

# APPENDIX E

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## Land Use Supplemental Information

This Appendix includes supplemental information related to land use in the vicinity of Fort Lauderdale-Hollywood International Airport (FLL), in support of the Part 150 Study. Land Use Supplemental Information in this section is included in the following sub-appendices:

- Appendix E-1 Summary of the FLL Environmental Impact Statement (EIS) Mitigation
  - Detailed Summary of the EIS Mitigation Measures
  - Interlocal Agreement Between the City of Dania Beach and Broward County
- Appendix E-2 City of Dania Beach Land Use Amendment to Establish a Regional Activity Center (RAC)
  - Overview of the Amendment to establish a RAC
  - City of Dania Beach Land Use Plan Amendments
- Appendix E-3 Town of Davie Land Use Plan Amendments
  - Overview of the Town of Davie Land Use Plan Amendments
  - Land Use Plan Amendments
- Appendix E-4 Part 150 Study Land Use Measures Evaluated but Not Recommended

## **Appendix E-1**

### **Summary of the FLL EIS Mitigation**



## **Summary of the FLL EIS Mitigation**

Detailed Summary of the EIS Mitigation Measures

As described in **Chapter 3, Noise Compatibility Program – Land Use Management Measures**, prior to this FLL Part 150 Study, the Broward County Aviation Department (BCAD) implemented several corrective and preventative land use measures related to airport noise.

In 2008, Broward County completed an Environmental Impact Statement (EIS) and the FAA issued a ROD for the expansion of the Airport's south runway (Runway 10R-28L, formerly Runway 9R-27L). As part of the ROD, the FAA required the County to implement noise mitigation measures within the EIS 2020 DNL 65+ contours. In October 2012, the Broward County Board of County Commissioners approved the Noise Mitigation Plan, as amended to conform to FAA requirements, which identified specific noise mitigation measures that would be implemented as a result of the expansion of Runway 10R-28L and in accordance with the Record of Decision (ROD). These measures were also incorporated into the provisions of an interlocal agreement between the City of Dania Beach and Broward County, executed in November 2013 (see **Attachment 1**). This section describes the noise mitigation measures implemented as a result of the EIS Noise Mitigation Plan and the Interlocal Agreement.

## E.1 FLL Voluntary Residential Sound Insulation Program (RSIP)

Beginning in 2012, BCAD implemented a voluntary residential sound insulation program (RSIP) to sound-insulate residential properties in the City of Dania Beach. In accordance with the mitigation requirements of the ROD, three noise impact areas were identified as eligible for the RSIP as a result of increased noise exposure due to the Runway 10R-28L expansion. The areas consisted of residential units within the 2020 EIS DNL 65 contour and included block rounding so that each neighborhood would be eligible as a whole.<sup>1, 2</sup> Mobile homes and modular units were not included in the RSIP as sound insulation methods are ineffective for these structures.

The RSIP included a variety of improvements that are designed to reduce noise levels experienced inside of a home by at least 5 dB to an interior noise level of 45 dB or below. Depending on the structure and noise levels, sound insulation treatments included window and door replacement, caulking, weather stripping, attic insulation, and improved air ventilation to reduce the need to open windows.

Based on the Noise Mitigation Plan, an estimated 1,051 units were within the EIS 2020 DNL 65+ contours. Ultimately, 1,858 units were invited to participate in the RSIP, which included properties located in the adjacent neighborhoods within the noise impact areas as defined in the ROD. Of the 1,858 that were invited, 1,189 residential units were treated with a 35-unit apartment complex on hold pending structural improvements. An additional 313 units were identified as already meeting the interior noise level threshold and were therefore deemed to already be compatible with sound insulation criteria. Of the remaining units, 278 declined treatment or did not respond when contacted and 43 were deemed ineligible. These units are depicted in **Figure E-1.1**.

## E.2 Voluntary Acquisition of the Marshalls Everglade and Ocean Waterway Mobile Home Parks

The ROD and Noise Mitigation Plan identified impacted areas in two mobile home parks within the EIS 2020 DNL 65 contour for voluntary acquisition: The Marshalls Everglade Mobile Home Park (MHP) and

<sup>1</sup> FAA Order 5100.38D, Change 1, Airport Improvement Handbook, 2019, defines block rounding as consideration of areas beyond the DNL 65 dB contour that provide “a logical breakpoint (such as a neighborhood boundary, significant arterial surface street, highway, river, other physical or natural barrier or feature)”.

<sup>2</sup> Amended Noise Mitigation Plan, Fort Lauderdale-Hollywood International Airport, Runway 9R-27L Project, 2012

the Ocean Waterway MHP. At the time of consideration, the Marshalls Everglade MHP was a 98 mobile home unit MHP with 42 lots located west of the Airport, east of SW 24th Avenue, west of Ravenswood Road and north of Griffin Rd. The Ocean Waterway MHP was a 269 unit MHP located south of the airport between the Dania Cut-Off Canal and I-95. The Marshalls Everglade MHP was owned by a single entity while the Ocean Waterway MHP was owned by a large consortium of owners operating as the Ocean Waterway Co-Op, Inc. Under this voluntary acquisition program, property owners were contacted to determine if there was interest in selling their property. If interest existed, the County and the property owners would move forward with discussions to determine if a mutually acceptable agreement could be reached. Broward County was unable to reach an agreement for acquisition with either MHP and the program was concluded in 2014.

### E.3 Standard Sales Assistance Program

Under Broward County's Voluntary Sales Assistance Program, residential property owners had the opportunity to participate in a purchase assurance program known as the Standard Sales Assistance (SSA) Program. The SSA Program was established to provide eligible property owners<sup>3</sup> with the option to sell their homes on the open market and relocate outside of the EIS 2020 DNL 65+ contours. Program participants listed their property for sale on the market at its appraised Fair Market Value (FMV) with a guarantee from the County to assist financially if the home should sell for less than FMV.<sup>4</sup> As a condition of receiving sales assistance, property owners were required to grant a conveyance and release agreement to the County that would be recorded against the property. Once a property was sold through the SSA Program with the conveyance and release agreement recorded, the property was deemed to be noise compatible and all future owners of the property would not be eligible for future noise mitigation assistance. A total of 1,014 units were identified as potentially eligible for the SSA Program, all of which were located within the City of Dania Beach. As of January 2020, only one residential unit had utilized the SSA Program.<sup>5</sup>

### E.4 Conveyance and Release Program

The Conveyance and Release (CAR) Program was developed to provide eligible property owners<sup>6</sup> who did not want to sell their home under the SSA Program compensation in exchange for the dedication of a CAR.<sup>7</sup> The CAR agreement operates in a manner similar to an avigation easement in that the CAR protects the right of the Airport to conduct aircraft operations over a designated property while also identifying that the property could experience certain impacts, including operations that might cause noise, vibration, or other effects. By accepting the compensation associated with a CAR, the property

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<sup>3</sup> SSA Program-eligible properties included single-family and two-unit residences that resided within the 2020 65+ DNL contours. Homes that experienced a monitored interior noise level for habitable areas of greater than 45 dB must have first completed improvements under the RSIP to participate in the sales assistance effort. Dwellings must also have been constructed prior to December 12, 2008 and the property owner must have purchased the home prior to November 25, 2013.

<sup>4</sup> If a property sold for less than FMV, the County would pay the owner the cost differential between the actual sale price versus the FMV, up to a maximum of 25 percent of the appraised FMV. If the property sold for equal to or greater than FMV, the County would reimburse the owner for the realtor's commission, up to a maximum of 6 percent of the purchase price.

<sup>5</sup> 1,206 includes one (1) home participating in the Standard Sales Assistance program.

<sup>6</sup> Eligible properties under the CAR Program were single- or two-family dwelling units within the 65+ DNL noise contours that met the required 45-dB interior sound level with or without sound insulation improvements.

<sup>7</sup> CAR Program participants would receive payment from the County in an amount equivalent to 14.4 percent of the home's FMV in exchange for the CAR. If the property had not already participated in the RSIP and had an interior noise level below 45 dB, the County would compensate the owner an amount equivalent to 21.9 percent of the home's FMV in exchange for the CAR.

owner acknowledges the Airport's right to conduct aircraft operations and also acknowledges that impacts may occur. As of January 2020, Broward County had completed closings on 563 CAR agreements with another 71 in process.

## E.5 Sound Level Reduction in New Construction

Though not included in the ROD, the Interlocal Agreement includes a provision that requires the City of Dania Beach to comply with City's current Land Development Code in relation to airport compatibility land use planning.<sup>8</sup> Chapter 28 of the City's Code of Ordinances, Article 221 of the City of Dania Beach Land Development Code establishes a provision that requires all new residential construction within the EIS 2020 DNL 60+ contours to provide an interior noise level of not more than 45 dB. This provision extends beyond the three noise impact areas as described in the Noise Mitigation Plan; rather, Article 221 applies to all areas within the City of Dania Beach. Furthermore, the provision also includes existing residential units where a "substantial improvement to the main living structure or unit" is undertaken.<sup>9</sup>

There is currently no formal guidance or information on construction materials and techniques published by the City of Dania Beach. Therefore, developers are left to research and implement the appropriate methods, materials, and techniques to achieve the necessary noise level reduction. Additionally, it is not known the extent to which residential units are inspected during development to ensure the appropriate materials and construction techniques are being utilized.

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<sup>8</sup> City of Dania Beach / Broward County Interlocal Agreement, 2013, Section 6(d): *"The City shall comply with the notice, coordination, and compatibility provisions that are contained in the City's current Land Development Code relating to airport compatibility land uses and airport compatibility."*

<sup>9</sup> Section 725-30 of the Dania Beach Land Development Code defines a "substantial improvement" as any improvement which replaces any two (2) walls and the roof within a period of one (1) year AND/OR any repair, reconstruction, or improvement of a structure within a period of one (1) year in which the cost of such work equals or exceeds fifty (50) percent of the structure's market value. Substantial improvement status will be determined by the Office of the Property Appraiser of Broward County, either before the improvement/repair is started OR if the structure has been damaged and is being restored.







## **Attachment 1**

### **Summary of the FLL EIS Mitigation**

Interlocal Agreement Between the City of Dania Beach and  
Broward County

## **INTERLOCAL AGREEMENT**

This Interlocal Agreement is entered into by and between:

CITY OF DANIA BEACH, a municipal corporation of the  
State of Florida ("City"),

and

BROWARD COUNTY, a political  
subdivision of the State of Florida ("County").

WHEREAS, this Interlocal Agreement ("Agreement") is entered into pursuant to the parties' authority under Section 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969," and under the parties' respective charter and constitutional home rule powers; and

WHEREAS, the County is the owner and operator of the Fort Lauderdale-Hollywood International Airport ("Airport"); and

WHEREAS, the County operates the Airport by and through the Broward County Aviation Department ("BCAD" or "Aviation Department"), which is responsible for the day-to-day operation and maintenance of the Airport; and

WHEREAS, the City abuts the Airport and portions of the City are within the projected 2020 65+ DNL noise exposure contours identified in the "2008 ROD" (as hereinafter defined); and

WHEREAS, in October, 1995, the City and the County entered into that certain Interlocal Agreement between Broward County and City of Dania pertaining to Expansion and Jurisdiction of Fort Lauderdale-Hollywood International Airport ("1995 Interlocal Agreement") which was entered as a Stipulated Final Judgment in the case of Dania Beach v. Broward County, Case No. 93-18222(05) in the Seventeenth Judicial Circuit of Florida; and

WHEREAS, the Federal Aviation Administration ("FAA") approved the expansion of the Airport's Runway 9R-27L, now known as Runway 10R-28L ("South Runway"), in a Record of Decision issued in December 2008 ("2008 ROD"); and

WHEREAS, in the 2008 ROD the FAA authorized the County to implement noise mitigation measures addressing the impacts on residential units within the 2020 65+ DNL noise exposure contours in the City that result from the expansion of the South Runway to 8,000 feet under the FAA's Preferred Alternative B1b ("Expanded South Runway"), and the 2008 ROD identifies noise mitigation measures that would be eligible for federal funding; and

WHEREAS, on October 8, 2010, the City filed a Motion to Enforce Stipulated Final Judgment in the case of Dania Beach v. Broward County, Case No. 93-18222(05), in the Seventeenth Judicial Circuit of Florida, and amended that motion on September 4, 2012; and

WHEREAS, on November 15, 2010, the County filed a Cross-Motion for Relief from the Stipulated Final Judgment; and

WHEREAS, the parties are desirous of resolving and settling the outstanding litigation, avoiding further litigation with respect to the Expanded South Runway, and putting into effect certain noise abatement and mitigation measures to address noise impacts on the residents of the City occasioned by the Expanded South Runway.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are mutually acknowledged, the parties hereto agree as follows:

1. Recitals. The above recitals are true and correct, and are incorporated herein by reference.

2. County's Obligations as to Potential Noise Impacts. The 2008 ROD identified areas that could be potentially impacted by noise resulting from the Expanded South Runway. With respect to potential noise impacted areas that may result from the Expanded South Runway, the County hereby agrees as follows:

(a) Voluntary Night Closure. The County will implement a voluntary night closure of the Expanded South Runway pursuant to the following conditions ("the Voluntary Night Closure"), by seeking an agreement with Airport users concerning a voluntary nighttime limitation on use of the Expanded South Runway. If the County is unable to implement the voluntary night closure through an agreement with the Airport users, the County shall, in coordination with and in agreement with the City, seek FAA approval of an informal runway use program that would include a new FAA tower order. The coordination and agreement requirement in the immediately preceding sentence shall be in effect only until the New Part 150 Study referenced in paragraph (2)(a)(iii)(b) is completed. The FAA's correspondence to the County's Director of Aviation dated May 7, 2012 identifies the user agreement and informal runway use program as options for implementing a voluntary night closure.

(i) Time of Voluntary Night Closure: 10 p.m. - 5 a. m.

(ii) Conditions: In the event any of the following conditions shall occur, the Voluntary Night Closure shall not be in effect during the continuance of the condition:

a. When necessitated by considerations of weather, air traffic safety, or efficiency, as determined by pilots or the Air Traffic Control Tower; or

b. During construction or maintenance work on the airfield or the 10L-28R North Runway (which runway was formerly known as the 9L-27R North Runway) or closure of the said North Runway for any other reason; or

c. The existence of an emergency or safety condition, as declared by the pilot, the Air Traffic Control Tower, or the Airport Aviation Director.

(iii) Voluntary Night Closure Effective Date:

a. The Voluntary Night Closure will go into effect on the date the FAA authorizes the opening of the Expanded South Runway for use by commercial aircraft traffic (the "Runway Opening Date").

b. The Voluntary Night Closure shall remain in effect until a new Part 150 noise study ("New Part 150 Study") for the Airport is completed by the County and the FAA has made a determination based on the New Part 150 Study. The FAA's determination as a result of the New Part 150 Study shall establish whether or not the Voluntary Night Closure of the Expanded South Runway will remain in effect and, if so, for what periods of time and under what conditions. In order to ensure that the New Part 150 Study sufficiently considers the impact of the Voluntary Night Closure, the County shall not commence the New Part 150 Study before eighteen (18) months following the Runway Opening Date, unless the County determines it is required to do so pursuant to other legal obligations.



c. The County agrees that in the development of the New Part 150 Study, as described in subparagraph 2(a)(iii)(b), above, the County will include the Voluntary Night Closure as an abatement measure to be analyzed as part of such New Part 150 Study. The County further agrees that it will include continuation of the Voluntary Night Closure in its recommendations to the FAA in connection with such New Part 150 Study unless the City agrees in writing to the contrary.

(b) Noise Mitigation. The County shall implement the Amended Noise Mitigation Plan (the "Noise Mitigation Plan") approved by the Board of County Commissioners on October 23, 2012, as modified to conform to the requirements of the FAA. The Noise Mitigation Plan may also be revised to contain other programs, components, measures, provisions and conditions, so long as they are not inconsistent with the provisions of subparagraphs (i) through (iv) below. Reference in this Agreement to "65+ DNL noise contours" shall mean the 2020 65+ DNL noise exposure contours for the Airport that are depicted in the 2008 ROD. The parties acknowledge that the County intends to seek federal funds with respect to the noise mitigation measures included in its Noise Mitigation Plan. The County shall not be obligated to implement any noise mitigation program, measure, component, provision, or condition, which is not eligible for federal funds, and the Noise Mitigation Plan may be revised by the County to address FAA requirements, so long as it does not conflict with subparagraph (i)-(iv) below.

(i) Voluntary Sound Insulation Program. The Voluntary Sound Insulation Program will include the following provisions:

a. Voluntary sound insulation shall be available for all eligible single family and multi-family residential units located within the 65+ DNL noise contours, plus adjacent areas included within natural boundaries and neighborhood blocks as identified in the 2008 ROD. Approximately 1,706 single and multi-family units are located in areas eligible for the sound insulation program under the 2008 ROD. Notwithstanding the foregoing, in accordance with correspondence received by the County from the FAA on February 16, 2012 and May 7, 2012, if the existing monitored interior noise level for habitable areas in a residential unit is below 45 dB, the property is considered to be already airport compatible by the FAA and such unit is not eligible for the Voluntary Sound Insulation Program.

b. Participation in the Voluntary Sound Insulation Program shall be voluntary, at the eligible property owner's option.

c. The costs of obtaining and installing the residential sound insulation treatments shall be borne by Broward County.

d. An aviation easement will not be required as a condition of participating in the Voluntary Sound Insulation Program.

e. The County shall send written notice to the City and to all persons eligible for the Voluntary Sound Insulation Program. The residential owners that have elected to enter this Voluntary Sound Insulation Program will be grouped together by the County's sound insulation program administrator into construction bid packages, with each bid package containing a number of residential properties to be sound insulated (as determined by the program administrator). When the construction bid package is being prepared for the last group of residential properties that have elected to enter this program, the County's program administrator will send a letter by certified mail return receipt requested ("final notice") to all owners of residential properties that are eligible for this program, but who have not yet elected to enter the program. The County also shall give the City a list of all such remaining eligible persons no later than the date of the final notice sent to eligible persons. The residential property owners will then have a period of time, as stated in the final notice (but not less than 30 days), to elect to enter



the Voluntary Sound Insulation Program. Any property owner who does not elect to enter the program within the period stated in the County's final notice shall no longer be eligible to enter the Voluntary Sound Insulation Program.

