

The ABC's of PPPs

Miramar Town Center

Presented by:
Steven W. Zelkowitz, Esq.



Elements of Successful PPP

- Preparation
- Shared Vision
- Clarity of Risks and Rewards
- Rational Decision Making Processes
- Consistent Leadership
- Communication
- Fair Deal Structure
- Building Trust as a Core Value

Traditional Neighborhood Development

- Live. Work. Play.
- Compact, pedestrian friendly community
- Residential options
- Public community center
- Plaza or village green
- Transit stop
- Retail establishments, services, employment entertainments and civic facilities
- Interconnected streets
- Buildings fronting streets/parking in rear
- Open spaces
- Miami Lakes, Abacoa, Winter Park and Celebration

MTC Site

- Central location
- 54 acre site
- 14 acres for public development
- 40 acres for private development
- Master Plan
- Pattern Book

Master Plan



MASTER PLAN & PATTERN BOOK



 Master Plan

Miramar Town Center Master Plan

The Master Plan represents the City of Miramar's vision for the Miramar Town Center. It provides a guide that establishes key components and principles for its development and is the basis for the Regulating Plan and Pattern Book.



 Pattern Book

Miramar Town Center Pattern Book

The Pattern Book and Regulating Plan are documents that are used together to regulate detailed aspects of the Master Plan. The principal intent of these design guidelines is to facilitate the implementation of the master plan and ensure that the Plan is implemented in the manner envisioned by the City of Miramar.

