the area covered by this plat for the uses permitted in the "Employment Center" (i.e. Parcel "B"), "Commercial Recreation" (i.e. Parcels "C-1" and "H") and "Low-Medium (10) Residential" (i.e. the remainder of the plat) land use categories. This plat is generally located on the north side of the Homestead Extension of Florida's Turnpike, between Douglas Road and Palm Avenue.

Planning Council staff notes that a portion of this plat (i.e. the entire plat except Parcels "C-1" and "H") was the subject of Broward County Land Use Plan amendment PC 07-5, which was adopted by the Broward County Commission on September 11, 2007, subject to the following voluntary commitments:

- Restrict development to 788 dwelling units consisting of 320 adult affordable high-rise units and 468 townhouse units, and 550,000 square feet of warehouse use.
- Payment of the costs per student station fees for the additional middle and high school students generated by the proposed development.
- Construction of second northbound and southbound left-turn lanes and optimized signalization at the intersection of Miramar Parkway and Palm Avenue.

In addition, the applicant committed to the completion of an archaeological survey prior to development activities and applying for a wetland jurisdictional determination prior to the occurrence of any surface-disturbing activities on the site.

**Waterview  
July 7, 2010  
Page Two**

On June 15, 2010, the Broward County Commission approved an amended Declaration of Restrictive Covenants (DRC) amending the development restriction to permit 620 dwelling units consisting of 320 affordable garden apartments and 300 single-family detached dwelling units, and 550,000 square feet of warehouse space (including office use but excluding retail space). Therefore, the proposed residential uses consisting of 320 very low and low income garden apartments and 300 single-family detached dwelling units on Parcels "A" and "F" are consistent with the effective land use plan.

Planning Council staff notes that in connection with said amended DRC, the applicant has offered a voluntary commitment to mitigate additional regional transportation impacts resulting from the change in residential development on Parcels "A" and "F."

The proposed 550,000 square feet of warehouse and ancillary office uses are in compliance with the effective land use plan, provided that a note on the face of the plat restricts these uses to Parcel "B."

Regarding Parcel "H," Planning Council staff has confirmed with the applicant that the referenced ancillary uses to residential development will consist of landscaping, a portion of the entry drive and a sign. The note on the face of the plat must restrict Parcel "H" to uses consistent with the "Commercial Recreation" land use designation.

The effective land use plan shows the following land uses surrounding the plat:

North: Low-Medium (10) Residential and Irregular (19.9) Residential  
South: Employment Center, Transportation, Office Park and Commercial Recreation  
East: Office Park, Commercial, Low-Medium (10) Residential, Commercial Recreation and Irregular (19.9) Residential  
West: Low-Medium (10) Residential, Irregular (19.9) Residential, Commercial Recreation and Employment Center

The contents of this memorandum are not a judgment as to whether this development proposal complies with the Broward County Trafficways Plan, local zoning, other land development regulations or the development review requirements of the Broward County Land Use Plan including its concurrency requirements.

HAS:GCF

cc: Robert A. Payton, City Manager  
City of Miramar

Harold Zombek, AICP, Director, Community Development Department  
City of Miramar