(ii) Voluntary Sales Assistance Program. The County will offer two options under the Voluntary Sales Assistance Program: (1) a Standard Sales Assistance Program ("Standard Program"), and (2) a Conveyance and Release Agreement Program ("CAR Program"). Eligible owners may elect to participate in one of the two programs, subject to the requirement that for residential units with an interior noise level for habitable areas of 45 dB or above, the property must first have completed the Voluntary Sound Insulation Program.

a. Participation in the Voluntary Sales Assistance Program shall be voluntary, at the eligible property owner's option.

b. The Voluntary Sales Assistance Program (both Standard Program and CAR Program) shall only be available for owners of all single family homes, condominium units, townhomes, and 2-unit residences located within the 65+ DNL noise contours who purchase their residences before the Effective Date of this Agreement. Approximately 857 single and 2-unit residences are located in the 65+ DNL noise contours that are eligible for the Voluntary Sales Assistance Program. Unlike the Voluntary Sound Insulation Program, the Voluntary Sales Assistance Program does not include homes or units within the natural boundaries and neighborhood block areas adjacent to the 65+ DNL noise contours.

c. The Voluntary Sales Assistance Program shall not be available for owners of 3 or more units in multi-unit residences, including apartment buildings and triplexes, quad-plexes, etc.

d. Participants in the CAR Program are not eligible to participate in the Standard Program and participants in the Standard Program are not eligible to participate in the CAR Program.

e. If the existing monitored interior noise level for habitable areas in an eligible unit is 45 dB or above, the property must have completed the Voluntary Sound Insulation Program to be eligible for participation in either component of the Voluntary Sales Assistance Program (i.e., participation in either the Standard Program or the CAR Program).

f. If the existing monitored interior noise level for habitable areas in an eligible unit is below 45 dB, the property is considered to be already airport compatible by the FAA. Therefore an owner of such unit may enter the Voluntary Sales Assistance Program (i.e., participation in either the Standard Program or the CAR Program) without first receiving sound insulation treatments under the Voluntary Sound Insulation Program. The owner of such a unit is not eligible to enter the Voluntary Sound Insulation Program, since the unit is already airport compatible.

g. The Standard Program. The Standard Program is designed to allow participating owners the ability to sell their homes on the open market with assistance from the County if the homes, in arms-length sales, should sell for less than fair market value ("FMV"). The property owner will be responsible for marketing and selling the property. If property, in an arms-length sale, sells for less than FMV, the County will provide a cost differential of up to 25% of the FMV, consistent with FAA approvals for grant eligibility and subject to FAA requirements regarding calculation of the cost differential and other factors. The sum of the selling price of the property, plus the County's cost differential payment, shall not exceed the FMV of the property. The County



anticipates that the Voluntary Sales Assistance Program will be in effect for multiple years, due to an annual limitation on the number of houses allowed to participate in the Standard Program based on a sales absorption rate intended to discourage blight and a rapid diminution in value of the remaining homes. The parties acknowledge that the Standard Program currently anticipates a sales absorption rate of 22 homes per year. The County agrees to update the sales absorption rate on an annual basis. If an eligible property's previous owner declined to participate in the Standard Program prior to the Effective Date of this Agreement, the County may require any new eligible owner who wishes to participate to wait until other eligible owners have had the opportunity to participate. The following appraisal methods shall be employed to the full extent they are consistent with FAA guidelines, approvals, and grant requirements:

i. The County shall obtain an appraisal of the FMV of the property by a certified appraiser. The property owner may also, at the property owner's cost, obtain an appraisal of the FMV of the property by a certified appraiser. All appraisers referenced in this paragraph (g) shall meet FAA certification standards.

ii. The appraisal(s) will be reviewed by a certified appraiser ("review appraiser") who will generate a written document to accompany the appraisals, which written document is known as the Review Appraiser's Statement ("RAS"). The RAS will provide a full and complete review of the appraisal(s).

iii. The review appraisers shall be determined as follows: The County will provide its list of certified appraisers to the City. The City shall select four (4) appraisers from that list as the pool of potential review appraisers. The County shall select the appraiser to prepare the RAS from the pool of potential review appraisers established by the City.

iv. The RAS will set the FMV for the property. All appraisals and the RAS must be prepared and performed in accordance with: 42 USC Ch. 61, "Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs; 49 CFR Part 24, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs"; the Uniform Standards of Professional Appraisal Practice ("USPAP"); 49 U.S.C. § 47504(f), "Determination of Fair Market Value of Residential Properties"; and all other applicable state, local and FAA standards.

v. Notwithstanding the foregoing, a property owner participating in the sales assistance program is not required to obtain an appraisal.

vi. The County's Noise Mitigation Plan administrator and the City's designee may mutually agree to modify the provisions hereof as to the method for obtaining and preparing appraisals, so long as such modifications are in accordance with the federal requirements.

Under the Standard Program, the seller will sign and convey a Conveyance and Release Agreement ("CAR Agreement") to the County which will be recorded at the closing of the sale of the property, prior to recording the property deed being conveyed to the new owner. At such closing, all mortgages and liens that are encumbrances on the property must be subordinated to the CAR Agreement. The new property owner will not be eligible for the Voluntary Sales Assistance Program or any sound insulation treatments except for those that may have been previously installed by



the County prior to the closing. The CAR Agreement provided by the owner shall acknowledge receipt of the differential payment by the County as consideration and shall be in the form of the CAR Agreement attached hereto and made a part hereof as **Exhibit A**.

h. The CAR Program. The CAR Program is offered to eligible property owners in light of the limited absorption rate and the resulting length of time required to complete the Standard Program. Eligible property owners who do not want to participate in the Standard Program will be eligible to participate in the CAR Program and receive a benefit payment of either 14.4% or 21.9% of the FMV of the property, as applicable. If the property has participated in the Voluntary Sound Insulation Program, the property owner will be eligible for a 14.4% payment. If the existing monitored interior noise level for habitable areas in a residential unit is below 45 dB, the property owner shall not be eligible to participate in the Voluntary Sound Insulation Program, but will be eligible for a 21.9% payment under the CAR Program. In exchange for the County's payment of the applicable percentage of FMV (i.e., 14.4% or 21.9%), the property owner will sign and convey a CAR Agreement to the County which will be recorded against the property. Under the CAR Program the property owner is required to provide the County with a recordable agreement from all existing mortgagees and lien holders that subordinates their liens to the CAR Agreement. The CAR Agreement provided by the owner shall acknowledge receipt of the applicable percentage payment set forth in this subparagraph as consideration and shall be in the form of the CAR Agreement attached hereto and made a part hereof as **Exhibit A**. Valuation of the FMV of the property shall be consistent with valuation methodology as described in subparagraph (g) above for the Standard Program. The CAR Program will be available to eligible property owners until one year after the Expanded South Runway opens, or six months after either sound insulation is completed on the property or the County notifies the homeowner that the property is not eligible for insulation as provided above, whichever is later.

(iii) Mobile Home Park Acquisition. The County shall pursue voluntary acquisition of the mobile home parks identified in the 2008 ROD.

(iv) No Requirement to Purchase Property. The parties acknowledge and agree that the County is not required to include a purchase assurance program or the use of eminent domain as airport compatibility or noise mitigation measures in the Noise Mitigation Plan for the Expanded South Runway. The County, however, agrees to consider the use of eminent domain if the New Part 150 Study identifies incompatible land uses around the Airport within the City of Dania Beach, and if such eminent domain acquisition is eligible for federal funding.

(c) FAA Approval. The County expressly represents that the FAA has accepted, in general terms, in the 2008 ROD, the Voluntary Sound Insulation Program and the Voluntary Sales Assistance Standard Program. The County acknowledges that the City is entering into this Agreement in reliance upon this representation. The City acknowledges that the County may need to engage in further coordination with the FAA in order to implement the noise mitigation programs in paragraph 2(b), including the development of acceptable procedures for implementing these programs. FAA acceptance of the CAR Program is addressed in paragraph 7 below.

3. County Obligations Upon Litigation Dismissal. Once all actions are dismissed in accordance with Paragraph 7 below, and following the "CAR Approval Date" (as defined in Paragraph 7), the County will: (1) proceed with modifying its Noise Mitigation Plan to include the CAR Program; (2) proceed with implementation of the Voluntary Night Closure process in accordance with Paragraph 2(a), above; and (3) proceed with implementing Paragraphs 4 and 5 below.



4. Land Use and Real Property. The parties have agreed to address properties described as the (a) Escheated Properties, (b) Plats 7 and 8, (c) Trails End, and (d) Other County-Owned Parcels, as follows:

(a) Escheated Properties. The "Escheated Properties" are identified in **Exhibit B**, attached hereto and made a part hereof. The County agrees that for the properties listed in **Exhibit B** that have not already been conveyed by the County prior to the Effective Date (as defined in Paragraph 7 below), if any such properties are subsequently conveyed to the City pursuant to County policy, they will not be restricted to affordable housing use only.

(b) Plats 7 and 8. These parcels are identified as Plat 7 and Plat 8 in **Exhibit C**, attached hereto and made a part hereof. The County agrees to sell the properties unless prohibited by FAA and/or Florida Department of Transportation (FDOT). The County will seek FAA and FDOT approval and/or agreement to sell Plats 7 and 8 within 90 days after the Effective Date, as defined in Paragraph 7 of this Agreement, to the extent that the FAA and FDOT have not already agreed to the sale of those properties. The following procedures will apply to the full extent they are not inconsistent with any applicable FAA or FDOT requirements or guidelines: The County will appraise Plats 7 and 8 within 180 days after FAA and FDOT agreement to the sale of the plats and use the appraised value as an upset price for the plats in a competitive bidding process. The County will offer to sell Plats 7 and 8 in a competitive bidding process in conformance with state law, the County's surplus property disposition procedures, and the requirements of the FAA and FDOT, within ninety (90) days after receipt of appraisals and any required FAA and FDOT sign offs, unless the parties mutually agree in writing to a different schedule (the City Manager and County Director of Aviation are authorized to agree to a different schedule). Plats 7 and 8 shall be conveyed by County Quit-Claim Deed in form attached hereto and made a part hereof as **Exhibit C-1**, and shall be subject to a Declaration of Covenants, Restrictions and Easements, in the form recorded at OR Book 33028, page 679 of the County's public records.

(c) Trails End. The Trails End property is owned by the County and is identified on **Exhibit D**, attached hereto and made a part hereof. Following completion of the Expanded South Runway, the County will seek the input of the City regarding any plans for the utilization of the site.

(d) Other County-Owned Parcels. These parcels are identified on **Exhibit E**, attached hereto and made a part hereof. The County and the City agree to cooperate on the planning for these parcels in order to put them back on the tax rolls of the City. The parties shall review these parcels and agree on a configuration of parcels intended to optimize their marketability in light of the City's applicable IROM zoning.

(i) The County agrees to sell the properties unless prohibited by the FAA and/or FDOT. The County will seek FAA and FDOT approval and/or agreement to sell the properties within 90 days after the Effective Date, to the extent that the FAA and FDOT have not already agreed to the sale of those properties. The following procedures will apply to the full extent they are not inconsistent with any applicable FAA or FDOT requirements or guidelines: The County will appraise the parcels within 180 days after FAA and FDOT agreement to the sale of the parcels and use the appraised value as an upset price for the parcels in a competitive bidding process. The County will offer to sell the parcels in conformance with state law, the County's surplus property disposition procedures, and the requirements of the FAA and FDOT within ninety (90) days after receipt of appraisals and required FAA and FDOT sign-offs, unless the parties mutually agree in writing to a different schedule (the City Manager and County Director of Aviation are authorized to agree to a different schedule). The parcels shall be conveyed by County Quit-Claim Deed in form attached hereto and made a part hereof as **Exhibit C-1**, and shall be subject to a Declaration of Covenants, Restrictions and Easements, in the form recorded at OR Book 33028, page 679 of the County's public records.

(ii) If any of the parcels do not sell in the competitive bidding process, the parties will cooperate to develop a plan for utilization of the parcels at their highest and best use, consistent with Airport operations, and then jointly market the parcels for lease to the extent permitted by



law, to a nongovernmental, for profit entity, with the County as the lessor, within 180 days after the failure of the parcels to sell in the competitive bidding process.

5. Other County Commitments.

(a) The County and City acknowledge that the South Runway Expansion may have exacerbated stormwater management issues near Taylor Road and/or Taylor Lane in Northeast Dania Beach. The County agrees to provide up to \$450,000 (as necessary) in the form of in-kind services to address those issues, which the parties agree is a good faith estimate of the cost of the stormwater management issues in that area resulting from the Expanded South Runway. This commitment is conditioned on timely receipt of plans and information from the City that is sufficient to allow the County to issue appropriate change orders and other instructions to its contractors. This commitment by County is further conditioned on the County's ability to start such work under its existing contracts no later than February 1, 2014.

(b) The County agrees to relocate trees and other vegetation from the Airport and other sites to property located south of Griffin Road, along the southeastern Griffin Road corridor, between I-95 and US Highway 1, in coordination with the City. The County and City agree to jointly seek FDOT's approval to relocate the trees and other vegetation onto FDOT property, and if FDOT does not approve, to find a mutually agreeable location on other property owned by the County. With respect to such relocation of trees and vegetation, the County will not be required to incur any costs associated with City permit fees or fees under the City's "tree removal ordinance" (also referred to as "canopy ordinance"). The City agrees that with respect to such relocation and before the County proceeds with the actual relocation of any trees or any other vegetation, the City will either: (1) waive all costs under the City's canopy ordinance and waive all City permit fees, or (2) reimburse the County for all City permit fees and costs under the City's canopy ordinance, before the County proceeds with the actual relocation of the trees and any other vegetation.

(c) The County agrees to allow the City to erect at City's expense an approved City welcome sign on the soon-to-be-former Hilton property, at a location to be determined by the County. The County agrees to replace the existing welcome sign and associated landscaping at Griffin Road and U.S. Highway 1, at a cost not to exceed \$250,000. The City shall be responsible for the maintenance and any electricity expense of both signs and the associated landscaping. The County agrees that either sign can reference the Airport and its location in proximity to Dania Beach.

(d) The County agrees to maintain the following unincorporated area and the wall located south of Griffin Road, which maintenance shall be performed through the County's Public Works Department: Such area has a west boundary commencing at the west end of the wall that separates Melaleuca Gardens from Griffin Road. The east boundary of such area ends at the FEC Railroad west right of way line. Such area shall consist only of areas located wholly in unincorporated Broward County and wholly within FDOT right of way. Any areas within the jurisdictional boundaries of the City are not included. Within the included area the County will maintain the wall and the associated landscaping that is south of Griffin Road located in the unincorporated area. The County and City agree that County shall assume (subject to FDOT's consent) any obligations owed to FDOT by the City in relation to maintenance of that unincorporated area and County shall be entitled to all contractual payments related to the unincorporated area from FDOT under the City's existing September 16, 1999 agreement with FDOT (to the extent the referenced agreement includes obligations within the City's current municipal boundaries, which obligations will continue to be performed by the City, the contractual payments from FDOT shall be equitably apportioned). The County and City will jointly meet with FDOT to determine the extent of the City's obligations and to seek an assignment by FDOT and the City to the County of the September 16, 1999 agreement between the City and FDOT, or, if appropriate, to terminate or amend such existing agreement and establish a new direct agreement between the County and FDOT. The County's obligation under this paragraph shall not include maintaining the wall or any traffic signalization except to the extent the City has expressly obligated itself to maintain those items pursuant to its September 16, 1999 agreement with FDOT. Additionally, within the above-described unincorporated area, the County



agrees to perform the vegetation and irrigation system maintenance services currently being performed by the City pursuant to the May 15, 1984 "Agreement for Trafficways Beautification" between the City and the County.

(e) The City claims damages of \$556,196.59 resulting from the County's failure to sell Plats 7 and 8 in a timely manner as provided in the 1995 Interlocal Agreement. The damages claimed by the City consist of ad valorem tax revenues that the City would have received from the properties had they been sold by 1998, plus simple interest accruing at the statutory rate set by the Florida Chief Financial Officer in accordance with § 55.03, Florida Statutes. The City's calculation of damages is attached hereto as **Exhibit F**. The County contests this damage claim. The parties have agreed to settle their differences regarding this damage claim by liquidating the damages at \$278,100. The County agrees to pay this liquidated damage claim to the City within 30 days after the date the FAA indicates that this is an approved use of airport revenue (assuming that approval is obtained).

6. City's Obligations. The City acknowledges the importance of the Airport to the transportation network of the region and nationally, and to the economic development of both the County and the City. Accordingly, the City agrees as follows:

(a) The City agrees not to oppose or otherwise challenge, or to provide funds to any other individual or entity for the purpose of opposing or otherwise challenging, any of the Airport development projects identified in subparagraph (b) below, or any development, permit and other approval processes in connection therewith, judicially or administratively, in any local, State or Federal proceeding. The parties acknowledge that nothing in this provision limits the ability of any other person or entity not acting on behalf of or funded by the City to appear, object or oppose any project proposed by the Airport.

(b) The Airport development projects subject to subparagraph (a), above, are those approved in the 2008 ROD, and those identified in the Common Short-Term Redevelopment Scenario, Additive Alternative, or Redevelopment Alternative of the 2010 Approved Airport Master Plan (figures ES-6, ES-7, and ES-8): including without limitation, all activities in connection with the 2008 ROD and those identified in the above-identified 2010 Approved Master Plan alternatives. The Airport development projects identified herein include all activities in connection with those approved in the 2008 ROD and the elements of the 2010 Approved Airport Master Plan identified above.

(c) City's Assistance. The City agrees to assist the County by facilitating open and regular communications with its residents and providing the County with information and data regarding the City and its residents that will assist the County in efficiently and effectively implementing the County's Noise Mitigation Plan, as accepted by the FAA.

(d) City of Dania Beach Airport Compatibility Zoning. The City shall comply with the notice, coordination and compatibility provisions that are contained in the City's current Land Development Code relating to airport compatible land uses and airport compatibility.

7. FAA Approval of CAR Program; Dismissal of Litigation.

(a) If the County fails to obtain written FAA acceptance of the CAR Program, or fails to provide that written acceptance to the City, within 10 calendar days following the date on which this Agreement has been executed by the latter of the two parties, this Agreement shall automatically become null and void, in which event this Agreement shall not be admissible in or used for any purpose in any litigation. The date the FAA provides its written acceptance of the CAR Program is referred to as the "CAR Approval Date." For purposes of this paragraph only, in addition to notice under paragraph 14, notice of the FAA's written acceptance shall be delivered to City Attorney Thomas J. Ansbro, Mayor Walter B. Duke III, and City outside counsel T. Neal McAliley at the following email addresses: [tansbro@ci.dania-beach.fl.us](mailto:tansbro@ci.dania-beach.fl.us), [walter@walterduke.com](mailto:walter@walterduke.com), and [nmcailley@whitecase.com](mailto:nmcailley@whitecase.com).



(b) Within 3 calendar days following the CAR Approval Date, the City shall file the following documents in the case of Dania Beach v. Broward County, Case No. 93-18222(05) (Broward Circuit Court): (1) a Withdrawal of its Motion to Enforce Stipulated Final Judgment; (2) a Joint Motion to Vacate the Stipulated Final Judgment entered on September 12, 1996 (the City shall represent to the Court that the County joins in the motion); and (3) a Dismissal of the Action, With Prejudice, with each party bearing its own fees and costs. Within 3 calendar days following the CAR Approval Date, the County shall dismiss with prejudice (each party to bear its own fees and costs), the case of Broward County v. City of Dania Beach, Case No. 12-029095 (21) (Broward Circuit Court).

(c) Within 3 calendar days following the CAR Approval Date, the City shall dismiss, with prejudice, its appeal of the judgment in the case styled City of Dania Beach v. U.S. Army Corps of Engineers, Case No. 12-cv-60989 (S.D. Fla.), with each side to bear its own costs and fees.

(d) The date by which all actions identified in subparagraphs (b) and (c) above have been dismissed is referred to as the "Effective Date."

(e) Upon the Effective Date, the City and County hereby mutually release any and all claims they may have against the other party or against any of the other party's current or former officials or employees, in connection with, resulting from, or relating to the Expanded South Runway and related work at the Airport. The parties retain the right to sue for any alleged breach of this Agreement.

8. 1995 Interlocal Agreement. This Agreement supersedes and replaces the 1995 Interlocal Agreement in every respect, and therefore the 1995 Interlocal Agreement is of no further force or effect.

9. The parties agree, to the full extent permitted by law, that as between the City and the County, the County shall be the local government with exclusive jurisdiction over the Airport. "Exclusive jurisdiction" shall be construed to include, but shall not be limited to, power to issue any and all development approvals for lands and projects within the Airport boundary, as expanded by land acquisition in connection with the Expanded South Runway. Nothing in this paragraph cedes or relinquishes the City's governmental authority or power over land within the City's municipal boundaries. However, to the full extent permissible under applicable law, the City agrees to promptly issue all necessary permits and site plan approvals for the Expanded South Runway and related mitigation programs addressed herein including, specifically, permits, site plan approvals and other required approvals related to:

(a) Hilton Hotel's use of adjacent County-owned land (f/k/a LaPointe Parcel) for surface parking;

(b) Demolition of the Hilton parking garage and hotel, and demolition of any structures located at the properties known as Dania Boat Sales/Lapointe and Atlantic Village Marina, in furtherance of the Expanded South Runway project;

(c) Construction of storm water system improvements along Taylor Road (east of U.S. 1) and other Taylor Road and NE 10<sup>th</sup> Street improvements undertaken in connection with the Expanded South Runway;

(d) Installation of signage and landscaping along Griffin Road, including relocation of trees and other vegetation from the Airport and other sites to property located south of Griffin Road, along the southeastern Griffin Road corridor, and between I-95 and US Highway 1;

(e) Implementation of the Noise Mitigation Plan, including Sound Insulation installation;



(f) Voluntary acquisition of the mobile home parks identified in the 2008 ROD, including relocation, demolition or disposal of units/structures thereon, and the future development and use of the parcels;

(g) Any permits or approvals necessary to construct the Expanded South Runway or any Airport development projects not expressly listed in this paragraph but listed in paragraph 6(b) of this Agreement; and

(h) All permits and approvals necessary to keep already-issued permits in good standing that are related to the Expanded South Runway project or any Airport development projects not expressly listed in this paragraph but listed in paragraph 6(b) of this Agreement.