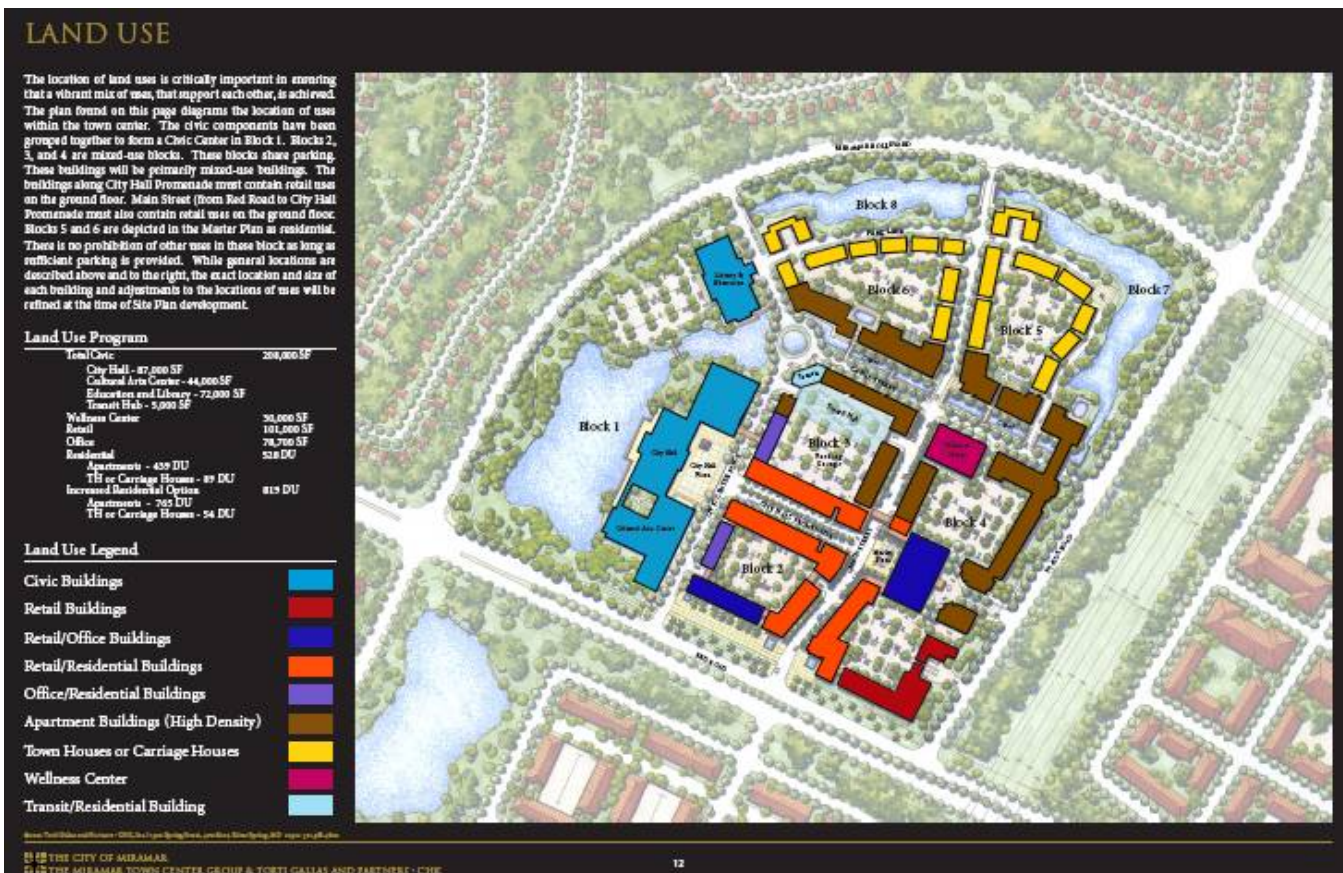
Pattern Book

The Pattern Book is also based upon the vision of the Master Plan. It regulates the architectural massing, building types, heights, facades, styles, materials, and details. The pattern book establishes the basic design guidelines that will ensure that the architecture of the individual buildings within the town center will all be in keeping with the overall vision. Also described in the Pattern Book are guidelines for open space, streets, parking, and service functions.

Regulating Plan

The Regulating Plan is based upon the approved Master Plan and serves to locate specific uses. Furthermore, it establishes the basic framework for the town center by regulating street locations, street types, building types, setbacks and "build-to" lines, parking locations, service locations, and other elements necessary for the successful implementation of the master plan. It is primarily a two dimensional document that is used in conjunction with the Pattern Book (which is used to regulate both the two dimensional and the three dimensional aspects of the Master Plan).

Master Plan



Pattern Book

SPANISH RENAISSANCE REVIVAL HIGH STYLE



The Miramar Town Center Spanish Revival High Style is characterized by overall simplicity with detailed elements at key points such as building entries. Historically, these key points were detailed in a Spanish Baroque style (Churrigueresque) or Plateresque (16th Century Spanish/Moorish). The principal building entries shall be designed in a highly detailed manner. Thick walls with punched windows are also characteristic along with stone or precast sills with moderate detailing. This style is also characterized by red terra cotta barrel tile roofs with a shallow pitch (4:12 or 5:12).

Some general characteristics of this style include:

1. Simple forms, symmetrically arranged
2. Hip roofs with a shallow pitch (4:12 or 5:12)
3. Flat roof behind a parapet
4. Red barrel tile roof
5. Ornate entrance
6. Massive stucco wall surface
7. Arcades
8. Focal windows
9. Eaves with moderate overhangs
10. Wall surfaces with less than 25% openings

Revised: 2014.05.01 and 2014.05.02. © 2014 The City of Miramar, Florida. All Rights Reserved. 2014.05.01 and 2014.05.02.

THE CITY OF MIRAMAR
THE MIRAMAR TOWN CENTER GROUP & TONY GALLO AND PARTNERS • CHE

WINDOWS

Typical Window **Ornate Window**

Typical Windows
 Rectangular punched window openings with recessed windows
 Casement windows
 Multi-pane units
 No trim around the jamb and head
 No sill or stone/precast sill with some detail
Focal Windows
 Single windows or grouped as three (3) windows
 Focal windows with balcony
 Single balconies with "French" doors supported by brackets
 Focal windows have stone or precast or plaster trim
 Casement windows
 Rectangular or arched windows

DOORS

Recessed double door
 Custom multi-paned door
 Ornate principle entry doorway surround in stone or stucco
 Arched or rectangular doorway
 Window above doorway part of ornamentation

MASSING

HIPPED ROOF **FLAT ROOF WITH PARAPET**

Simple forms (rectangular)
 Hipped roof or flat roof with parapet
 Two or three stories
 First floor taller than other floors

DETAILS

Moderate overhangs
 Simple cornice
 Absence of frieze or highly detailed frieze
 Brackets under eave
 Single balcony with brackets of stone/precast
 Balcony railings of metal or stone/precast
 Slightly undulating stucco

ARCADES & COLUMNS

Arcade supported by columns
 Ionic order
 Deep arcades
 Articulated piers or columns

TYPICAL MATERIALS*

Cladding: Sand finish or slightly undulating stucco with stone/cast stone cornice or frieze

Roofing: Red barrel tile

Windows: Casement with trans or four divided lights

Trim: Plaster, stone/cast stone, or EIFS

Shutters: Not permitted

Corners: None or invisibly integrated into the roof

Downspouts: Copper or other metal

Soilite: Sand finish stucco

Columns: Stone, cast stone, or stucco

Railings: Ornamental metal or stone/precast ornamental rail or wood with ornamental metal proportions

Foundation: Stucco

Fencing: Stucco walls

Colors: White, pale beige, or warm earth tones

*These materials may be substituted with other high quality materials of similar appearance

Urban Design Features



Descriptions of Urban Design Features

- (A) Architectural Features**
 1. Coordinated Facade
 2. Small Tower Element
 3. Small Tower Element
 4. Tower Element
 5. Entry Marker
 6. Tower Element
 7. Tower Element
 8. Architectural Skin on Parking Garage
 9. Tower Element
 10. Gateway Feature/Pedestrian Bridge
- (S) Site Features**
 1. Gateway Landscape Features/Entry Plaza
 2. Special Paved Parking Plaza
 3. Gateway Landscape Feature
 4. 20' Wide Sidewalks
 5. Water Feature
 6. Major Landscape Feature/Sculpture
 7. Small Plaza
 8. Village Green
 9. Community Center Pool
 10. Pedestrian Plaza at Retail Entry

Note: The adjacent diagram shows the location of key urban features. These features are located at the terminations of important axis, are used to frame courtyards and spaces, and help define the three dimensional character of the Miramar Town Center. The descriptions above note the type of feature to be designed at key points. Note and detail are to be developed at time of building design.