10. The parties hereto agree that all legal requirements or prerequisites pertaining to the execution of this Agreement have been performed.

11. The County represents and warrants to the City that the County has full power, authority and legal right to execute, perform and timely observe all of the provisions of this Interlocal Agreement; that the County's execution, delivery and performance of this Interlocal Agreement have been duly authorized; and that this Interlocal Agreement constitutes a valid and binding obligation of the County.

12. The City represents and warrants to the County that the City has full power, authority and legal right to execute, perform and timely observe all of the provisions of this Interlocal Agreement; that the City's execution, delivery and performance of this Interlocal Agreement have been duly authorized; and that this Interlocal Agreement constitutes a valid and binding obligation of the City.

13. This Interlocal Agreement shall be governed by and construed in accordance with Florida law, and supersedes all prior oral or written agreements between the parties concerning or relating to their dispute over the Expanded South Runway project, and may not be modified or amended unless in writing following approval by both the Board of County Commissioners of Broward County and the Commission of the City of Dania Beach.

14. Notice. Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by overnight courier with receipt acknowledgment, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this Paragraph 14. All notices, approvals and consents required hereunder must be in writing to be effective. For the present, the parties designate the following:

**CITY OF DANIA BEACH**

City Manager  
City of Dania Beach  
100 West Dania Beach Blvd.  
Dania Beach, Florida 33004

**BROWARD COUNTY**

County Administrator  
Governmental Center  
115 South Andrews Avenue  
Fort Lauderdale, FL 33301

**With a copy to:**

Director of Aviation  
Broward County Aviation Department  
2200 SW 45 Street, Suite 101  
City of Dania Beach, FL 33312

15. Operative Date. This Interlocal Agreement shall become operative upon execution by both parties.

[End of text: signatures on following pages]

IN WITNESS WHEREOF, the parties have made and executed this Interlocal Agreement on the respective dates under each signature: BROWARD COUNTY through its Board of County Commissioners, signing by and through its Mayor or Vice Mayor, duly authorized to execute same by Board action on Nov. 19, 2013, and the CITY OF DANIA, signing by and through its Mayor, duly authorized to execute same.

  
Broward County Administrator, as Ex-officio Clerk  
of the Broward County Board of Commissioners



COUNTY

BROWARD COUNTY, by and through its Board of  
County Commissioners

By:   
Mayor

19<sup>th</sup> day of November, 2013

Approved as to form by  
Office of the County Attorney  
for Broward County, Florida  
Joni Armstrong Coffey, County Attorney  
Government Center, Suite 423  
115 South Andres Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By:   
Christine C. Lee,  
Senior Assistant County Attorney

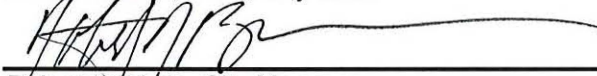
WITNESSES:

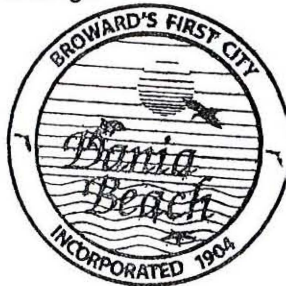
  
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ATTEST: .


  
Louise Stilson, CMC, City Clerk

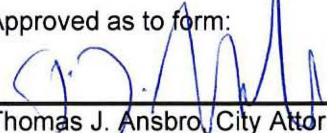
  
Robert Baldwin, City Manager



CITY

CITY OF DANIA BEACH, FLORIDA

By:   
Name: Walter B. Duke, III  
Title: Mayor

Approved as to form:  
  
Thomas J. Ansbrosio, City Attorney



**EXHIBIT A**  
**CONVEYANCE AND RELEASE AGREEMENT**

This CONVEYANCE AND RELEASE AGREEMENT ("Agreement") is executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ ("Property Owner"), with a mailing address of \_\_\_\_\_, in favor of BROWARD COUNTY, a political subdivision of the state of Florida, with a mailing address of 115 South Andrews Avenue, Suite 409, Fort Lauderdale, Florida 33301 ("County").

W I T N E S S E T H:

WHEREAS, County is the owner of the Fort Lauderdale-Hollywood International Airport located in Broward County, Florida (the "Airport"); and

WHEREAS, Property Owner is the owner of certain property located in Broward County, Florida, as described on **Exhibit A**, attached hereto and made a part hereof (the "Property"); and

WHEREAS, Property Owner desires to participate in the County's Voluntary Sales Assistance Program (the "Sales Assistance Program"), a Federal Aviation Administration approved noise mitigation program; and

WHEREAS, under the County's Sales Assistance Program, eligible residential property owners whose property lies within certain defined Airport noise impacted areas may receive a payment from the County in return for execution of a Conveyance and Release Agreement by the property owner; and

WHEREAS, Property Owner has elected to participate in the County's Sales Assistance Program;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

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

2. In consideration of Property Owner's receipt from the County of a payment of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (the "County Payment"), the Property Owner does hereby grant and convey to the County, to have and to hold same, for its use and benefit as owner and operator of the Airport, the property interests and rights included in this Conveyance and Release Agreement (the "Agreement"), for the uses hereinafter described, together with all tenements, hereditaments, privileges, rights of reverter, servitudes, and all other rights appurtenant to the property interests and rights in the Property that are hereby granted by Property Owner to the County. This Agreement shall be recorded against the Property. This Agreement shall run with the Property for the benefit of the County, its commissioners, officers, agents, servants, employees, lessees, successors and assigns, and all persons

and entities claiming through or under any of the foregoing (all of the foregoing being collectively referred to as, "County"), until said Airport shall cease to be used for airport purposes.

3. The Property Owner, for and in consideration of receipt of the County Payment hereby grants, covenants, and agrees as an appurtenance to the Property, as follows:

(a) The County shall have a continuing and perpetual public right of free, unrestricted, and unobstructed flight, passage, operation, and navigation by aircraft of any and all kinds, construction, size, and character existing now or in the future over and above the Property, together with the right to commit such intrusions upon and against the airspace and upon and against the Property as are appurtenant to the flight of aircraft over, through, and above the Property and the taking off and landing of aircraft at the Airport. Property Owner agrees that Property Owner, its heirs, personal representatives, successors, agents, assigns, and all persons and entities acquiring title to, or use of, any interest in the Property, or any portion of said Property, including without limitation, tenants, cohabitants, guests and invitees, and all persons and entities claiming through or under any of the foregoing (all of the foregoing being collectively referred to as, "Property Owner") shall have no right to, and hereby waive and release all right to receive any damages from the County on account of noise, vibrations, aircraft lights, fumes, dust or other particulate matter, fuel particles, fear, interference with sleep, enjoyment and communication and any and all other effects that may be alleged to be incident to or resulting from any aircraft flying over the Property, or from the operation of aircraft landing or taking off or operating lawfully from the Airport. Property Owner does hereby waive and release the County of and from any and all claims, demands, debts, liabilities and causes of action of every kind or nature which Property Owner now has, has ever had, or may have in the future including, but not limited to, damages to the Property or persons or property thereon, due to any of the effects, activities, and incidents described above. The Property Owner hereby agrees that aircraft of any and all kinds as may, now or in the future use the Airport, shall have a continuing public right of free, unrestricted, and unobstructed flight over, through, and across the airspace over the Property together with the right to cause such effects upon the Property as may normally result from the over flight of aircraft and the taking off and landing of aircraft at the Airport, or resulting from any use of the Airport whatsoever that is consistent with the maximum theoretical use of the existing runways at the Airport and the proposed maximum theoretical use of the expanded 10R/28L runway.

(b) Property Owner further agrees that Property Owner shall not allow any intrusion into, or encroachment upon, or any obstruction into the airspace above the Property that exceeds sixty (60) feet in elevation above the ground surface of the Property. Property Owner agrees that no buildings, structures, improvements or vegetation exceeding sixty (60) feet in elevation shall be permitted to be located, constructed or remain on the Property, now or in the future.

(c) Property Owner agrees that the County shall have the right to prevent



the erection or growth upon the Property of any building or other structure, tree or other vegetation, or any other object, whether natural or man-made that might now or in the future, extend into the airspace over the Property that is above sixty (60) feet in elevation from the ground surface of the Property. County may remove from said air space, or at the sole option of the County, as an alternative, mark and light as an obstruction to air navigation, any such building, structure, tree, vegetation, or other object now upon, or which in the future may be upon, the Property. Property Owner agrees that the County shall have the right to enter upon the Property to trim any trees and any other vegetation which exceed the above elevation, or to remove, mark or light as an obstruction any such building, structure, tree, vegetation or other such object, all at County's sole expense. Any such entry by the County shall be at reasonable hours and with reasonable notice to Property Owner and the County shall remove any limbs, wood or other debris generated by its entry so as not to interfere with Property Owner's continuing use of the Property.

(d) Nothing in this Agreement waives any of the Property Owner's rights for redress from any intentional tort, willful misconduct, unlawful activity or gross negligence. This provision does not create a waiver of sovereign immunity different than as provided by law.

4. As used in this Agreement, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, to include, but not be limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters and all types of aircraft or vehicles now in existence or hereafter developed, for the purpose of transporting persons or property through the air, by whoever owned or operated.

5. It is agreed by and between the Property Owner and the County that the covenants, rights, privileges and provisions of this Agreement shall run with the land, and that, for the purposes of this instrument, the Property and all portions thereof shall be the servient estate and the Airport shall be the dominant estate. No waiver, modification, amendment, or termination of this instrument shall be effective unless contained in a written document, in recordable form, executed by the Property Owner and the Broward County Board of County Commissioners (hereinafter referred to as the "Board"). If any covenant, condition or provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, condition or provision herein contained. This document shall be construed in accordance with the laws of the State of Florida and venue shall be Broward County, Florida. The remedies of injunction and specific enforcement shall be available to the parties to enforce this Agreement, as well as all other remedies that may be available at law and in equity.

6. Property Owner represents to the County that the Property Owner is the owner in fee simple of the Property described above and that Property Owner has a legal and valid right to execute this Agreement.

7. Effective Date and Termination Date. This Agreement shall become effective upon recordation in the public records of Broward County, Florida. The term of this Agreement shall commence upon recordation hereof and shall terminate on the date upon which the Airport shall cease to be used for airport purposes.

IN WITNESS WHEREOF, the parties have made and executed this Conveyance and Release Agreement on the respective dates under each signature: BROWARD COUNTY through its Director of Aviation duly authorized to execute same by Board action on the \_\_\_\_ date of \_\_\_\_\_, 20\_\_, and \_\_\_\_\_, as PROPERTY OWNER, duly authorized to execute same.

COUNTY

Signed, sealed and delivered  
in the presence of:

BROWARD COUNTY, through its  
Director of Aviation

\_\_\_\_\_

Name

By \_\_\_\_\_

Director of Aviation

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_

Name

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By \_\_\_\_\_

Attorney's Name (Date)  
Senior/Assistant County Attorney

CONVEYANCE AND RELEASE AGREEMENT BETWEEN BROWARD COUNTY AND

\_\_\_\_\_

PROPERTY OWNER

Signed, sealed and delivered  
in the presence of:

PROPERTY OWNER:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Name typed or printed

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Name typed or printed

Dated: \_\_\_\_\_



CONVEYANCE AND RELEASE AGREEMENT BETWEEN BROWARD COUNTY AND

---

STATE OF FLORIDA        )

COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, Director of Aviation, on behalf of Broward County, a political subdivision of the State of Florida, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Notary Public:

Signature: \_\_\_\_\_

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

State of Florida At Large  
My Commission Expires:  
Commission Number: \_\_\_\_\_  
(SEAL)

# **Exhibit B - Escheated Properties** **Broward County Property Owner in Dania Beach**

1 - 504233010060		5 - 504234010720		9 - 504234060670	
2 - 504233010110		6 - 504234010760		10 - 504234300230	
3 - 504233010130		7 - 504234060260		11 - 504234300240	
4 - 504233150060		8 - 504234060670		12 - 504234300250	









**EXHIBIT C-1**

**COUNTY DEED**

(Pursuant to Section 125.411, Florida Statutes)

THIS DEED, made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, by BROWARD COUNTY, a political subdivision of the State of Florida ("Grantor"), whose address is 115 South Andrews Avenue, Suite 423, Fort Lauderdale, Florida, and \_\_\_\_\_, a \_\_\_\_\_ ("Grantee"), whose mailing address is \_\_\_\_\_.

**WITNESSETH:**

That Grantor for and in consideration of the sum of TEN DOLLARS (\$10.00) to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, the real property described on Exhibit A, attached hereto and made a part hereof ("Property"), lying and being in Broward County, Florida.

THIS CONVEYANCE IS SUBJECT TO: all zoning rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Property, including any rules and regulations which may be imposed by the Federal Aviation Administration (or any successor agency) or the Florida Department of Transportation (or any successor agency) designating any limitation on the uses of property located in the vicinity of an airport; all easements and other matters of record; taxes for the year of closing and subsequent years; and that certain Declaration of Covenants, Restrictions and Easements, recorded in Official Records Book \_\_\_\_\_, pages \_\_\_\_ through \_\_\_\_, of the Public Records of Broward County, Florida, the terms, conditions and provisions of which are hereby incorporated herein and made a part hereof by this reference.

The term "GRANTOR" and "GRANTEE" as used herein shall refer to the respective parties, and the heirs, personal representatives, successors, and assigns of such parties.

**EXHIBIT C-1**  
**(CONTINUED)**

IN WITNESS WHEREOF, BROWARD COUNTY has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor or Vice Mayor of said Board, the day and year aforesaid.

ATTEST:

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

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

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

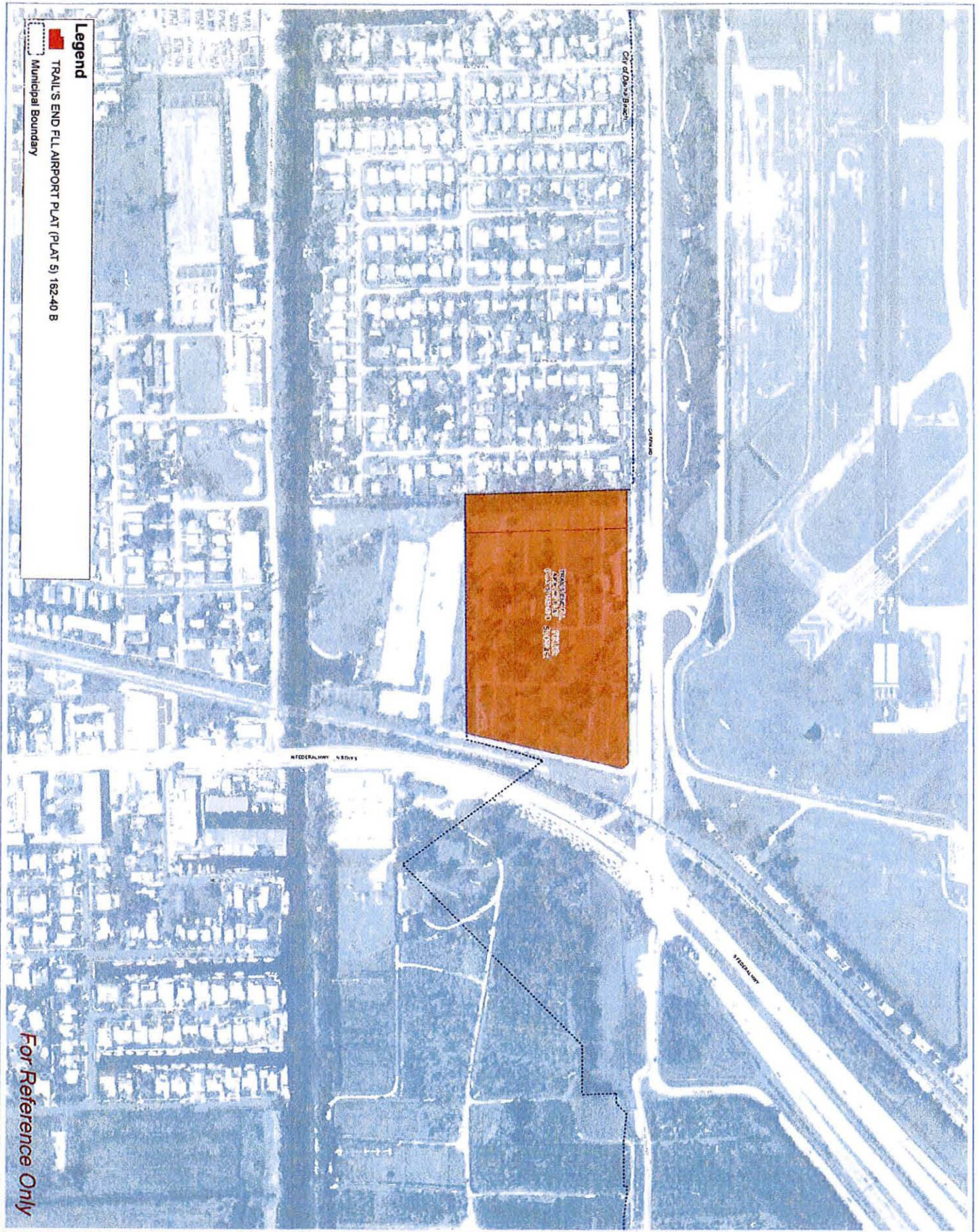
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to form by

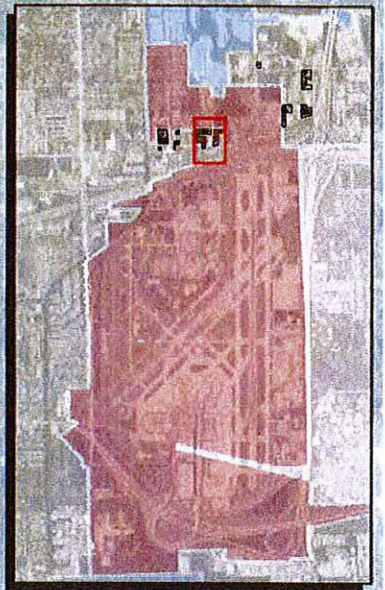
Office of County Attorney  
Broward County, Florida  
JONI ARMSTRONG COFFEY, County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-6968

By \_\_\_\_\_  
Christine C. Lee  
Senior Assistant County Attorney









SW 22ND TER



SW 39TH ST



SW 22ND AVE

PAVENSWOOD RD

ANGLERS AVE

Dania Beach  
Broward County

**Legend**

BCAD Property

Municipal Boundary

*For Reference Only*



AVIATION DEPARTMENT  
Planning & Development Division  
100 Aviation Boulevard  
Fort Lauderdale, FL 33315  
P 954-359-6171 F 954-359-1335  
www.broward.org/airport

# BCAD Property within the City of Dania Beach Exhibit E

Fort Lauderdale-Hollywood International Airport (FLL)







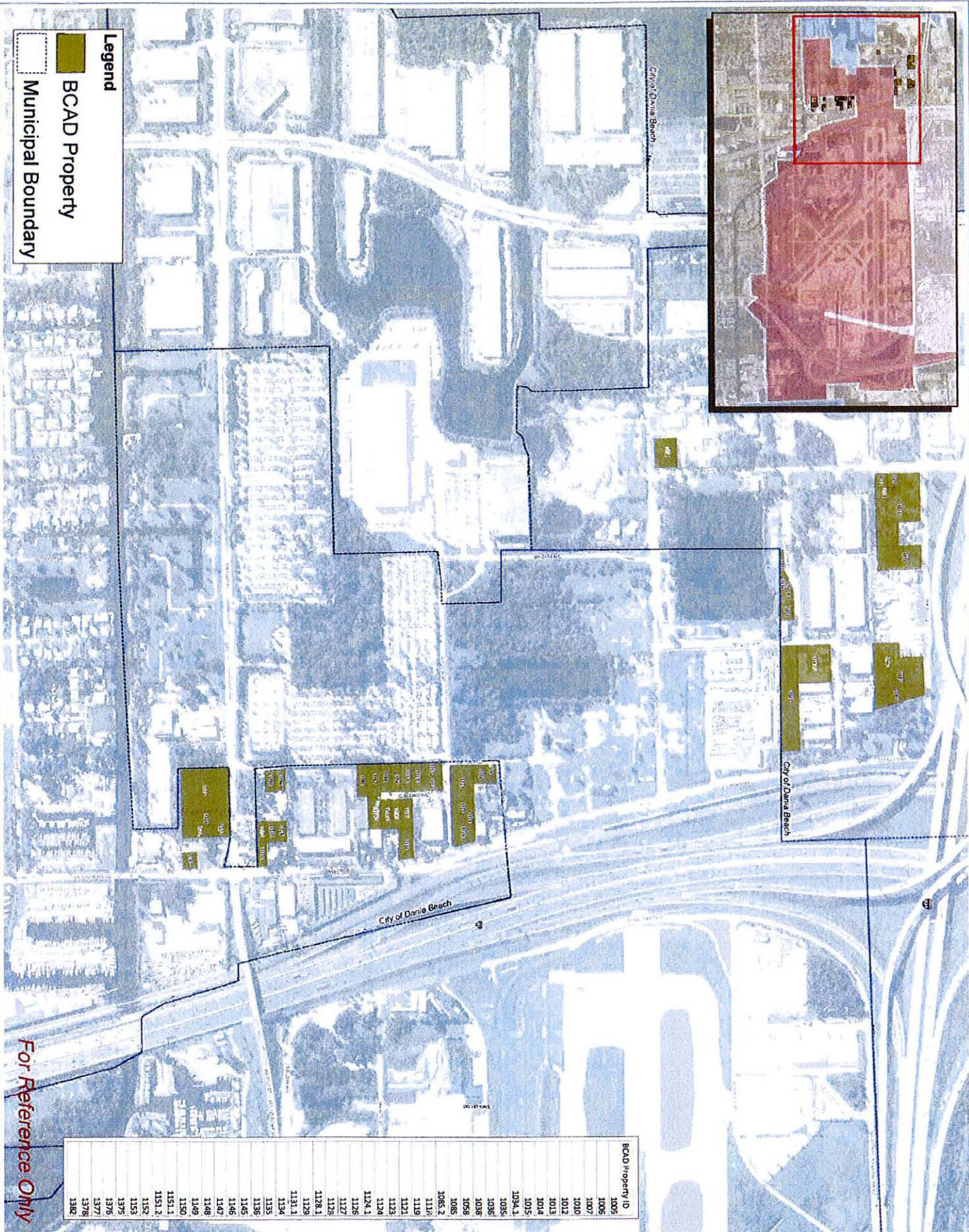
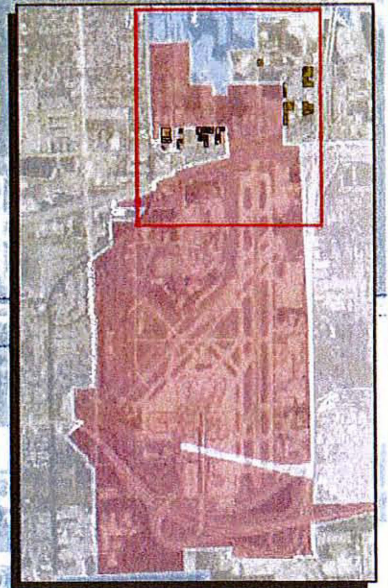
**Legend**

-  BCAD Property
-  Municipal Boundary



*For Reference Only*





BCAD Property ID
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1084.1
1085
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For Reference Only



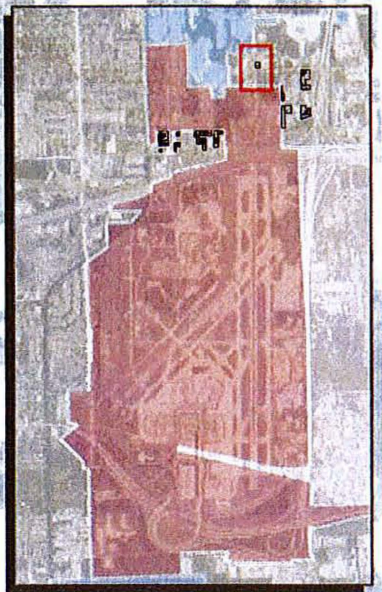
AVIATION DEPARTMENT  
Planning & Development Division  
100 Aviation Boulevard  
Fort Lauderdale, FL 33315  
P 954-759-6171 F 954-359-1335  
www.broward.org/airport

# BCAD Property within the City of Dania Beach Exhibit E


Fort Lauderdale-Hollywood International Airport (FLL)








**Legend**

 BCAD Property

 Municipal Boundary

Dania Beach  
Hollywood

COLLINS RD SW 36TH ST

1058

SW 26TH TER TRAIL RD

*For Reference Only*



AVIATION DEPARTMENT  
Planning & Development Division  
100 Aviation Boulevard  
Fort Lauderdale, FL 33315  
P. 954-259-6171 F. 954-358-1335  
www.broward.org/airport

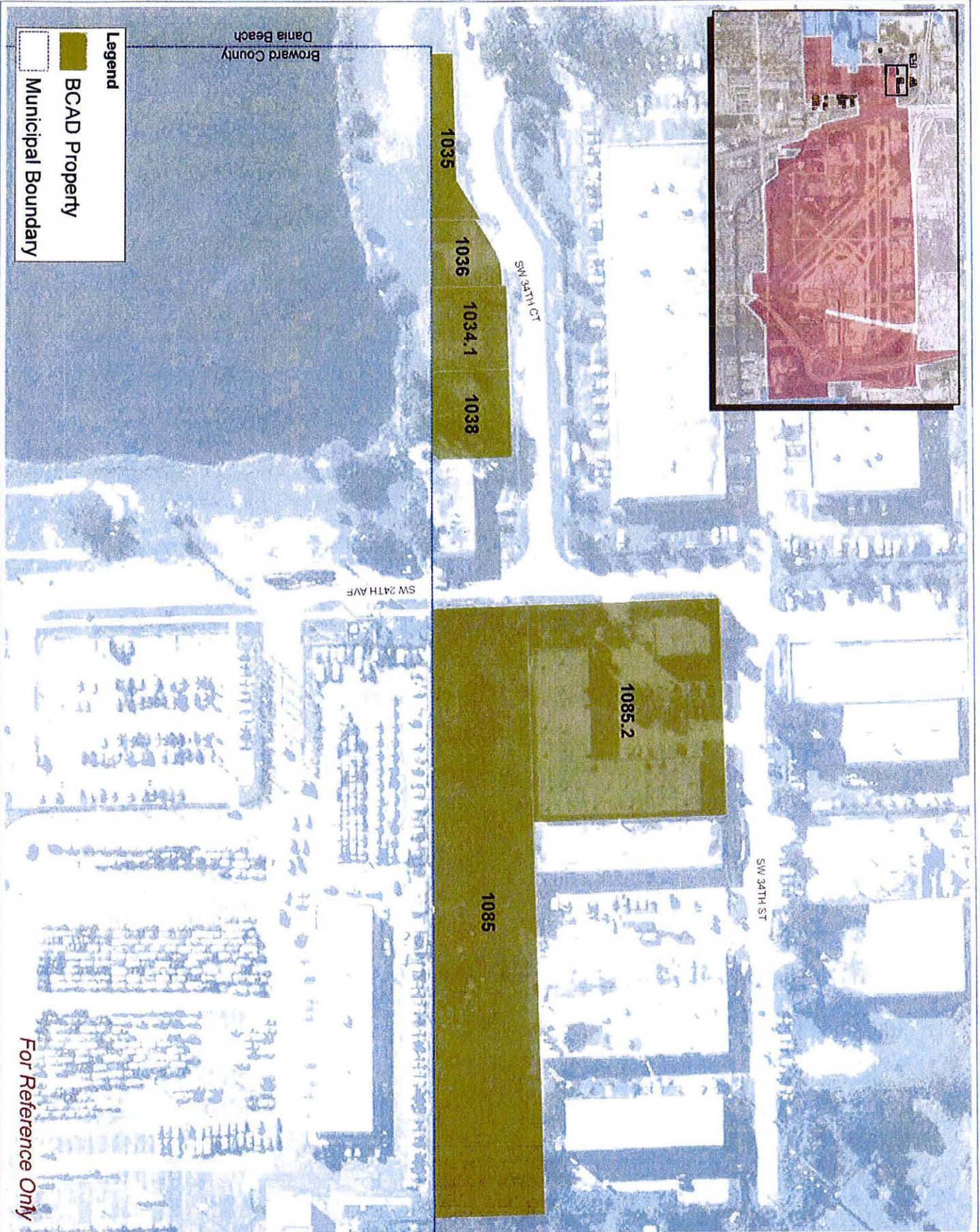
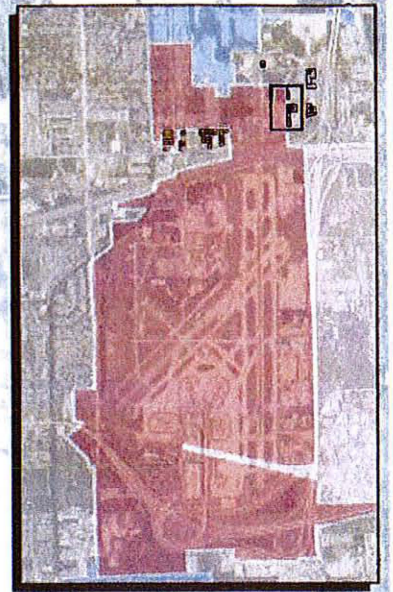
## BCAD Property within the City of Dania Beach

### Exhibit E

Fort Lauderdale-Hollywood International Airport (FLL)







For Reference Only

# BCAD Property within the City of Dania Beach Exhibit E

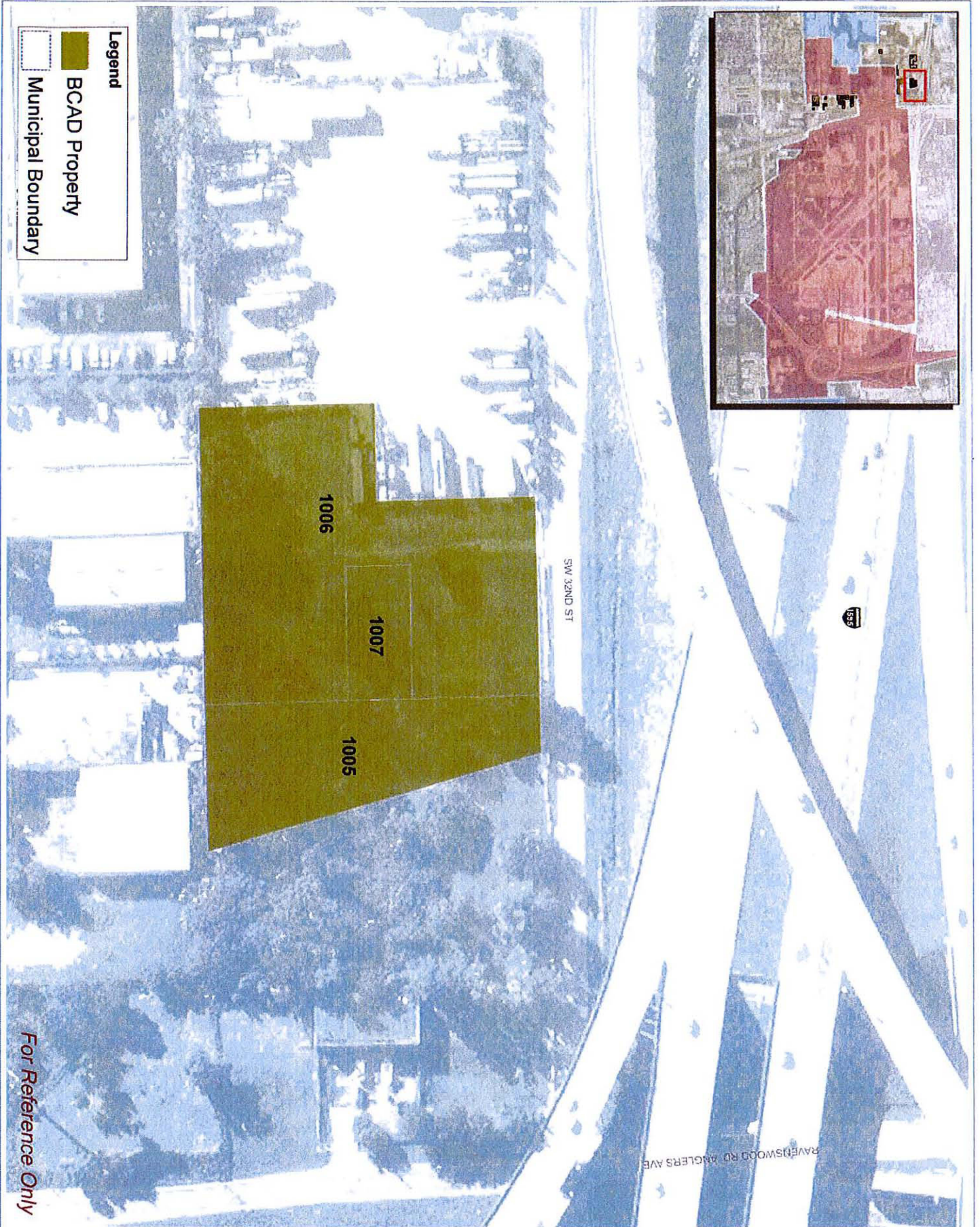
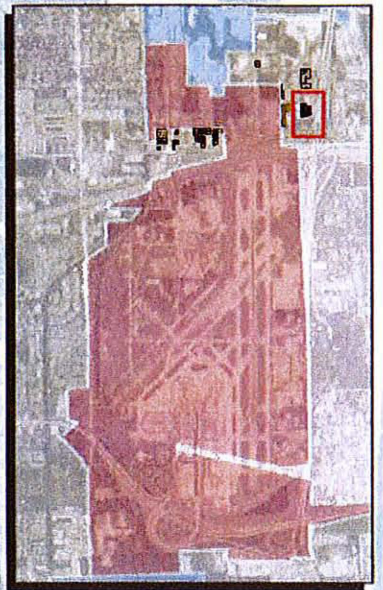


AVIATION DEPARTMENT  
Planning & Development Division  
100 Airline Boulevard  
Fort Lauderdale, FL 33315  
P. 954-359-6171 F. 954-359-1335  
www.broward.org/airport

Fort Lauderdale-Hollywood International Airport (FLL)

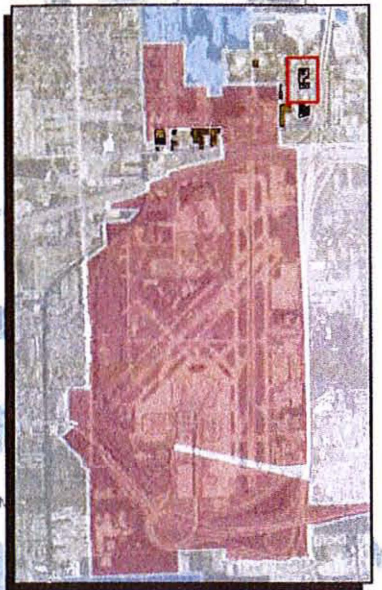






*For Reference Only*







## **Exhibit F: Damage Calculation Related to Failure to Sell Plats 7 and 8**

### **Basis of Claim**

The properties referred to as "Plats 7 and 8" are multiple parcels of land located west of Interstate 95 within the municipal limits of the City of Dania Beach. They were acquired by Broward County from private owners in the late 1980s for airport noise compatibility purposes using federal Airport Improvement Program funds. Acquisition by Broward County made the properties immune from ad valorem taxation by the City of Dania Beach.

In 1995, Broward County agreed to return Plats 7 and 8 to the City's tax rolls. The 1995 Interlocal Agreement between Broward County and the City of Dania Beach, Paragraph 11.C, states, in relevant part, "County agrees, following approval and recordation of Plats ... 7 and 8, to offer Plats ... 7 and 8 for sale or exchange in accordance with the requirements of Florida Statutes and the FAA, so that such lands may be returned to the tax rolls of the City. It is the parties' intent that such lands be offered for sale as soon as practicable after plat recordation, considering the prevailing market conditions."

Plat 7 was approved and recorded in December 1996. Plat 8 was approved and recorded in March 1995. However, in the 17 years since both Plats 7 and 8 were approved and recorded, Broward County never offered those properties for sale or exchange. As a result, the City of Dania Beach has not collected ad valorem property taxes on those properties.

The City of Dania Beach believes it is entitled to damages for breach of this provision of the 1995 Interlocal Agreement. The City believes that Broward County should have offered Plats 7 and 8 for sale or exchange in 1997, which would have started to generate ad valorem tax revenue in 1998. The City calculates its damages by determining the lost ad valorem taxes each year, and then determining the lost simple interest on the missing taxes. The lost taxes for each year are determined by multiplying the tax assessed value of the properties annually by the applicable City ad valorem millage rate. The lost interest is calculated at a statutory rate set by the Florida Chief Financial Officer in accordance with § 55.03, Florida Statutes.