Legend

- Architectural Features
- Arcade Under Building
- Arcade Attached to Building
- Arcade Attached to Building/
or Retractable Awnings
- Coordinated Facades

HART HOWERTON
ARCHITECTS
PLANNERS
LANDSCAPE ARCHITECTS

Miramar Town Center
November 2005

Urban Design Features
Rockefeller Group Development Corporation
Kinross Realty

Governmental Land Uses

- Miramar City Hall
- Cultural Center/Arts Park
- Civic Plaza
- Broward County Library
- Educational Facilities (Nova and BCC)
- Public Parking Garage
- Transit Hub
- Open Space (Emerald Necklace)

Land Use Plan



SITE PLAN & ARCHITECTURAL RENDERINGS



Lake Vista

The City Hall, Cultural Center-Arts Park and the Community Library-Educational Complex overlook the Town Center's largest lake and greet the traveling public on the Red Road/Flamingo Road Connector and Miramar Boulevard. The Botanical Garden, located between the City Hall and the proposed Cultural Center-Arts Park also shares breathtaking views to the lake. The Botanical Garden is envisioned as an open air arcade that displays specimen plants from the South Florida region. It will also serve as the "trail head" for the "emerald necklace" path system that circles the lake and traverses the entire Town Center site.

SITE PLAN & ARCHITECTURAL RENDERINGS



Civic Plaza

The civic buildings of a town identify the symbolic and ceremonial heart of a city. City Hall, the Cultural Center-Arts Park, the Community Library-Education Complex and the Mass Transit Hub have been grouped together to create a civic center that reflects the symbolic importance of the civic buildings of the City of Miramar. The Civic Plaza will anchor all of these uses. It will also serve as both a formal entry and a gathering space for various city functions. The design of the plaza is flexible enough to accommodate diverse programs.

Cultural Center/Arts Park



Private Land Uses

- Retail
- Office
- Wellness Center
- Residential (condos/apts/townhomes)
- Parking Garages

Land Use Plan



SITE PLAN & ARCHITECTURAL RENDERINGS



City Hall Promenade – Block 3

City Hall Promenade will serve as the main shopping district filled with retail stores, boutiques, cafes, and restaurants. Covered walkways along City Hall Promenade will connect City Hall Plaza to Market Square and create a comfortable shopping and entertainment environment.

SITE PLAN & ARCHITECTURAL RENDERINGS



Office Building – Block 4B

Located across from Market Square, the 4-story office building is designed to meet the highest business standards. The first floor of the building will contain specialty retail while floors 2-4 will contain office suites ranging in size from approximately 1,600 square feet to 43,000 square feet. An adjacent parking garage containing over 600 parking spaces offer tenants and their visitors generous parking.

SITE PLAN & ARCHITECTURAL RENDERINGS



Market Square – Block 4B North

Market Square is envisioned as an eclectic, people oriented space that is used for dining, markets and entertainment. Market Square opposes the Civic Plaza as the eastern terminus of City Hall Promenade. As a single ensemble, the Civic Plaza and Market Square (the two primary public spaces) connected by City Hall Promenade will accommodate Miramar's largest cultural and entertainment events. Market Square will be home to all types of activities; formal and informal; arranged and spontaneous.

SITE PLAN & ARCHITECTURAL RENDERINGS



Canal Street

Canals front some of the most romantic and serene streets found in the world. The Town Center's Canal Street will give pedestrians the opportunity to be close to the water and to enjoy its pleasant sounds and cooling effects that make for a highly memorable experience.

Town Center



Town Center



Legal Framework

- Sale and Purchase Agreement
- Construction Agreements
- Development Agreement
- Maintenance Declaration
- Condominium Documents
- Library Agreements

Sale and Purchase Agreement

- Seven Amendments
- Purchase Price (secured by LOC)
- Amendment to Deed Restrictions
- Amendment to Plat Notation
- Assignment of ERCs
- Parking Lot Easement Agreement

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is entered into as of the 14th day of ~~February~~^{March}, 2005 (the "Effective Date"), between the CITY OF MIRAMAR, a Florida municipal corporation ("City"), and ROCK-KIM MIRAMAR, LLC, a Delaware limited liability company, authorized to transact business in the State of Florida ("Purchaser").