**Total lost taxes from Plats 7 and 8 for 1998-2012: \$389,163.10**

#### **Totals per year:**

- 1998: \$15,577.64
- 1999: \$15,577.64
- 2000: \$14,888.13
- 2001: \$15,577.64
- 2002: \$16,318.22



- 2003: \$13,202.44
- 2004: \$23,789.21
- 2005: \$30,584.32
- 2006: \$32,654.51
- 2007: \$31,905.52
- 2008: \$31,953.83
- 2009: \$35,679.20
- 2010: \$37,078.62
- 2011: \$37,112.48
- 2012: \$37,263.76

**Interest on the 1998 Real Estate Taxes (\$15,577.64):** The 1998 real estate taxes are due to Broward County by April 1, 1999. So, the date that the 1998 real estate taxes became due was April 1, 1999, and interest should be calculated from that date for the 1998 real estate taxes. The annual interest rate for 1999 was 10%, and the daily rate as a decimal was .0002740. There were 274 days between April 1, 1999 and December 31, 1999. Thus, the accrued interest for the 1998 real estate taxes due on April 1, 1999 from April 1, 1999 through December 31, 1999 was:  $274 \times .0002740 \times \$15,577.64 = \$1,169.51$ . Interest on the 1998 amount is listed below for each year:

- April 1, 1999 – December 31, 1999: Total interest due: \$1,169.51
- 2000 (interest rate is 10%): Total Interest Due: \$1,557.64
- 2001 (interest rate is 11%): \$1,713.54
- 2002 (interest rate is 9%): \$1,401.99
- 2003 (interest rate is 6%): \$934.66
- 2004 (interest rate is 7%): \$1,090.43
- 2005 (interest rate is 7%): \$1,090.43
- 2006 (interest rate is 9%): \$1,401.99
- 2007 (interest rate is 11%): \$1,713.54
- 2008 (interest rate is 11%): \$1,713.54

- 2009 (interest rate is 8%): \$1,246.21
- 2010 (interest rate is 6%): \$934.66
- 1/1/2011 – 9/30/2011 (daily rate is .0001644 (6% annually) 272 days): \$696.58
- 10/1/11-12/31/11 (daily rate is .000130137 (4.75% annually) 91 days): \$184.48
- 2012 (interest rate is 4.75%): \$739.94
- 2013 interest rate from January 1, 2013 – September 30, 2013 (daily rate is .000130137 (4.75% annually) 272 days): \$551.40

**Total Pre-Judgment Interest for 1998 Real Estate Taxes: \$18,140.54**

**Interest on the 1999 Real Estate Taxes (\$15,577.64):** The 1999 real estate taxes are due to Broward County by April 1, 2000. So, the date that the 1999 real estate taxes became due was April 1, 2000, and interest should be calculated from that date for the 1999 real estate taxes. The annual interest rate for 2000 was 10%, and the daily rate as a decimal was .0002740. There were 274 days between April 1, 2000 and December 31, 2000. Thus, the accrued interest for the 1999 real estate taxes due on April 1, 2000 from April 1, 2000 through December 31, 2000 was:  $274 \times .0002740 \times \$15,577.64 = \$1,169.51$ . Interest on the 1999 amount is listed below for each year:

- April 1, 2000 – December 31, 2000: Total interest due: \$1,169.51
- 2001 (interest rate is 11%): \$1,713.54
- 2002 (interest rate is 9%): \$1,401.99
- 2003 (interest rate is 6%): \$934.66
- 2004 (interest rate is 7%): \$1,090.43
- 2005 (interest rate is 7%): \$1,090.43
- 2006 (interest rate is 9%): \$1,401.99
- 2007 (interest rate is 11%): \$1,713.54
- 2008 (interest rate is 11%): \$1,713.54
- 2009 (interest rate is 8%): \$1,246.21
- 2010 (interest rate is 6%): \$934.66
- 1/1/2011 – 9/30/2011 (daily rate is .0001644 (6% annually) 272 days): \$696.58
- 10/1/11-12/31/11 (daily rate is .000130137 (4.75% annually) 91 days): \$184.48



- 2012 (interest rate is 4.75%): \$739.94
- 2013 interest rate from January 1, 2013 – September 30, 2013 (daily rate is .000130137 (4.75% annually) 272 days): \$551.40

**Total Pre-Judgment Interest for 1999 Real Estate Taxes: \$16,582.90**

**Interest on the 2000 Real Estate Taxes (\$14,888.13):** The 2000 real estate taxes are due to Broward County by April 1, 2001. So, the date that the 2000 real estate taxes became due was April 1, 2001, and interest should be calculated from that date for the 2000 real estate taxes. The annual interest rate for 2001 was 11%, and the daily rate as a decimal was .0003014. There were 274 days between April 1, 2001 and December 31, 2001. Thus, the accrued interest for the 2000 real estate taxes due on April 1, 2001 from April 1, 2001 through December 31, 2001 was:  $274 \times .0003014 \times \$14,888.13 = \$1,229.51$ . Interest on the 2000 amount is listed below for each year:

- April 1, 2001 – December 31, 2001: Total interest due: \$1,229.51
- 2002 (interest rate is 9%): \$1,339.93
- 2003 (interest rate is 6%): \$893.29
- 2004 (interest rate is 7%): \$1,042.17
- 2005 (interest rate is 7%): \$1,042.17
- 2006 (interest rate is 9%): \$1,339.93
- 2007 (interest rate is 11%): \$1,637.69
- 2008 (interest rate is 11%): \$1,637.69
- 2009 (interest rate is 8%): \$1,191.05
- 2010 (interest rate is 6%): \$893.29
- 1/1/2011 – 9/30/2011 (daily rate is .0001644 (6% annually) 272 days): \$665.75
- 10/1/11-12/31/11 (daily rate is .000130137 (4.75% annually) 91 days): \$ 176.31
- 2012 (interest rate is 4.75%): \$ 707.19
- 2013 interest rate from January 1, 2013 – September 30, 2013 (daily rate is .000130137 (4.75% annually) 272 days): \$527.00

**Total Pre-Judgment Interest for 2000 Real Estate Taxes: \$14,322.97**

**Interest on the 2001 Real Estate Taxes (\$15,577.64):** The 2001 real estate taxes are due to Broward County by April 1, 2002. So, the date that the 2001 real estate taxes became due was

April 1, 2002, and interest should be calculated from that date for the 2001 real estate taxes. The annual interest rate for 2002 was 9%, and the daily rate as a decimal was .0002466. There were 274 days between April 1, 2002 and December 31, 2002. Thus, the accrued interest for the 2001 real estate taxes due on April 1, 2002 from April 1, 2002 through December 31, 2002 was:  $274 \times .0002466 \times \$15,577.64 = \$1,052.56$ . Interest on the 2001 amount is listed below for each year:

- April 1, 2002 – December 31, 2002: Total interest due: \$1,052.56
- 2003 (interest rate is 6%): \$934.66
- 2004 (interest rate is 7%): \$1,090.43
- 2005 (interest rate is 7%): \$1,090.43
- 2006 (interest rate is 9%): \$1,401.99
- 2007 (interest rate is 11%): \$1,713.54
- 2008 (interest rate is 11%): \$1,713.54
- 2009 (interest rate is 8%): \$1,246.21
- 2010 (interest rate is 6%): \$934.66
- 1/1/2011 – 9/30/2011 (daily rate is .0001644 (6% annually) 272 days): \$696.58
- 10/1/11-12/31/11 (daily rate is .000130137 (4.75% annually) 91 days): \$184.48
- 2012 (interest rate is 4.75%): \$739.94
- 2013 interest rate from January 1, 2013 – September 30, 2013 (daily rate is .000130137 (4.75% annually) 272 days): \$551.40

**Total Pre-Judgment Interest for 2001 Real Estate Taxes: \$13,350.42**

**Interest on the 2002 Real Estate Taxes (\$16,318.22):** The 2002 real estate taxes are due to Broward County by April 1, 2003. So, the date that the 2002 real estate taxes became due was April 1, 2003, and interest should be calculated from that date for the 2002 real estate taxes. The annual interest rate for 2003 was 6%, and the daily rate as a decimal was .0001644. There were 274 days between April 1, 2003 and December 31, 2003. Thus, the accrued interest for the 2002 real estate taxes due on April 1, 2003 from April 1, 2003 through December 31, 2003 was:  $274 \times .0001644 \times \$16,318.22 = \$735.06$ . Interest on the 2002 amount is listed below for each year:

- April 1, 2003 – December 31, 2003: Total interest due: \$735.06
- 2004 (interest rate is 7%): \$1,142.27
- 2005 (interest rate is 7%): \$1,142.27



- 2006 (interest rate is 9%): \$1,468.64
- 2007 (interest rate is 11%): \$1,795.00
- 2008 (interest rate is 11%): \$1,795.00
- 2009 (interest rate is 8%): \$1,305.46
- 2010 (interest rate is 6%): \$979.09
- 1/1/2011 – 9/30/2011 (daily rate is .0001644 (6% annually) 272 days): \$729.70
- 10/1/11-12/31/11 (daily rate is .000130137 (4.75% annually) 91 days): \$193.25
- 2012 (interest rate is 4.75%): \$775.12
- 2013 interest rate from January 1, 2013 – September 30, 2013 (daily rate is .000130137 (4.75% annually) 272 days): \$577.62

**Total Pre-Judgment Interest for 2002 Real Estate Taxes: \$12,638.48**

**Interest on the 2003 Real Estate Taxes (\$13,202.44):** The 2003 real estate taxes are due to Broward County by April 1, 2004. So, the date that the 2003 real estate taxes became due was April 1, 2004, and interest should be calculated from that date for the 2003 real estate taxes. The annual interest rate for 2004 was 7%, and the daily rate as a decimal was .0001918. There were 274 days between April 1, 2004 and December 31, 2004. Thus, the accrued interest for the 2003 real estate taxes due on April 1, 2004 from April 1, 2004 through December 31, 2004 was:  $274 \times .0001918 \times \$13,202.44 = \$693.83$ . Interest on the 2003 amount is listed below for each year:

- April 1, 2004 – December 31, 2004: Total interest due: \$693.83
- 2005 (interest rate is 7%): \$924.17
- 2006 (interest rate is 9%): \$1,188.22
- 2007 (interest rate is 11%): \$1,452.27
- 2008 (interest rate is 11%): \$1,452.27
- 2009 (interest rate is 8%): \$1,056.19
- 2010 (interest rate is 6%): \$792.15
- 1/1/2011 – 9/30/2011 (daily rate is .0001644 (6% annually) 272 days): \$590.37
- 10/1/11-12/31/11 (daily rate is .000130137 (4.75% annually) 91 days): \$156.35
- 2012 (interest rate is 4.75%): \$627.11

- 2013 interest rate from January 1, 2013 – September 30, 2013 (daily rate is .000130137 (4.75% annually) 272 days): \$467.33

**Total Pre-Judgment Interest for 2003 Real Estate Taxes: \$9,400.26**

**Interest on the 2004 Real Estate Taxes (\$23,789.21):** The 2004 real estate taxes are due to Broward County by April 1, 2005. So, the date that the 2004 real estate taxes became due was April 1, 2005, and interest should be calculated from that date for the 2004 real estate taxes. The annual interest rate for 2005 was 7%, and the daily rate as a decimal was .0001918. There were 274 days between April 1, 2005 and December 31, 2005. Thus, the accrued interest for the 2004 real estate taxes due on April 1, 2005 from April 1, 2005 through December 31, 2005 was:  $274 \times .0001918 \times \$23,789.21 = \$1,250.20$ . Interest on the 2004 amount is listed below for each year:

- April 1, 2005 – December 31, 2005: Total interest due: \$1,250.20
- 2006 (interest rate is 9%): \$2,141.03
- 2007 (interest rate is 11%): \$2,616.81
- 2008 (interest rate is 11%): \$2,616.81
- 2009 (interest rate is 8%): \$1,903.14
- 2010 (interest rate is 6%): \$1,427.35
- 1/1/2011 – 9/30/2011 (daily rate is .0001644 (6% annually) 272 days): \$1,063.78
- 10/1/11-12/31/11 (daily rate is .000130137 (4.75% annually) 91 days): \$281.72
- 2012 (interest rate is 4.75%): \$1,129.99
- 2013 interest rate from January 1, 2013 – September 30, 2013 (daily rate is .000130137 (4.75% annually) 272 days): \$842.07

**Total Pre-Judgment Interest for 2004 Real Estate Taxes: \$15,272.90**

**Interest on the 2005 Real Estate Taxes (\$30,584.32):** The 2005 real estate taxes are due to Broward County by April 1, 2006. So, the date that the 2005 real estate taxes became due was April 1, 2006, and interest should be calculated from that date for the 2005 real estate taxes. The annual interest rate for 2006 was 9%, and the daily rate as a decimal was .0002466. There were 274 days between April 1, 2006 and December 31, 2006. Thus, the accrued interest for the 2005 real estate taxes due on April 1, 2006 from April 1, 2006 through December 31, 2006 was:  $274 \times .0002466 \times \$30,584.32 = \$2,066.53$ . Interest on the 2005 amount is listed below for each year:

- April 1, 2006 – December 31, 2006: Total interest due: \$2,066.53
- 2007 (interest rate is 11%): \$3,364.27



- 2008 (interest rate is 11%): \$3,364.27
- 2009 (interest rate is 8%): \$2,446.74
- 2010 (interest rate is 6%): \$1,835.06
- 1/1/2011 – 9/30/2011 (daily rate is .0001644 (6% annually) 272 days): \$1,367.63
- 10/1/11-12/31/11 (daily rate is .000130137 (4.75% annually) 91 days): \$362.19
- 2012 (interest rate is 4.75%): \$1,452.75
- 2013 interest rate from January 1, 2013 – September 30, 2013 (daily rate is .000130137 (4.75% annually) 272 days): \$1,082.60

**Total Pre-Judgment Interest for 2005 Real Estate Taxes: \$17,342.04**

**Interest on the 2006 Real Estate Taxes (\$32,654.51):** The 2006 real estate taxes are due to Broward County by April 1, 2007. So, the date that the 2006 real estate taxes became due was April 1, 2007, and interest should be calculated from that date for the 2006 real estate taxes. The annual interest rate for 2007 was 11%, and the daily rate as a decimal was .0003014. There were 274 days between April 1, 2007 and December 31, 2007. Thus, the accrued interest for the 2006 real estate taxes due on April 1, 2007 from April 1, 2007 through December 31, 2007 was:  $274 \times .0003014 \times \$32,654.51 = \$2,696.73$ . Interest on the 2006 amount is listed below for each year:

- April 1, 2007 – December 31, 2007: Total interest due: \$2,696.73
- 2008 (interest rate is 11%): \$3,592.00
- 2009 (interest rate is 8%): \$2,612.36
- 2010 (interest rate is 6%): \$1,959.27
- 1/1/2011 – 9/30/2011 (daily rate is .0001644 (6% annually) 272 days): \$1,460.20
- 10/1/11-12/31/11 (daily rate is .000130137 (4.75% annually) 91 days): \$386.71
- 2012 (interest rate is 4.75%): \$1,551.09
- 2013 interest rate from January 1, 2013 – September 30, 2013 (daily rate is .000130137 (4.75% annually) 272 days): \$1,155.88

**Total Pre-Judgment Interest for 2006 Real Estate Taxes: \$15,418.24**

**Interest on the 2007 Real Estate Taxes (\$31,905.52):** The 2007 real estate taxes are due to Broward County by April 1, 2008. So, the date that the 2007 real estate taxes became due was April 1, 2008, and interest should be calculated from that date for the 2007 real estate taxes. The annual interest rate for 2008 was 11%, and the daily rate as a decimal was .0003014. There were

274 days between April 1, 2008 and December 31, 2008. Thus, the accrued interest for the 2007 real estate taxes due on April 1, 2008 from April 1, 2008 through December 31, 2008 was:  $274 \times .0003014 \times \$31,905.52 = \$2,634.87$ . Interest on the 2007 amount is listed below for each year:

- April 1, 2008 – December 31, 2008: Total interest due: \$2,634.87
- 2009 (interest rate is 8%): \$2,552.44
- 2010 (interest rate is 6%): \$1,914.33
- 1/1/2011 – 9/30/2011 (daily rate is .0001644 (6% annually) 272 days): \$1,426.71
- 10/1/11-12/31/11 (daily rate is .000130137 (4.75% annually) 91 days): \$377.84
- 2012 (interest rate is 4.75%): \$1,515.51
- 2013 interest rate from January 1, 2013 – September 30, 2013 (daily rate is .000130137 (4.75% annually) 272 days): \$1,129.37

**Total Pre-Judgment Interest for 2007 Real Estate Taxes: \$11,551.07**

**Interest on the 2008 Real Estate Taxes (\$31,953.83):** The 2008 real estate taxes are due to Broward County by April 1, 2009. So, the date that the 2008 real estate taxes became due was April 1, 2009, and interest should be calculated from that date for the 2008 real estate taxes. The annual interest rate for 2009 was 8%, and the daily rate as a decimal was .0002192. There were 274 days between April 1, 2009 and December 31, 2009. Thus, the accrued interest for the 2008 real estate taxes due on April 1, 2009 from April 1, 2009 through December 31, 2009 was:  $274 \times .0002192 \times \$31,953.83 = \$1,919.17$ . Interest on the 2008 amount is listed below for each year:

- April 1, 2009 – December 31, 2009: Total interest due: \$1,919.17
- 2010 (interest rate is 6%): \$1,917.23
- 1/1/2011 – 9/30/2011 (daily rate is .0001644 (6% annually) 272 days): \$1,428.87
- 10/1/11-12/31/11 (daily rate is .000130137 (4.75% annually) 91 days): \$378.41
- 2012 (interest rate is 4.75%): \$1,517.81
- 2013 interest rate from January 1, 2013 – September 30, 2013 (daily rate is .000130137 (4.75% annually) 272 days): \$1,131.08

**Total Pre-Judgment Interest for 2008 Real Estate Taxes: \$8,292.57**

**Interest on the 2009 Real Estate Taxes (\$35,679.20):** The 2009 real estate taxes are due to Broward County by April 1, 2010. So, the date that the 2009 real estate taxes became due was April 1, 2010, and interest should be calculated from that date for the 2009 real estate taxes. The annual interest rate for 2010 was 6%, and the daily rate as a decimal was .0001644. There were



274 days between April 1, 2010 and December 31, 2010. Thus, the accrued interest for the 2009 real estate taxes due on April 1, 2010 from April 1, 2010 through December 31, 2010 was:  $274 \times .0001644 \times \$35,679.20 = \$1,607.19$ . Interest on the 2009 amount is listed below for each year:

- April 1, 2010 – December 31, 2010: Total interest due: \$1,607.19
- 1/1/2011 – 9/30/2011 (daily rate is .0001644 (6% annually) 272 days): \$1,595.46
- 10/1/11-12/31/11 (daily rate is .000130137 (4.75% annually) 91 days): \$422.53
- 2012 (interest rate is 4.75%): \$1,694.76
- 2013 interest rate from January 1, 2013 – September 30, 2013 (daily rate is .000130137 (4.75% annually) 272 days): \$1,262.95

**Total Pre-Judgment Interest for 2009 Real Estate Taxes: \$6,582.89**

**Interest on the 2010 Real Estate Taxes (\$37,078.62):** The 2010 real estate taxes are due to Broward County by April 1, 2011. So, the date that the 2010 real estate taxes became due was April 1, 2011, and interest should be calculated from that date for the 2010 real estate taxes. In the middle of 2011, the interest rate changed for that year. So, for the first part of 2011 (from January through September), the interest rate was 6% annually or .0001644 daily. For the second part of 2011 (September through December), the interest rate was 4.75% annually or .000130137 daily. Thus, the accrued interest rate for the 2010 real estate taxes due on April 1, 2011 would take the interest accrued from April 1, 2011 through September 30, 2011 (which is 182 days) and then add it to the interest accrued from September 30, 2011 through December 31, 2011 (which is 91 days). Thus, the equation would be:  $(182 \times .0001644 \times 37,078.62) + (91 \times .000130137 \times 37,078.62) = 1,109.42 + 439.10 = \$1,548.52$

- 2011 interest rate = \$1,548.52
- 2012 (interest rate is 4.75%): \$1,761.23
- 2013 interest rate from January 1, 2013 – September 30, 2013 (daily rate is .000130137 (4.75% annually) 272 days): \$1,312.48

**Total Pre-Judgment Interest for 2010 Real Estate Taxes: \$4,622.23**

**Interest on the 2011 Real Estate Taxes (\$37,112.48):** The 2011 real estate taxes are due to Broward County by April 1, 2012. So, the date that the 2011 real estate taxes became due was April 1, 2012, and interest should be calculated from that date for the 2011 real estate taxes. The annual interest rate for 2012 was 4.75%, and the daily rate as a decimal was .000129781. There were 274 days between April 1, 2012 and December 31, 2012. Thus, the accrued interest for the 2011 real estate taxes due on April 1, 2012 from April 1, 2012 through December 31, 2012 was:  $274 \times .000129781 \times \$37,112.48 = \$1,319.71$ .

- 2013 interest rate from January 1, 2013 – September 30, 2013 (daily rate is .000130137 (4.75% annually) 272 days): \$1,313.68

**Total Pre-Judgment Interest for 2011 Real Estate Taxes: \$2,633.39**

**Interest on the 2012 Real Estate Taxes (\$37,263.76):** The 2012 real estate taxes would have been due on April 1, 2013. So, interest should be calculated from that date to the present, which is September 30, 2013. There are 182 days between April 1, 2013 and September 30, 2013. The daily interest rate in that time was .000130137. So, the accrued interest for the 2012 real estate taxes due on April 1, 2013 is:  $182 \times .000130137 \times \$37,263.76 = \$882.59$

**TOTAL ACCRUED PRE-JUDGMENT INTEREST FOR REAL ESTATE TAXES FROM 1998 TO 2012 REAL ESTATE TAXES:**

**\$167,033.49**

**Total Damages: Lost Taxes + Interest =**

**\$556,196.59**



## **Appendix E-2**

### **City of Dania Beach Land Use Amendment to Establish a Regional Activity Center (RAC)**

## **Dania Beach Land Use Amendment to Establish a RAC**

### **Overview of the Amendment to Establish a RAC**



Broward County's Land Use Code requires that all Land Use Plan Amendments within the County must have approval by the Broward County Board of County Commissioners (BOCC). The City of Dania Beach previously initiated Land Use Plan Amendments for specific areas in Dania Beach seeking an increase in residential density. Broward County, through their review and approval authority, worked with the City of Dania Beach to incorporate several compatibility measures into the plan amendment agreements. These measures are described in this section.

## E-1 Land Use Restrictions – Dania Beach Land Use Amendment to Establish a Regional Activity Center (PC 09-5)

In 2010, the BOCC approved a Land Use Amendment Plan (PC 09-5) establishing an area within the City of Dania Beach as a Regional Activity Center (RAC). Located south of FLL, the Amendment application included plans for the development of approximately 7,818 new residential units. A small portion of the RAC is within the EIS 2020 DNL65 contour and a larger portion falls within the EIS 2020 DNL 60. The RAC's boundaries are depicted in **Figure E-2.1**.

As part of a 2010 Agreement between Broward County and the City of Dania Beach<sup>1</sup> (**Attachment 1**), and as condition of approval of Amendment application PC 09-5, the City agreed to prohibit the development of new residential units and other non-compatible land uses within the EIS 2020 DNL 60+ contours.<sup>2</sup> The Agreement, however, included three exceptions to the land use restrictions provided there is no increase in the amount of residential density: 1) The continued approval of residential projects or residential zoning which were issued prior to December 8, 2009; 2) The replacement of residential units that existed within the RAC prior to December 8, 2009; 3) The issuance of new building permits within the parcels depicted in the Agreement's appendix (Exhibits A, B, and C).

## E-2 Noise Level Reduction – Dania Beach Land Use Amendment to Establish a Regional Activity Center (PC 09-5)

The parcels depicted in the Agreement (Broward County CFN No. 109570290) as Exhibits A, B, and C encompass 42 acres of undeveloped land in the northwest portion of the Amendment area in which the City of Dania Beach had previously approved a plan for 402 residential units. These parcels are depicted in **Figure E-2.1**. Though the City is allowed to maintain the existing residential development rights for these parcels, the Agreement requires developers of residential units on these parcels to provide sound mitigation measures to achieve an outdoor-to-indoor noise level reduction of at least 25 to 30 dB.<sup>3</sup>

## E-3 Disclosure – Dania Beach Land Use Amendment to Establish a Regional Activity Center (PC 09-5)

To address future updates to the noise-impacted areas, the Agreement (Broward County CFN No. 109570290) requires developers of new residential units that fall within the EIS 2020 DNL 60+ contours—and under any subsequent changes to the FAA-approved Noise Exposure Map (NEM), including this Part 150 Study—to record a document in the Broward County public records requiring

---

<sup>1</sup> Agreement between Broward County and the City of Dania Beach Recorded 9/8/2010, Broward County CFN No. 109570290

<sup>2</sup> Non-compatible land uses are identified in Chapter 333, Florida Statutes and Table 1, 14 CFR Part 150, Appendix B

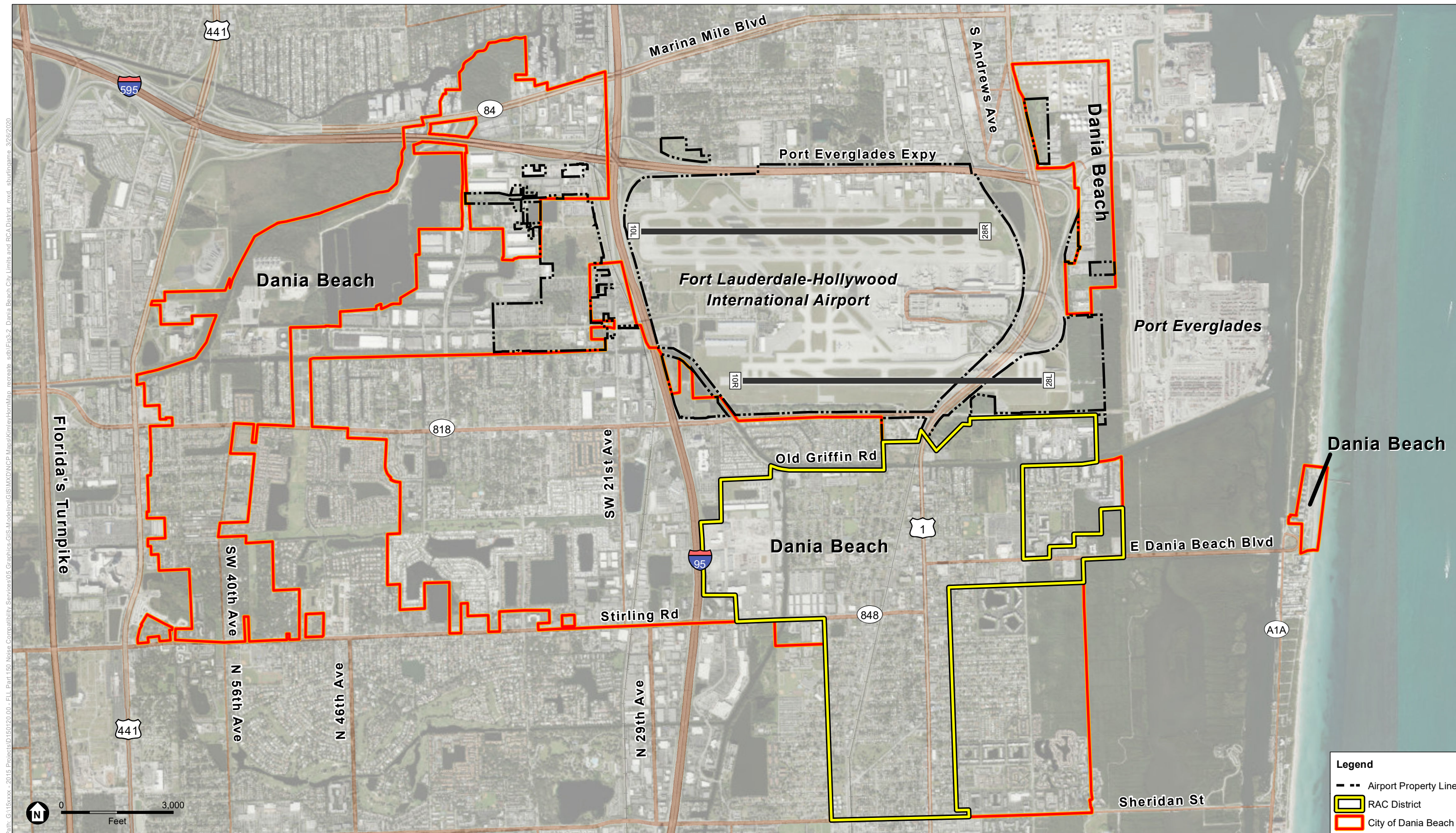
<sup>3</sup> Agreement between Broward County and the City of Dania Beach, 2010, Section 2.04: *Any application for a residential building permit for any new residential dwelling unit that falls within the 60+ DNL area shall be subject to the requirement that the developer provide appropriate noise mitigation measures for such residential dwelling unit...to achieve outdoor-to-indoor Noise Level Reduction (NLR) of at least twenty-five decibels (25 dB) to thirty decibels (30 dB).*

disclosure that the property is subject to potential aircraft overflight and noise impacts.<sup>4</sup> This disclosure extends to all future property owners, who will be required to notify prospective buyers of airport-related noise impacts.

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<sup>4</sup> Agreement between Broward County and the City of Dania Beach, 2010, Section 2.05: *The City agrees that any application for residential building permit for any new residential dwelling...which falls within the 60+ DNL Area under any subsequent change to the current Noise Exposure Map for the Airport shall be subject to the requirement that the developer record a separate document in the Broward County public records...to provide notification of potential aircraft overflight and noise impacts.*





SOURCE: Esri; City of Dania Beach CRA Redevelopment Plan, 2015;; ESA, 2020

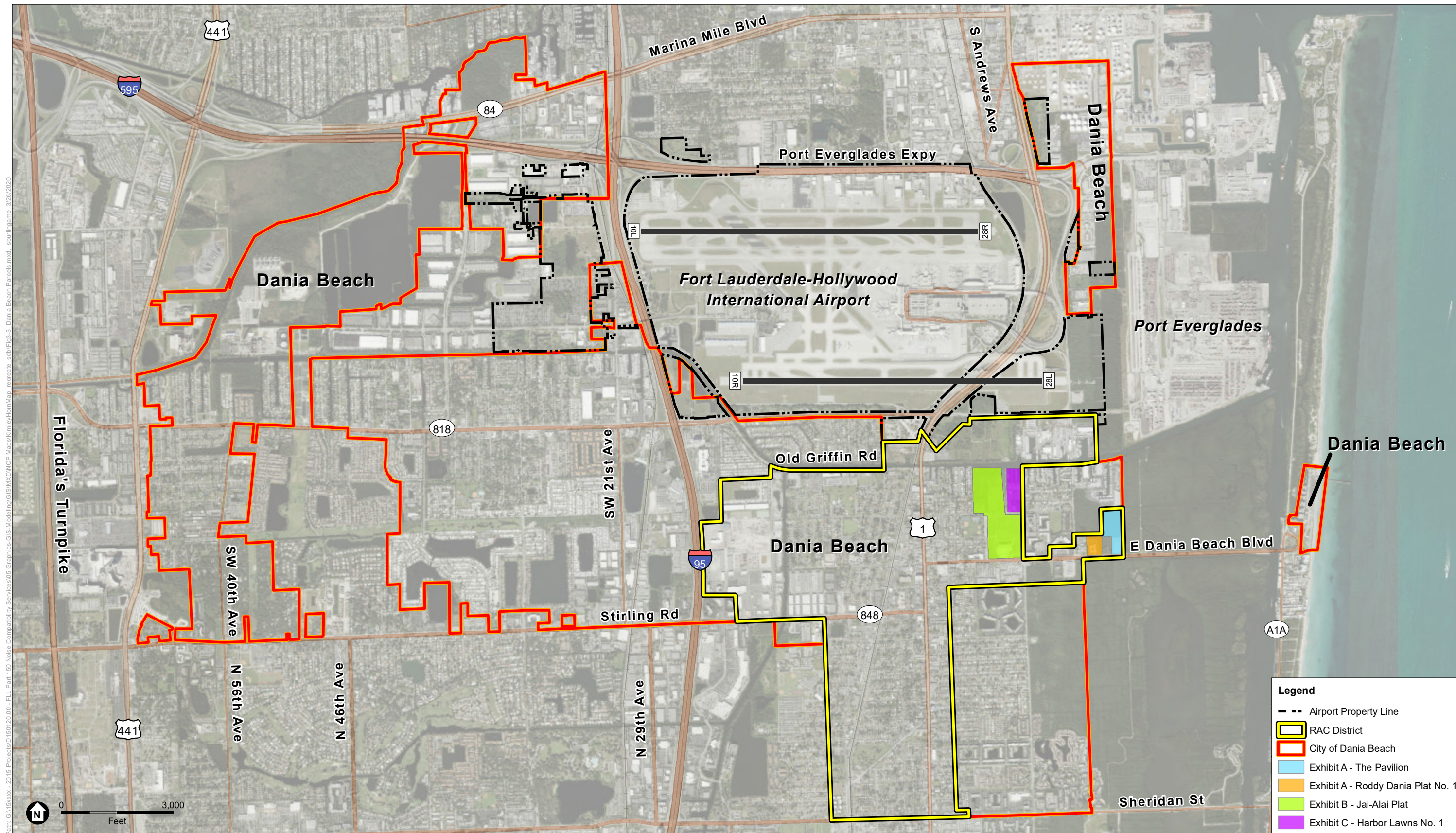
Fort Lauderdale-Hollywood International Airport 14 CFR Part 150 Study . 150120

**Figure E-2.1**

Dania Beach Regional Activity Center (RAC)  
Fort Lauderdale-Hollywood International Airport

**DRAFT FOR DELIBERATIVE PURPOSES ONLY**





SOURCE: Esri; City of Dania Beach CRA Redevelopment Plan, 2015;  
Broward County Property Appraiser, 2019; ESA, 2020

Fort Lauderdale-Hollywood International Airport 14 CFR Part 150 Study . 150120

**Figure E-2.2**  
Dania Beach Parcels  
Fort Lauderdale-Hollywood International Airport

**DRAFT FOR DELIBERATIVE PURPOSES ONLY**



## **Attachment 1**

### **Dania Beach Land Use Amendment to Establish a RAC**

City of Dania Beach Land Use Plan Amendments

Return recorded document to:

Director, Environmental Protection &  
Growth Management Department  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

Document Prepared by:

Christine C. Lee, Senior Assistant County Attorney  
Office of Broward County Attorney  
c/o Aviation Department  
100 Aviation Boulevard  
Fort Lauderdale, Florida 33315

**NOTICE: DEVELOPERS, PURCHASERS, GRANTEES, HEIRS, SUCCESSORS AND  
ASSIGNS OF ANY INTEREST IN THE PROPERTY SET FORTH ON EXHIBIT "D"  
ARE HEREBY PUT ON NOTICE OF THE OBLIGATIONS SET FORTH WITHIN THIS  
AGREEMENT WHICH SHALL RUN WITH THE PROPERTY UNTIL FULLY  
PERFORMED.**

**AGREEMENT RESTRICTING NEW RESIDENTIAL DWELLING UNITS  
WITHIN 60+ DNL NOISE CONTOURS  
AND NON-AIRPORT COMPATIBLE LAND USES**

This is an Agreement, made and entered into by and between: **BROWARD  
COUNTY**, a political subdivision of the state of Florida, hereinafter referred to as  
"COUNTY,"

AND

**CITY OF DANIA BEACH**, a municipal corporation of the state of Florida  
hereinafter referred to as "CITY."

**RECITALS**

WHEREAS, CITY initiated a proposed Land Use Plan Amendment (PC 09-5)  
("Amendment PC 09-5") establishing a Regional Activity Center ("RAC") land use  
designation, to promote economic vitality and community redevelopment within the  
CITY, a legal description is attached hereto as Exhibit "D"; and

WHEREAS, the CITY is proposing the inclusion of approximately 7,818  
residential dwelling units within the RAC; and

WHEREAS, CITY is in the process of approving a redevelopment plan for  
vacant, residentially zoned Property, containing approximately 42+/- acres which are  
currently vested for a maximum of 402 dwelling units, more particularly described in  
Exhibit "A", Exhibit "B" and Exhibit "C" attached hereto ("Property"); and

Approved BCC

8/10/10 #53

Submitted By

Ken [signature]

RETURN TO DOCUMENT CONTROL

(23)



WHEREAS, the CITY seeks to maintain the existing residential development rights on the vacant, residentially zoned "Property" described in Exhibit "A", Exhibit "B" and Exhibit "C"; and

WHEREAS, COUNTY is the owner and operator of the Fort Lauderdale-Hollywood International Airport ("Airport"); and

WHEREAS, CITY agrees to prohibit new residential dwelling units in the areas of the RAC that fall within the Airport's 60 DNL and above noise contours as shown on the most recent FAA accepted long range noise exposure contours for the Airport ("60+ DNL Area"), except as provided for by Sections 2.03 and 2.05, and to prohibit non-airport compatible uses within the RAC as identified in Chapter 333, Florida Statutes, and also Table 1, 14 CFR Part 150, Appendix B, as amended from time to time; and

WHEREAS, CITY has voluntarily agreed to enter into this Agreement as a condition of approval of Amendment PC 09-5 to enable legal enforcement of the commitments made by the CITY to the COUNTY herein; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, and covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and CITY agree as follows:

1. RECITALS

1.01 The above recitals are true and correct and incorporated herein by reference.

1.02 For the purposes of this Agreement, "current Noise Exposure Map for the Airport" shall mean and refer to the then most recent FAA accepted long range noise exposure contours for the Airport.

2. LAND USE REQUIREMENTS

2.01 Except as provided for in Section 2.03, CITY agrees that it will not accept an application for a building permit for any new residential dwelling unit within that portion of the RAC located within the 60+ DNL Area and it will not permit any non-airport compatible land uses within the RAC, as identified in Chapter 333, Florida Statutes, and also Table 1, 14 CFR Part 150, Appendix B, as amended from time to time.

2.02 CITY shall provide written notice to the COUNTY's Director of the Environmental Protection and Growth Management Department, or designee, upon site plan or plat approval of any residential project authorized pursuant to Amendment PC 09-5. Such notification shall include project location and number and type of units at the time of site plan or plat approval and shall be confirmed by the CITY at the time of building permit.

2.03 Any other requirements of this Agreement notwithstanding, the following conditions will be exempt from the requirements of Section 2.01:

- (a) Any residential project which is the subject of an approved, unexpired plat, site plan or building permit where said approval was issued prior to December 8, 2009, or any property which was residentially zoned as of December 8, 2009, provided the number of residential dwelling units shall not be increased above the number that was approved prior to December 8, 2009.
- (b) Replacement of residential dwelling units that existed on a parcel prior to December 8, 2009, provided there shall be no increase in the number of residential dwelling units above the number that existed on the parcel on December 8, 2009.
- (c) Issuance of building permits for new residential dwelling units constructed within the parcels depicted on the attached Exhibit "A", Exhibit "B" and Exhibit "C" provided there shall be no increase in the amount of residential density above the amount of residential density that was permitted on any said parcel prior to December 8, 2009.

2.04 CITY agrees that any application for a residential building permit for any new residential dwelling unit authorized under Sections 2.03 and 2.05 and within that portion of the RAC located within the 60+ DNL Area shall be subject to the requirement that the developer provide appropriate noise mitigation measures for such residential dwelling unit in order to achieve outdoor-to-indoor Noise Level Reduction (NLR) of at least twenty-five decibels (25 dB) to thirty decibels (30 dB).

2.05 CITY agrees that any application for a residential building permit for any new residential dwelling unit on property which was not located within that portion of the RAC located within the 60+ DNL Area under the current Noise Exposure Map for the Airport as of the execution of this Agreement, but which falls within the 60+ DNL Area under any subsequent change to the current Noise Exposure Map for the Airport, shall be subject to the requirement that the developer record a separate document in the Broward County public records against all the property in the subject development to provide notification of potential aircraft overflight and noise impacts on the property pursuant to Subsection 5-182 (n), Broward County Code of Ordinances.

2.06 Prior to issuance of a building permit for the construction or erection of any structure to be located in the RAC, CITY shall verify that CITY and the developer are complying with the provisions of this Section 2.

### 3. DEFAULT BY CITY

3.01 CITY, its successors and assigns, agrees that no building permit or certificate of occupancy shall be obtained from the CITY for any new residential dwelling



unit within that portion of the RAC located within the 60+ DNL Area, except as specifically provided for in Sections 2.03 and 2.05, or for any non-airport compatible land use within the RAC, as identified in Chapter 333, Florida Statutes, and also Table 1, 14 CFR Part 150, Appendix B, as amended from time to time. Failure to comply with these requirements shall constitute a default of this Agreement.

3.02 Nothing herein shall waive or affect the right of COUNTY to otherwise require the CITY to comply with the conditions of Amendment PC 09-5 and this Agreement by any remedy provided by law or equity. In the event of a breach of this Agreement, or if enforcement of this Agreement is required, the parties agree that COUNTY shall not be obligated to pay for any noise mitigation measures or for any other measures, or take any action whatsoever, with respect to any residential projects or other projects within the RAC that are not in compliance with this Agreement.

3.03 A failure by CITY to perform hereunder shall be considered a material breach of this Agreement and COUNTY shall be entitled to seek such legal remedies against CITY as may be available to COUNTY.

#### 4. GOVERNMENTAL IMMUNITY

4.01 CITY is a municipality as defined in Chapter 768.28, Florida Statutes, and agrees to be responsible for acts and omissions of its agents or employees when required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by CITY to the extent sovereign immunity may be applicable. Nothing herein shall be construed as consent by CITY to be sued by third parties in any matter arising out of this Agreement or any other contract.

4.02 COUNTY is a political subdivision of the state as defined in Chapter 768.28, Florida Statutes, and agrees to be responsible for acts and omissions of its agents or employees when required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by COUNTY to the extent sovereign immunity may be applicable. Nothing herein shall be construed as consent by COUNTY to be sued by third parties in any matter arising out of this Agreement or any other contract.