1. Purchase and Sale. In consideration of their mutual covenants set forth in this Agreement, the City agrees to sell to Purchaser, and Purchaser agrees to purchase from the City, for the Purchase Price (as hereinafter defined) and on the terms and conditions set forth herein, the following:

- (a) All of the land (the "Real Estate") situate in the City of Miramar, Broward County, Florida, described on Exhibit "A" attached hereto and made a part hereof; and
- (b) All improvements located on the Real Estate ("Improvements").

The Real Estate and Improvements are sometimes collectively referred to herein as "Premises".

2. Purchase Price.

- (a) The purchase price for the Premises shall be Eleven Million Three Hundred Forty Thousand and 00/100 DOLLARS (\$11,340,000.00) ("Purchase Price").
- (b) The Purchase Price shall be paid to the City as follows:
 - (i) \$1,000,000.00, the Deposit described in Section 3 below and delivered to Escrow Agent on the Effective Date and which shall be paid to the City at Closing; plus
 - (ii) \$2,600,000.00 at Closing, subject to prorations and adjustments as provided in this Agreement, to be paid by cashier's or official bank check drawn on a Florida bank or savings institution or by wire transfer or immediately available federal funds; plus
 - (iii) \$3,960,000.00 on the date which is one (1) year after the Closing Date (hereinafter defined), to be paid by cashier's or official bank check drawn on a Florida bank or savings institution or by wire transfer or immediately available federal funds; plus
 - (iv) \$3,780,000.00 on the date which is two (2) years after the Closing Date, to be paid by cashier's or official bank check drawn on a

Temp. Reso. #R3236
2/8/05
2/10/05

CITY OF MIRAMAR
MIRAMAR, FLORIDA

RESOLUTION NO. 05-122

CERTIFICATION

I CERTIFY THIS TO BE A TRUE & CORRECT
COPY OF THE ORIGINAL DOCUMENT ON
FILE AT CITY HALL.

WITNESS MY HAND AND OFFICIAL SEAL OF
THE CITY OF MIRAMAR THIS 5 DAY
OF December 20 05

Yvette M. McHenry
CITY CLERK

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING A SALE AND PURCHASE AGREEMENT, A DEVELOPMENT AGREEMENT AND A DECLARATION OF COVENANTS, RESTRICTIONS, CONDITIONS AND EASEMENTS ALL BETWEEN THE CITY AND ROCK-KIM MIRAMAR, LLC FOR THE PORTION OF THE MIRAMAR TOWN CENTER SITE SLATED FOR PRIVATE DEVELOPMENT; APPROVING THE EXPENDITURE OF \$6,977,000 FOR THE PURCHASE OF THE CITY'S PORTION OF A PARKING GARAGE AND BUS/MASS TRANSIT HUB; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in May of 2001, the City purchased a 54-acre parcel of land, located at the geographic center of the City, from Cleghom Shoe Corp. (the "Town Center Site"); and

WHEREAS, it was the intention of the City to use the Town Center Site for the construction of a town center utilizing concepts of Traditional Neighborhood Development that includes a dynamic mix of public and private uses including retail, office, residential, wellness, governmental and cultural; and

WHEREAS, the Town Center Site is conveniently located in the geographic heart of the City and will propel the City forward in its vision to provide a true town center for it's citizenry and become a self-contained community with a strong sense of place (the "Vision"); and

WHEREAS, in August of 2000, the City conducted a market and development study to determine whether the Vision was feasible and regularly updated such study; and

WHEREAS, in November of 2000, the City Commission added a Traditional Neighborhood Design District ("TNDD") to the City's Land Development Code and subsequently rezoned the Town Center Site to this designation; and

Reso. No. 05-122

Development Agreement

- Master Plan (use/density restrictions)
- Pattern Book
- Project Phasing/Completion Dates
- Garage Construction (secured by LOC)
- Bus/Mass Transit Hub (FTA Grant)
- Restrictions on Transfer
- Repurchase Rights

This instrument prepared by
and after recording return to:

Steven W. Zelkowitz, Esq.
GrayRobinson, P.A.
401 East Las Olas Boulevard
Suite 1710
Fort Lauderdale, FL 33301

INSTR # 105677890
OR BK 41234 Pages 1486 - 1627
RECORDED 01/09/06 13:35:30
BROWARD COUNTY COMMISSION
DEPUTY CLERK 1016
#3, 140 Pages

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") dated as of December 16, 2005 (the "Effective Date"), is entered into by and between the CITY OF MIRAMAR, a Florida municipal corporation (the "City") having an address at 2300 Civic Center Place, Miramar, Florida 33025 and ROCK-KIM MIRAMAR, LLC, a Delaware limited liability company (the "Owner") having an address at 3333 New Hyde Park Road, New Hyde Park, New York 11042.