#### 5. CONTRACT INDEMNIFICATION BY CITY

As consideration for the COUNTY entering into this Agreement with CITY and adopting the Land Use Plan Amendment identified in this Agreement, CITY shall, to the full extent permitted by law, at all times indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend COUNTY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, related in any respect to the subject matter of this Agreement, the RAC or any development within the RAC, including without limitation, any and all claims, losses, liabilities,

expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property, or resulting from any inverse condemnation action or other takings related claims. In the event any lawsuit or other proceeding is brought against COUNTY by reason of any such claim, cause of action or demand, CITY shall, upon written notice from COUNTY, resist and defend such lawsuit or proceeding by counsel satisfactory to COUNTY or, at COUNTY's option, pay for an attorney selected by County Attorney to defend COUNTY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

6. INSURANCE

CITY is an entity subject to Section 768.28, Florida Statutes, and CITY shall furnish COUNTY with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

7. NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR BROWARD COUNTY:

County Administrator  
Government Center, Suite 409  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

WITH COPY TO:

Director  
Environmental Protection and Growth Management Department  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

FOR CITY:

City Manager  
City of Dania Beach  
100 West Dania Beach Boulevard  
City of Dania Beach, Florida 33004



8. THIRD PARTY BENEFICIARIES

Neither CITY nor COUNTY intends to directly or substantially benefit a third party by this Agreement. The parties expressly acknowledge that it is not their intent to create any rights in or obligations to any third person or entity by this Agreement; therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

9. WAIVER OF BREACH

COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless it is in writing, signed by COUNTY, and such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver, shall not be deemed a waiver of any subsequent breach, and shall not be construed to be a modification of any of the terms of this Agreement.

10. SEVERANCE

In the event that a provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions shall continue to be effective.

11. JOINT PREPARATION AND INTERPRETATION

The parties acknowledge that they have sought and received whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

12. CONSTRUCTION OF AGREEMENT; COOPERATION

The parties agree that they will cooperate, act in good faith, and make best efforts to accomplish any and all of the terms, conditions, and provisions of this Agreement, and shall take all appropriate and necessary actions and execute such additional documents as are necessary to effectuate this Agreement.

13. PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 20 of this Agreement shall prevail and be given effect.

14. JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. By entering into this Agreement, CITY and COUNTY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement.

15. AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by COUNTY and CITY, or others delegated authority to, or otherwise authorized to, execute same on their behalf.

16. PRIOR AGREEMENTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

17. REMEDIES

In the event of breach or default of any term, condition, covenant, or obligation of this Agreement by either party, the other party may exercise any right available to it at law or equity, including without limitation, actions for specific performance and injunctive relief, and all such remedies shall be cumulative.



18. INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibit "A", Exhibit "B", and Exhibit "C" are incorporated into and made a part of this Agreement.

19. RECORDING OF AGREEMENT

The CITY agrees to record this Agreement in the Official Records of Broward County, Florida, at its expense.

20. MULTIPLE ORIGINALS

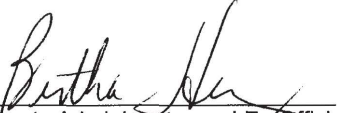
Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]


IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its Board of County Commissioners, signing by and through its Mayor or Vice Mayor, authorized to execute same on the 10<sup>th</sup> day of August, 2010, and CITY, signing by and through its Mayor or Vice Mayor, duly authorized to execute same on the 2 day of Sept, 2010.

COUNTY

ATTEST:

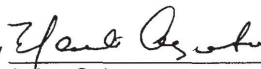
  
County Administrator and Ex-Officio  
Clerk of the Board of County  
Commissioners of Broward County,  
Florida

BROWARD COUNTY, by and through its  
Board of County Commissioners

By  Mayor  
2 day of Sept, 2010.



Approved as to form  
Jeffrey J. Newton, County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, FL 33301  
Telephone: 954-357-7600  
Telecopier: 954-357-7641

By   
67 Christine C. Lee,  
Senior Assistant County Attorney

File 09-071.63  
May 11, 2010



AGREEMENT BETWEEN CITY OF DANIA AND COUNTY RESTRICTING NEW  
RESIDENTIAL DWELLING UNITS WITHIN 60+ DNL NOISE CONTOURS AND NON-  
AIRPORT COMPATIBLE LAND USES

CITY

ATTEST:

CITY OF DANIA BEACH

*Meriam Kanes*  
DEPUTY City Clerk

By *[Signature]*  
Mayor

24 day of AUGUST, 2010.

Approved as to Form:

*[Signature]*  
CITY MANAGER

By *[Signature]*  
Thomas J. Ansbro, City Attorney



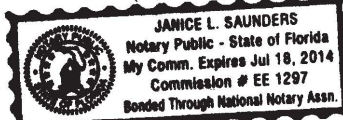
ACKNOWLEDGEMENT FOR CITY

STATE OF FLORIDA       )  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this 25 day of August, 2010 by C.R. McElroy as Mayor/Vice Mayor of the City of Dania Beach, a Florida municipal corporation, on behalf of the municipal corporation, who is personally known to me.

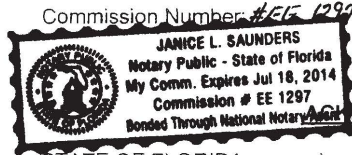
My Commission Expires: 7/18/2014  
Janice Saunders.  
(Signature of Notary taking acknowledgement)  
NOTARY PUBLIC, STATE OF FLORIDA  
Commission Number: #EE 1297.  
Janice Saunders  
(Name of Acknowledger typed/printed/stamped)

STATE OF FLORIDA       )  
COUNTY OF BROWARD    )



The foregoing instrument was acknowledged before me this 25 day of August, 2010, by Miriam Nasser as City Clerk of the City of Dania Beach, a Florida municipal corporation, on behalf of the municipal corporation, who is personally known to me.

My Commission Expires: 7/18/2014  
Janice Saunders.  
(Signature of Notary taking acknowledgement)  
NOTARY PUBLIC, STATE OF FLORIDA  
Commission Number: #EE 1297  
Janice Saunders.  
(Name of Acknowledger typed, printed or stamped)

ACKNOWLEDGEMENT FOR COUNTY

STATE OF FLORIDA       )  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as Mayor/Vice Mayor of the Broward County Board of County Commissioners, a political subdivision of the State of Florida, on behalf of Broward County, who is personally known to me.

My Commission Expires: \_\_\_\_\_  
\_\_\_\_\_  
(Signature of Notary taking acknowledgement)  
NOTARY PUBLIC, STATE OF FLORIDA  
Commission Number: \_\_\_\_\_  
\_\_\_\_\_  
(Name of Acknowledger typed, printed or stamped)



EXHIBIT "A"

LEGAL DESCRIPTIONS AND SKETCH  
(Exempt area pursuant to Subsection 2.03(c))

**EXHIBIT "A"**  
**Page 1 of 2**

**LEGAL DESCRIPTION**

**Lots 1,2, and 3 "The Pavilion", According to the Plat thereof, as recorded in Plat Book 77, at Page 20, of the Public Records of Broward County, Florida.**

**Together with:**

**The East  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$ , of the SW  $\frac{1}{4}$ , Section 35, Township 50 South, Range 42 East, Broward County, Florida, and the west 30 feet of Parcel A, "Roddy Dania Plat No. 1", according to the plat thereof, as recorded in Plat Book 102, at page 26 of the Public records of Broward County, Florida.**

***Rezoned to RM-2 by City of Dania Beach Ordinance 2004-015 on April 13, 2004***



**EXHIBIT "A"**  
**Page 2 of 2**

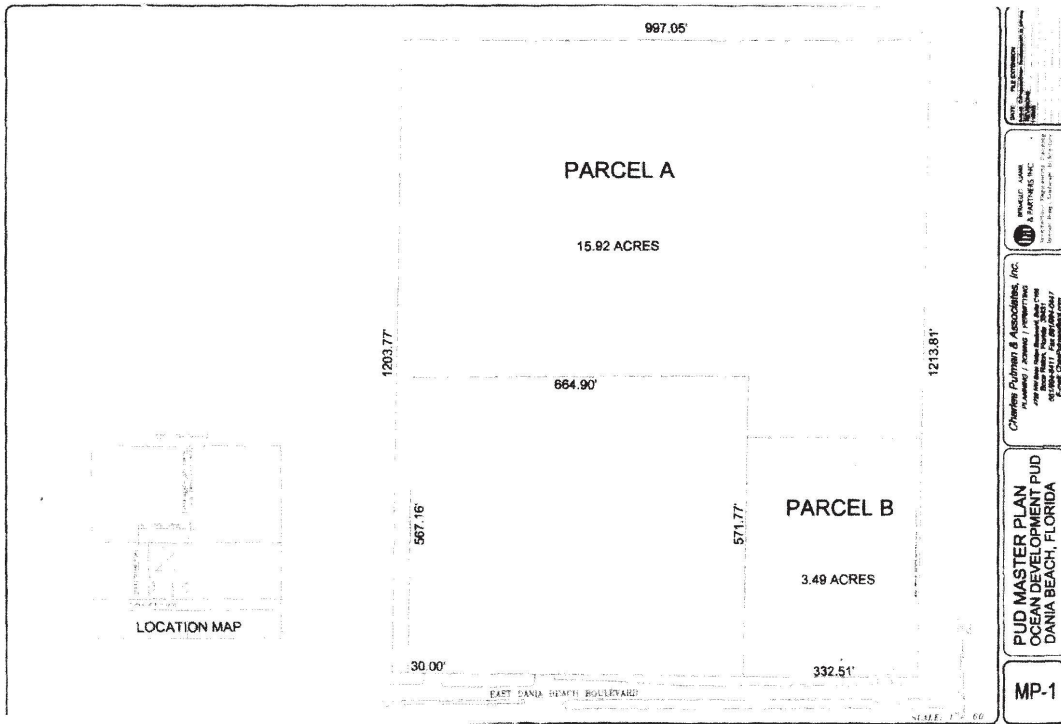


EXHIBIT "B"

LEGAL DESCRIPTION AND SKETCH  
(Exempt area pursuant to Subsection 2.03(c))



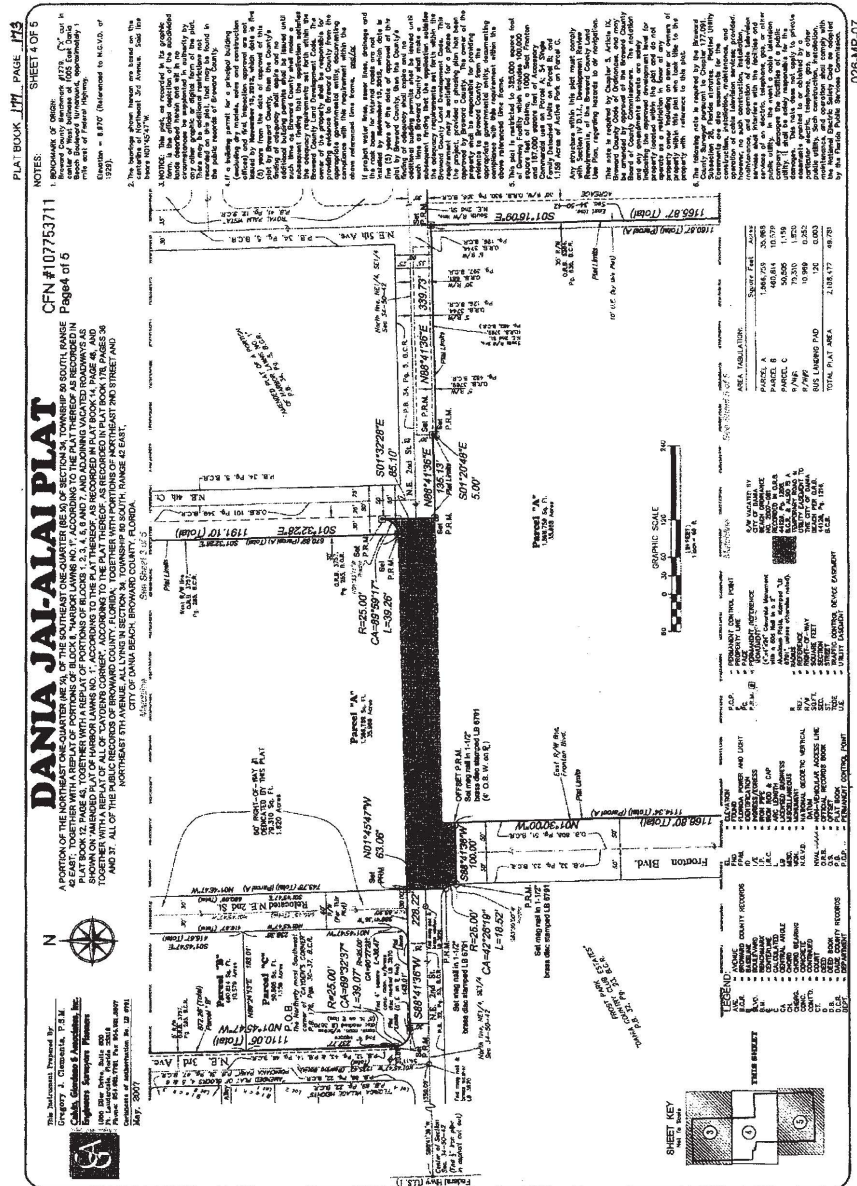
**EXHIBIT "B"**  
**Page 1 of 3**

**LEGAL DESCRIPTION**

Parcel B, "Dania Jai-Alai Plat", According to the Plat thereof, as recorded in Plat Book 177, at Page 170, of the Public Records of Broward County, Florida.







**EXHIBIT "C"**

**LEGAL DESCRIPTION AND SKETCH**  
**(Exempt area pursuant to Subsection 2.03(c))**



20

EXHIBIT "D"

LEGAL DESCRIPTION AND SKETCH OF RAC



**EXHIBIT "D"**

**Page 1 of 2**

**DESCRIPTION OF THE SIZE AND BOUNDARIES OF THE AMENDMENT:**

The total land area of the amendment is 1,349.1 acres. The boundaries of the amendment site are congruous with the expanded boundaries of the City of Dania Beach Community Redevelopment Area (CRA) as proposed for adoption.

**LEGAL DESCRIPTION OF THE AREA PROPOSED TO BE AMENDED:**

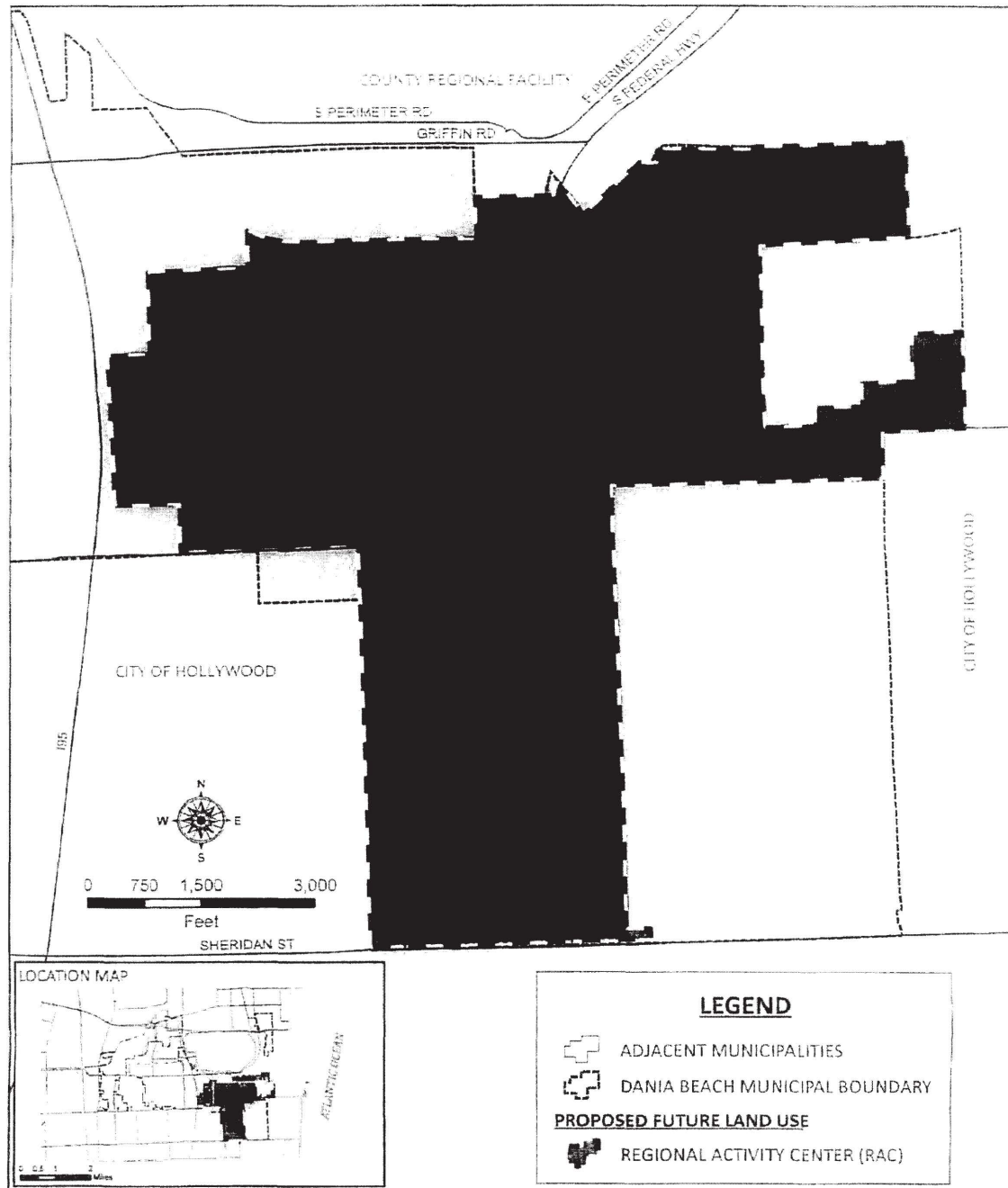
Commencing at the intersection of Sheridan Street and North 22nd Avenue, the Community Redevelopment Area boundary extends east along Sheridan Street to SE 3rd Avenue, then north to SE 15th Street, then west to SE 2nd Avenue, then north along SE 2nd Avenue to SE 1st Street, then east along SE 1st Street to the city limits of Dania Beach, then north to Dania Beach Boulevard, then east along Dania Beach Boulevard to the city limits of Dania Beach, then north approximately 1,300 feet, then west approximately 680 feet, then south approximately 630 feet, then west to Gulfstream Road, then south approximately 315 feet, then west approximately 640 feet, then south to Dania Beach Boulevard, then west along Dania Beach Boulevard to NE 5th Avenue, then north along NE 5th Avenue to the Dania Beach cut-off canal, then east along the canal approximately 2,000 feet, then north approximately 1,285 feet to the city limits of Dania Beach, then west along the city limits of Dania Beach until reaching the single family homes located on NW 6th Avenue, then south along the east property line of the aforementioned homes to the Dania Beach cut-off canal, then west along the canal to North Bryan Road, then south approximately 510 feet, then west approximately 1,325 feet, then south approximately 1,100 feet, then west to I-95, then south along I-95 and continuing south along the I-95 ramp approximately 2,030 feet, then east 875 feet, then south to Stirling Road, then east along Stirling Road to North 22nd Avenue, then south along NE 22nd Avenue to the point of commencement. Said area containing 1,349.1 acres more or less.

# CITY OF DANIA BEACH LAND USE PLAN AMENDMENT APPLICATION

PROPOSED FUTURE LAND USE, LOCATION, AND BOUNDARY MAP

EXHIBIT "D"

Page 2 of 2





## **Appendix E-3**

### **Town of Davie Land Use Plan Amendments**

## **Town of Davie Land Use Plan Amendments**

### **Overview of the Town of Davie Land Use Plan Amendments**



Broward County's Land Use Code requires all Land Use Plan Amendments within the County must have approval by the BOCC. The Town of Davie previously initiated Land Use Plan Amendments for specific areas in Davie seeking an increase in residential density. Broward County, through their review and approval authority, worked with the Town of Davie to incorporate several compatibility measures into the plan amendment agreements. These measures are described in this section.

#### 3.2.2.4 Growth Planning Policies – Town of Davie Land Use Plan Amendment Agreement (PC 06-19)

In 2009, the BOCC approved a Land Use Amendment Plan (PC 06-19) that established a Transit Oriented Corridor (TOC) within the Town of Davie. The Amendment includes plans for 6,428 residential units within the TOC, a portion of which resides in the DNL 65 and 60 contours. The TOC's boundaries are depicted in **Figure E-3.1**.

As a condition of approval of PC 06-19, Broward County and the Town of Davie agreed to a land use plan amendment that incorporated several land use compatibility measures within the TOC (Recorded 10/27/2009, Broward County CFN No. 108940557) (See **Attachment 1**). Among the provisions, the Town agreed to prohibit the development of residential and other non-compatible land uses in any area within DNL 65+ contours.<sup>1</sup> Based on this Agreement, future development in the TOC should not result in any non-compatible land uses constructed within the DNL 65+ noise contours.