RECITALS

1. The Owner is the owner of fee simple title to certain real property located within the City as more particularly described on Exhibit "A" (the "Property") attached and made a part of this Agreement, which Property consists of a portion of the real property subject to the plat of the Town Center Site recorded in Plat Book 172, Page 141, of the Public Records of Broward County, Florida (the "Plat").
2. The Property is located within the area subject to the East Miramar Areawide Development of Regional Impact as set forth in that certain Development Order adopted by the City on March 17, 1993, as referenced in that certain Notice of Adoption of Development Order recorded in Official Records Book 20617, Page 239, of the Public Records of Broward County, Florida and any amendments thereto (the "DRI Development Order").
3. The Property is also subject to certain deed restrictions as set forth in that certain Warranty Deed dated May 25, 2001 from Cleghorn Shoe Corp. ("Cleghorn") to the City of Miramar recorded September 26, 2001 in Official Records Book 32158, Page 1999 of the Public Records of Broward County, Florida which have been amended by the City and Cleghorn as set forth in Section 2.8 below (the "Deed Restrictions"); provided neither this reference to the Deed Restrictions nor any other reference to the Deed Restrictions in this Agreement shall act to reimpose same.
4. The Owner purchased the Property from the City pursuant to that certain Sale and Purchase Agreement (as amended, the "Sale and Purchase Agreement") effective as of March 4, 2005 (the "SPA Effective Date") and, as a condition to the sale of the Property, the City requires the Owner to enter this Agreement in order to evidence, among other things, the Owner's agreement to develop the Property consistent with the Master Plan (as defined below and attached hereto as Exhibit "B" and made a part of this Agreement), which development generally

142

Maintenance Declaration

- Master Plan
- Open Space and Park Improvements
 - Emerald Necklace
- Surface Water Management System
 - Lakes
 - Canal
- Maintenance/Management
 - City to perform
 -
- Maintenance Assessments
- Lien Rights
- Cross Easements

This instrument prepared by
and after recording return to:

Steven W. Zelkowitz, Esq.
GrayRobinson, P.A.
401 East Las Olas Boulevard
Suite 1710
Fort Lauderdale, FL 33301

INSTR # 105677891
OR BK 41234 Pages 1628 - 1668
RECORDED 01/09/06 13:35:30
BROWARD COUNTY COMMISSION
DEPUTY CLERK 1016
#4, 41 Pages

**DECLARATION OF COVENANTS, RESTRICTIONS, CONDITIONS
AND EASEMENTS FOR TOWN CENTER**

THIS DECLARATION OF COVENANTS, RESTRICTIONS, CONDITIONS AND EASEMENTS FOR TOWN CENTER (the "Declaration") dated as of December 16, 2005 (the "Effective Date"), is entered into by and between the **CITY OF MIRAMAR**, a Florida municipal corporation (the "City") having an address at 2300 Civic Center Place, Miramar, Florida 33025 and **ROCK-KIM MIRAMAR, LLC**, a Delaware limited liability company (the "Owner") having an address at 1221 Avenue of the Americas, New York, New York 10020.

RECITALS

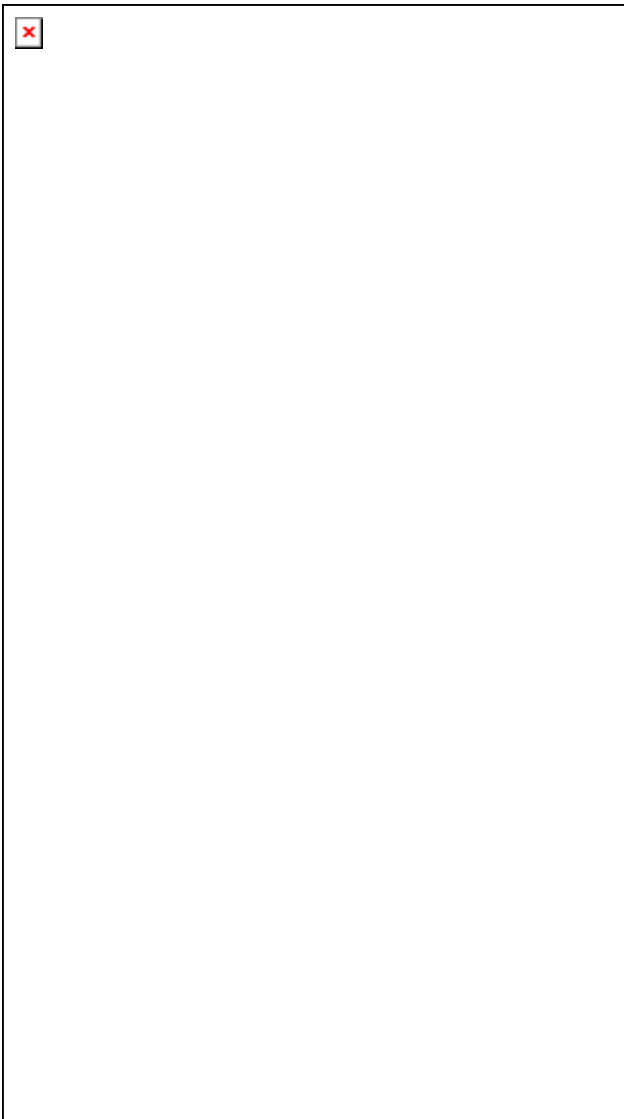
1. The Owner is the owner of fee simple title to certain real property located within the City as more particularly described on Exhibit "A" attached and made a part of this Declaration (the "Owner Property"), which Owner Property consists of a portion of the real property subject to the plat of the Town Center Site recorded in Plat Book 172, Page 141, of the Public Records of Broward County, Florida (the "Plat").
2. The City is the owner of fee simple title to certain real property located within the City as more particularly described on Exhibit "B" attached and made a part of this Declaration (the "City Property"), which City Property consists of a portion of the real property also subject to the Plat.
3. The Owner purchased the Owner Property from the City pursuant to that certain Sale and Purchase Agreement dated March 4, 2005, as amended, and, as a condition to the sale of the Property, the City requires the Owner to enter into this Declaration in order to evidence, among other things, the agreement of the parties with respect to the maintenance, operation and repair of certain infrastructure and amenities such as the surface water management system that serves both the Owner Property and the City Property, the payment and collection of assessments for the maintenance, operation and repair of such infrastructure and amenities, and the granting of certain easement rights as set forth herein, which agreements between the parties shall be binding covenants, restrictions and obligations with respect to the present and future owners of the Owner Property and the City Property (collectively, the "Properties") all as set forth herein.

NOW, THEREFORE, in consideration of the mutual benefits and covenants of the parties, the receipt and sufficiency of which is hereby acknowledged, Owner and City hereby

(4)

Condominium Documents

- Master Declaration
 - Master security system
- Block Declaration
 - Interface residential wrap and garage units
- Garage Declaration
 - 3 units (City spaces/Developer spaces/bus-mass transit hub)



THIS INSTRUMENT PREPARED BY
AND RETURN TO:

JEFFREY R. MARGOLIS, ESQ.
JEFFREY R. MARGOLIS, P.A.
DUANE MORRIS LLP
200 SOUTH BISCAYNE BOULEVARD, SUITE 3400
MIAMI, FLORIDA 33131

INSTR # 107098607
OR BK 44103 Pages 1537 - 1630
RECORDED 05/29/07 12:37:53
BROWARD COUNTY COMMISSION
DEPUTY CLERK 2080
#2, 94 Pages

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

JEFFREY R. MARGOLIS, ESQ.
JEFFREY R. MARGOLIS, P.A.
DUANE MORRIS LLP
200 SOUTH BISCAYNE BOULEVARD, SUITE 3400
MIAMI, FLORIDA 33131

INSTR # 107098600
OR BK 44103 Pages 1446 - 1538
RECORDED 05/29/07 12:37:53
BROWARD COUNTY COMMISSION
DEPUTY CLERK 2080
#1, 91 Pages

DECLARATION FOR
BLOCK 3

TABLE OF CONTENTS

	Page
1. Recitals.....	1
2. Definitions.....	1
3. Interpretation.....	6
4. Block 3 Condominiums.....	6
5. Property Subject to this Declaration.....	6
5.1 Boundary of Block 3.....	6
5.2 City Protection.....	6
5.3 Changes to Block 3.....	7
5.4 Disputes.....	7
6. Amendments.....	7
6.1 General Restrictions on Amendments.....	7
6.2 No Vested Rights.....	7
6.3 Amendments Prior to and Including the Community Completion Date.....	7
6.4 Amendments After the Community Completion Date.....	7
7. Binding Effect and Membership.....	7
7.1 Term.....	7
7.2 Membership.....	7
7.3 Voting Interests.....	7
7.4 Document Recordation by Owners Prohibited.....	7
7.5 Composition of Board.....	7
7.6 Conflicts.....	8
8. Operation of the Wrap Building.....	8
8.1 Landscaping and Sidewalks.....	8
8.2 Streetlights.....	8
8.3 Garage Transformer.....	8
8.4 Garage Pump Room.....	8
8.5 Garage Fire Command Room.....	8
8.6 Operation of Shared Commercial Facilities.....	9
8.7 Operation of Shared Residential Facilities.....	9
8.8 Operation of Shared Wrap Facilities.....	9
8.9 Standard of Performance.....	9
8.10 Commercial Glass Surfaces.....	9
8.11 Post Tension and Related Concerns.....	9
8.12 Garage.....	9
8.13 Rules and Regulations.....	9
8.13.1 Generally.....	9
8.13.2 Developer Not Subject to Rules and Regulations.....	9
8.14 Public Facilities.....	10
9. Use Restrictions.....	10
9.1 Animals.....	10

DM20753709.13

(Page 1 of 94)

Declaration for Block 3 (Miramar Town Center)

94

DM20752547.12

DECLARATION FOR MIRAMAR TOWN CENTER

TABLE OF CONTENTS

	Page
1. Recitals.....	1
2. Definitions.....	1
3. Amendment.....	4
3.1 General Restrictions on Amendments.....	4
3.2 Amendments Prior to and Including the Community Completion Date.....	4
3.3 Amendments After the Community Completion Date.....	4
4. Dissolution.....	4
4.1 Generally.....	4
4.2 Applicability of Declaration after Dissolution.....	5
5. Binding Effect.....	5
5.1 Term.....	5
5.2 Voting Interests.....	5
5.3 Composition of Board.....	5
5.4 Conflicts.....	5
6. Paramount Right of Developer.....	5
7. Operation of Common Areas.....	5
7.1 Prior to Conveyance.....	5
7.2 Construction of Common Areas Facilities.....	5
7.3 Use of Common Areas by Developer.....	6
7.4 Conveyance.....	6
7.4.1 Generally.....	6
7.4.2 Form of Deed.....	6
7.5 Operation After Conveyance.....	6
7.6 Delegation.....	6
7.6.1 Common Management.....	7
7.7 Use.....	7
7.7.1 Nonexclusive Use.....	7
7.7.2 Right to Allow Use.....	7
7.7.3 Waterbodies.....	7
7.7.4 Obstruction of Common Areas.....	7
7.7.5 Assumption of Risk.....	7
7.7.6 Obligation to Indemnify.....	7
7.8 Rules and Regulations.....	8
7.8.1 Generally.....	8
7.8.2 Developer Not Subject to Rules and Regulations.....	8
7.9 Public Facilities.....	8
7.10 Default by Another Block Association, Member or Member's Constituent.....	8
7.11 Special Taxing Districts.....	8
7.12 Master Association's Obligation to Indemnify.....	8
8. Performance Obligations of Master Association.....	9
8.1 Common Areas.....	9
8.2 Water Management Declaration.....	9
8.3 Sewer Facilities.....	9

Declaration for Miramar Town Center

(Page 1 of 91)

91

Library Documents

- Deed to County
 - Reverter to City if not used for library
- Interlocal Agreement
 - Reversion to City if not used for library
 - County to construct 2 additional floors
- 99-Year Leaseback to City
 - \$1.00/year rent
 - Approving sublease for educational uses
- Subleases with BCC and NSU

GRAY ROBINSON
ATTORNEYS AT LAW

INSTR # 107047447
OR BK 44002 Pages 946 - 953
RECORDED 05/08/07 11:28:19
BROWARD COUNTY COMMISSION
DEPUTY CLERK 1923
#1, 8 Pages

This instrument prepared by:

Gail D. Serota, Esq.
Weiss Serota Helfman Pastoriza Cole & Boniske, P.A.
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, Florida 33134

After recording return to:

Noel M. Pfeffer, Deputy County Attorney
Broward County Attorney's Office
Governmental Center, Suite 423
115 South Andrews Avenue
Ft. Lauderdale, FL 33031

Tax Folio Identification Number: 514024130010

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and delivered on May 2, 2007, by CITY OF MIRAMAR, a Florida municipal corporation (the "CITY"), whose mailing address is 2300 Civic Center Place, Miramar, Florida 33025, in favor of BROWARD COUNTY, a political subdivision of the State of Florida (the "COUNTY"), whose mailing address is Broward County Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301.

WITNESSETH:

That CITY, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, conveys, and confirms unto COUNTY, its successors and assigns, the real property (the "Property") located in Broward County, Florida and more particularly described as:

See Exhibit "A" attached hereto and made a part hereof.

Subject to:

1. Taxes and assessments for the year 2006 and subsequent years.
2. All matters set forth on the MIRAMAR TOWN CENTER PLAT, Plat Book 172, Page 141, of the Public Records of Broward County, Florida.

1

F:\500\509084\Library Documents\Deed and Legal Descriptions\Execution Copy of Special Warranty Deed to Broward County 2-7-07.doc



INTERLOCAL AGREEMENT BETWEEN

BROWARD COUNTY

AND

CITY OF MIRAMAR

FOR DEVELOPMENT OF A
PUBLIC LIBRARY

RECEIVED

MAR 10 2004

City Manager
Operational Services

This is an Interlocal Agreement ("Agreement") between Broward County, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "COUNTY," through its Board of County Commissioners and the City of Miramar, a Florida municipal corporation organized and existing under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "CITY."

WHEREAS, the CITY is the owner of certain real property within its corporate limits and desires to convey such real property to the COUNTY for the construction and operation of a public library, subject to the terms and conditions of this Agreement; NOW THEREFORE,

In consideration of the mutual terms and conditions, promises, covenants and considerations hereinafter set forth, COUNTY and CITY agree as follows:

1. DESCRIPTION OF LAND. CITY hereby agrees to convey to COUNTY for ten dollars (\$10.00), and other good and valuable considerations, that certain parcel of real property consisting of approximately four (4) acre as more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof ("Real Property").
2. CONVEYANCE AND PLATTING. CITY shall deliver fee simple title by Special Warranty Deed ("Deed") to COUNTY, conveying good clear record marketable and insurable title to the Real Property within fourteen (14) days of written notice from COUNTY's Director of Libraries Division. The title to be delivered by CITY shall be subject only to: (a) building and zoning laws, ordinances, state and federal regulations; (b) restrictions relating to use of the Real Property recorded in the Official Records and not prohibit the proposed use; (c) reservation of any oil, gas, and mineral rights by the State of Florida; (d) the Parking Lot Easement Agreement (as defined in Section 9 below); (e) existing and new utility, drainage, landscaping, and cross access easements including bike paths which do not interfere with the proposed use of the Real Property, if any, and (f) those matters of record accepted by COUNTY in its sole discretion. The parties acknowledge that the Real Property and the Library (as defined in Section 6.1 below) to be

1

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), is made and entered into this 2 day of May, 2007, by and between BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns, through its Board of County Commissioners, having an address at Broward County, Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 (hereinafter referred to as the "LANDLORD"), and the CITY OF MIRAMAR, a municipal corporation organized and existing under the laws of the State of Florida having an address at 2300 Civic Center Place, Miramar, Florida 33023 (hereinafter referred to as the "TENANT").

WITNESSETH:

In consideration of the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, it is hereby mutually agreed by and between the parties as follows:

1. DESCRIPTION, TERM AND RENT:

- 1.1 LANDLORD hereby leases unto TENANT approximately forty two thousand (42,000) square feet of space consisting of the second and third floors and the shared entrance, and lobby, and the elevator area on the first floor of approximately one thousand six hundred (1,600) square feet for use by the TENANT to access the second and third floors (the "Premises") of that certain library to be constructed by LANDLORD within the Miramar Town Center situated in the City of Miramar, County of Broward, State of Florida, on the real property more particularly described on Exhibit "A" attached hereto (the "Library"). Following completion of the Library, the parties shall attach to this Lease as Exhibit "C" the as-built floor plans for the Premises which shall contain calculations of the square footage of the Premises and the community library facility and its shared entrance on the first floor. Such calculations shall be used as the basis for all prorata payments to be made by the parties hereunder. The square footages and calculations shown on the "as-built" plans shall be deemed conclusive and binding on the parties and are not subject to challenge. In the event that the square footage of the Premises and/or the Library are altered during the term of this Lease, amended "as-built" plans and specifications will be provided by the party causing such alterations along with amended calculations, which will then be utilized by the parties for the purposes hereof. The term of this Lease is ninety nine (99) years commencing upon the issuance of a certificate of occupancy or use, as applicable, for the Library, and terminating ninety nine (99) years thereafter, plus any renewals exercised per this Lease, for the total rental

Progress to Date



City Hall



GRAY ROBINSON

ATTORNEYS AT LAW



Cultural Center/Arts Park





Library-Education Center





GRAY ROBINSON
ATTORNEYS AT LAW




*Rockefeller Group
Development Corporation*

Miramar Town Center

Print #90724279

Date: 07/24/09

Lat/Lon: 25.98659 -80.29992

 Aerial Photography, Inc. 954-568-0484




*Rockefeller Group
Development Corporation*

Miramar Town Center

Print #90724277

Date: 07/24/09

Lat/Lon: 25.98659 -80.29992

 Aerial Photography, Inc. 954-588-0484

GRAY ROBINSON
ATTORNEYS AT LAW



*Rockefeller Group
Development Corporation*

Miramar Town Center

Print #90724280
Date: 07/24/09
Lat/Lon: 25.98659 -80.29992
Aerial Photography, Inc. 954-568-0484

- UNGROUPED PICTURES

































GRAY ROBINSON
ATTORNEYS AT LAW




*Rockefeller Group
Development Corporation*

Miramar Town Center

Print #90724279

Date: 07/24/09

Lat/Lon: 25.98659 -80.29992

 Aerial Photography, Inc. 954-568-0484

GRAY | **ROBINSON**
ATTORNEYS AT LAW




*Rockefeller Group
Development Corporation*

Miramar Town Center

Print #90724277

Date: 07/24/09

Lat/Lon: 25.98659 -80.29992

 Aerial Photography, Inc. 954-588-0484

GRAY ROBINSON
ATTORNEYS AT LAW



*Rockefeller Group
Development Corporation*

Miramar Town Center

Print #90724280
Date: 07/24/09
Lat/Lon: 25.98659 -80.29992
Aerial Photography, Inc. 954-568-0484