#### 3.2.2.5 Building Codes – Town of Davie Land Use Plan Amendment Agreement (PC 06-19)

Recognizing that aircraft noise does not necessarily cease at the DNL 65 contour, the Agreement (Broward County CFN No. 108940557) also expands compatibility considerations to the areas located within the DNL 60 contour. The Agreement includes provisions requiring developers to incorporate sound-attenuating construction techniques into the future residential structures.<sup>2</sup>

If a developer cannot furnish proof of appropriate measures, the Town will not accept an application for a building permit for residential units located within the DNL 60 contour.

#### 3.2.2.6 Disclosure – Town of Davie Land Use Plan Amendment Agreement (PC 06-19)

As part of the requirements associated with construction of new residential units within the portion of the TOC located within the DNL 60+ noise contours, the Agreement (Broward County CFN No. 108940557) also requires developers to provide notice of potential overflight activity and aircraft-related noise to all potential purchasers of residential units residing within the DNL 60, not including the DNL 65+

---

<sup>1</sup> Agreement between Broward County and the Town of Davie, 2009, Section 3.02: “No building permits or certificate of occupancy shall be obtained...for residential development or any other non-compatible land uses in the portion of the TOC located within the 65 and greater DNL noise contours, as shown on the most current FAA approved Noise Exposure Map.”

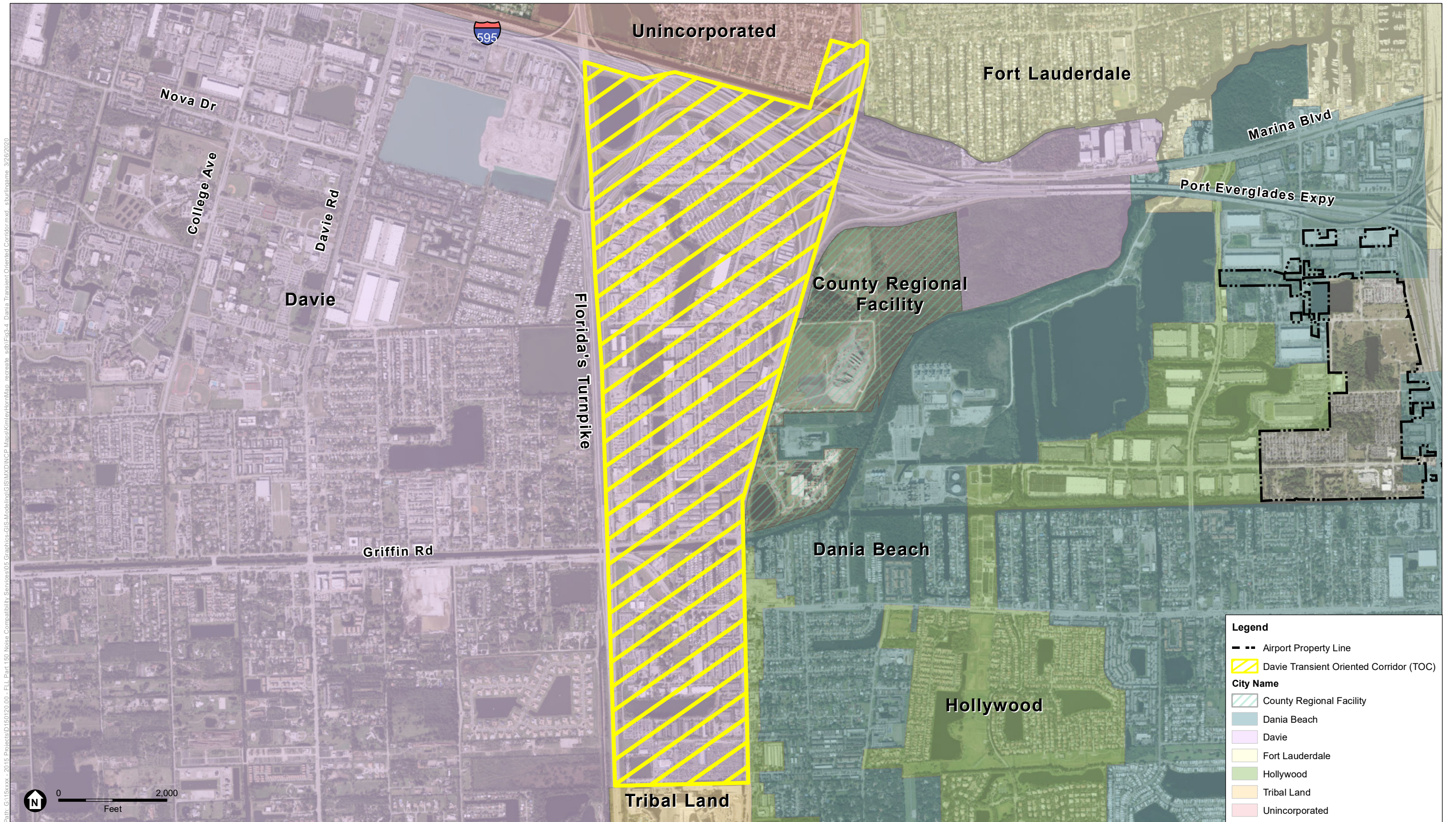
<sup>2</sup> Agreement between Broward County and the Town of Davie, 2009, Section 2.01: “The Town agrees that any application for a residential building permit shall be subject to the requirement that the developer provide appropriate noise mitigation measures for such residential development within that portion of the TOC located within the 69 DNL noise contour and up to, but not including the 65 DNL noise contour as shown on the most current FAA approved Noise Exposure Map, in order to achieve outdoor-to-indoor Noise Level Reduction (NLR) of at least twenty-five decibels (25 dB) to thirty decibels (30 dB).”

contours.<sup>3</sup> There is no provision in the Agreement, however, that the notice be formally recorded. Additionally, there is no specific language that would require an owner of a residential unit within the DNL 60 contour to disclose the noise level to a subsequent buyer.

---

<sup>3</sup> Agreement between Broward County and the Town of Davie, 2009, Section 2.03: “...a commitment from the developer to provide notice to all purchases of such residential housing that the property lies within the 60 DNL noise contour and up to but not including the 65 DNL noise contour, as shown on the most current FAA approved Noise Exposure Map.”





SOURCE: Esri; South Florida Regional Planning Council Memorandum of Land Use Amendments, 2009; ESA, 2020

Fort Lauderdale-Hollywood International Airport 14 CFR Part 150 Study . 150120

**Figure E-3.1**  
Davie Transient Oriented Corridor (TOC)  
Fort Lauderdale-Hollywood International Airport



## **Attachment 1**

### **Town of Davie Land Use Plan Amendments**

#### **Land Use Plan Amendments**



Return recorded document to:

Director, Department of Urban Planning  
& Redevelopment  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

Document Prepared by:

Christine C. Lee, Assistant County Attorney  
Office of Broward County Attorney  
c/o Aviation Department  
100 Aviation Boulevard  
Fort Lauderdale, Florida 33315

**NOTICE: DEVELOPERS, PURCHASERS, GRANTEES, HEIRS, SUCCESSORS AND ASSIGNS OF ANY INTEREST IN THE PROPERTY SET FORTH ON EXHIBIT "A" ARE HEREBY PUT ON NOTICE OF THE OBLIGATIONS SET FORTH WITHIN THIS AGREEMENT WHICH SHALL RUN WITH THE PROPERTY UNTIL FULLY PERFORMED.**

**NOISE MITIGATION AGREEMENT**

This is an Agreement, made and entered into by and between: **BROWARD COUNTY**, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

**TOWN OF DAVIE**, a municipal corporation of the state of Florida hereinafter referred to as "TOWN."

**RECITALS**

WHEREAS, TOWN is in the process of approving a redevelopment plan for the property more particularly described in Exhibit "A" attached hereto ("Property"); and

WHEREAS, TOWN initiated a proposed Land Use Plan Amendment (PC 06-19) ("Amendment PC 06-19") for the Property establishing a Transit Oriented Corridor ("TOC"), to promote economic vitality and community redevelopment within the TOWN, a copy of which is attached hereto as Exhibit "B;" and

WHEREAS, the TOWN is proposing the inclusion of approximately 6,428 residential units within the TOC; and

WHEREAS, COUNTY is the owner and operator of the Fort Lauderdale-Hollywood International Airport ("Airport"); and

- 1 -

Approved BCC 6/23/09 #19A-B

Submitted By County Attorney's Office

RETURN TO DOCUMENT CONTROL

*11*  
*R/C*

WHEREAS, on July 19, 2006, TOWN adopted Resolution R-2006-201, attached hereto as Exhibit "C," acknowledging that a portion of the TOC will be located within the Airport's 60 and greater DNL noise contours by the year 2020; and

WHEREAS, consistent with the October 1, 1998, policy of the Federal Aviation Administration ("FAA") and Broward County Ordinance No 2006-37, COUNTY will not provide remedial noise mitigation for incompatible development in and around the Airport that occurs after October 1, 1998; and

WHEREAS, consistent with Resolution R-2006-201, TOWN agrees to prohibit residential and other non-compatible land uses in the TOC that fall within the Airport's 65 and over DNL noise contours as shown on the most current FAA approved Noise Exposure Map for the Airport, and TOWN shall require new residential units in the TOC that fall within the 60 DNL noise contour and up to but not including the 65 DNL noise contour to be constructed with the noise mitigation measures specified below; and

WHEREAS, TOWN has voluntarily agreed to enter into this Agreement as a condition of approval of Amendment PC 06-19 to enable legal enforcement of the commitments made to the COUNTY herein; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, and covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and TOWN agree as follows:

1. RECITALS

The above recitals are true and correct and incorporated herein by reference.

2. NOISE MITIGATION MEASURES

2.01 TOWN agrees that any application for a residential building permit shall be subject to the requirement that the developer provide appropriate noise mitigation measures for such residential development within that portion of the TOC located within the 60 DNL noise contour and up to but not including the 65 DNL noise contour, as shown on the most current FAA approved Noise Exposure Map, in order to achieve outdoor-to-indoor Noise Level Reduction (NLR) of at least twenty-five decibels (25 dB) to thirty decibels (30 dB).

2.02 TOWN shall provide written notice to the COUNTY's Director of Urban Planning & Redevelopment, or designee, upon site plan or plat approval of any residential project authorized pursuant to Amendment PC 06-19. Such notification shall include project location and number and type of units at the time of site plan or plat approval and shall be confirmed by the TOWN at the time of building permit.



2.03 TOWN agrees it will not accept an application for a building permit for any residential unit within that portion of the TOC located within the 60 DNL noise contour and up to but not including the 65 DNL noise contour, as shown on the most current FAA approved Noise Exposure Map, unless TOWN receives documentation from the developer evidencing the inclusion of noise mitigation measures in the construction of the project in accordance with subsection 2.01 above, and a commitment from the developer to provide notice to all purchasers of such residential housing that the property lies within the 60 DNL noise contour and up to but not including the 65 DNL noise contour, as shown on the most current FAA approved Noise Exposure Map.

2.04 TOWN agrees it will not accept an application for a building permit for any residential unit or any other non-compatible land use within that portion of the TOC located in the 65 DNL and above noise contours, as shown on the most current FAA approved Noise Exposure Map. Non-compatible land uses within the 65 and greater DNL noise contours shall be as identified in Table 1, 14 CFR Part 150, Appendix B, as amended from time to time.

2.05 Prior to the issuance of a building permit for the construction or erection of any structures to be located within the TOC, TOWN shall verify that the TOWN and the developer are complying with the provisions of this Section 2.

### 3. DEFAULT BY TOWN

3.01 TOWN, its successor and assigns, agrees that no building permits or certificate of occupancy shall be obtained from the TOWN for any residential development of that portion of the TOC located within the 60 DNL noise contour and up to but not including the 65 DNL noise contour, as shown on the most current FAA approved Noise Exposure Map, until such time as the developer provides the noise mitigation measures required herein. Failure to ensure that such residential development includes such noise mitigation measures shall constitute a default of this Agreement.

3.02 TOWN, its successor and assigns, agrees that no building permits or certificate of occupancy shall be obtained from the TOWN for residential development or any other non-compatible land uses of that portion of the TOC located within the 65 and greater DNL noise contours, as shown on the most current FAA approved Noise Exposure Map. Failure to comply with these requirements shall constitute a default of this Agreement.

3.03 Nothing herein shall waive or affect the right of COUNTY to otherwise require the TOWN to comply with the conditions of Amendment PC 06-19 or this Agreement by any remedy provided by law or equity. In the event of a breach of this Agreement, or if enforcement of this Agreement is required, the parties agree that COUNTY shall not be obligated to pay for any noise mitigation measures for any

residential projects or any other projects whatsoever within the TOC that are not in compliance with this Agreement.

3.04 In the event TOWN fails to ensure that Developer incorporates noise mitigation measures into residential developments within that portion of the TOC located within the 60 DNL noise contour and up to but not including the 65 DNL noise contour, as shown on the most current FAA approved Noise Exposure Map, as required by Section 2, above, TOWN agrees to accept responsibility for such noise mitigation measures.

3.05 A failure by TOWN to perform hereunder shall be considered a material breach of this Agreement and COUNTY shall be entitled to seek such legal remedies against TOWN as may be available to COUNTY.

#### 4. GOVERNMENTAL IMMUNITY

4.01 TOWN is a municipality as defined in Chapter 768.28, Florida Statutes, and agrees to be responsible for acts and omissions of its agents or employees when required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by TOWN to the extent sovereign immunity may be applicable. Nothing herein shall be construed as consent by TOWN to be sued by third parties in any matter arising out of this Agreement or any other contract.

4.02 COUNTY is a political subdivision of the state as defined in Chapter 768.28, Florida Statutes, and agrees to be responsible for acts and omissions of its agents or employees when required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by COUNTY to the extent sovereign immunity may be applicable. Nothing herein shall be construed as consent by COUNTY to be sued by third parties in any matter arising out of this Agreement or any other contract.

#### 5. CONTRACT INDEMNIFICATION BY TOWN

As consideration for the COUNTY entering into this Agreement with TOWN and adopting the Land Use Plan Amendment identified in this Agreement, TOWN shall, to the full extent permitted by law, at all times indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend COUNTY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, related in any respect to the subject matter of this Agreement, the TOC or any development within the TOC, including without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property, or resulting from any inverse condemnation action or other takings related claims. In the event any lawsuit or other proceeding is brought against COUNTY by reason of any such claim, cause of action



or demand, TOWN shall, upon written notice from COUNTY, resist and defend such lawsuit or proceeding by counsel satisfactory to COUNTY or, at COUNTY's option, pay for an attorney selected by County Attorney to defend COUNTY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

6. INSURANCE

TOWN is an entity subject to Section 768.28, Florida Statutes, and TOWN shall furnish COUNTY with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

7. NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR BROWARD COUNTY:

County Administrator  
Government Center, Suite 409  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

WITH COPY TO:

Director  
Urban Planning & Redevelopment  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

FOR TOWN:

Town Administrator  
Town of Davie  
6591 Orange Drive  
Davie, Florida 33314

8. SATISFACTION OF OBLIGATIONS

When all of the obligations set forth in Section 2, above are fully performed, COUNTY, at the request of TOWN, or its successor, and at TOWN's expense, shall cause to be recorded in the Official Records of Broward County, Florida, a statement evidencing such performance.

9. THIRD PARTY BENEFICIARIES

Neither TOWN nor COUNTY intends to directly or substantially benefit a third party by this Agreement. The parties expressly acknowledge that it is not their intent to create any rights in or obligations to any third person or entity by this Agreement; therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

10. WAIVER OF BREACH

COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless it is in writing, signed by COUNTY, and such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver, shall not be deemed a waiver of any subsequent breach, and shall not be construed to be a modification of any of the terms of this Agreement.

11. SEVERANCE

In the event that a provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions shall continue to be effective.

12. JOINT PREPARATION AND INTERPRETATION

The parties acknowledge that they have sought and received whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.



13. CONSTRUCTION OF AGREEMENT; COOPERATION

The parties agree that they will cooperate, act in good faith, and make best efforts to accomplish any and all of the terms, conditions, and provisions of this Agreement, and shall take all appropriate and necessary actions and execute such additional documents as are necessary to effectuate this Agreement.

14. PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 21 of this Agreement shall prevail and be given effect.

15. JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. By entering into this Agreement, TOWN and COUNTY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement.

16. AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by COUNTY and TOWN, or others delegated authority to or otherwise authorized to execute same on their behalf.

17. PRIOR AGREEMENTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

18. REMEDIES

In the event of breach or default of any term, condition, covenant, or obligation of this Agreement by either party, the other party may exercise any right available to it at law or equity, including without limitation, actions for specific performance and injunctive relief, and all such remedies shall be cumulative.

19. INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits "A," "B," and "C" are incorporated into and made a part of this Agreement.

20. RECORDING OF AGREEMENT

The TOWN agrees to record this Agreement in the Official Records of Broward County, Florida, at its expense.

21. MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its Board of County Commissioners, signing by and through its Mayor or Vice Mayor, authorized to execute same on the 26 day of October, 2009, and TOWN, signing by and through its Town Manager, duly authorized to execute same on the 17 day of Sept, 2009.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its  
Board of County Commissioners

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

By

Keri Keechi

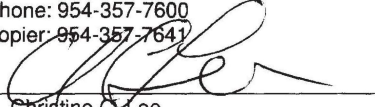
V- Mayor

26 day of Oct, 2009.



NOISE MITIGATION AGREEMENT BETWEEN BROWARD COUNTY  
AND TOWN OF DAVIE

Approved as to form  
Jeffrey J. Newton, County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, FL 33301  
Telephone: 954-357-7600  
Telecopier: 954-357-7641

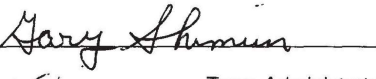
By   
Christine C. Lee  
Senior Assistant County Attorney

TOWN

ATTEST:

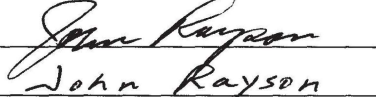
  
Town Clerk

TOWN OF DAVIE

By   
Gary Shuman, Town Administrator

17<sup>th</sup> day of September, 2009

Approved as to Form:

By   
John Rayson  
Town Attorney

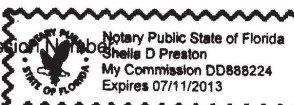
8/25/2009  
#06-401.39  
#09-071.31

ACKNOWLEDGEMENT FOR TOWN

STATE OF FLORIDA     )  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of September, 2009 by Gary Shimun, as Town Administrator of the Town of Davie, a Florida municipal corporation, on behalf of the municipal corporation, who is personally known to me.

My Commission Expires:

Commission Number:  Sheila D. Preston  
(Signature of Notary taking acknowledgement)  
NOTARY PUBLIC, STATE OF FLORIDA  
Sheila D. Preston  
(Name of Acknowledger typed/printed/stamped)

STATE OF FLORIDA     )  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as Town Clerk of the Town of Davie, a Florida municipal corporation, on behalf of the municipal corporation, who is personally known to me.

My Commission Expires:

(Signature of Notary taking acknowledgement)  
NOTARY PUBLIC, STATE OF FLORIDA  
Commission Number:  
(Name of Acknowledger typed, printed or stamped)

ACKNOWLEDGEMENT FOR COUNTY

STATE OF FLORIDA     )  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of October, 2009 by Ken Keechi as Mayor/Vice Mayor of the Broward County Board of County Commissioners, a political subdivision of the State of Florida, on behalf of Broward County, who is personally known to me.

My Commission Expires:

(Signature of Notary taking acknowledgement)  
NOTARY PUBLIC, STATE OF FLORIDA  
Commission Number: GLORINDO ATANGAN  
(Name of Acknowledger typed, printed or stamped)

NOTARY PUBLIC-STATE OF FLORIDA  
Glorindo T. Atangan  
Commission #DD717903  
Expires: SEP. 23, 2011  
BONDED THRU ATLANTIC BONDING CO., INC.



## EXHIBIT "A"

Town of Davie Areawide DRI  
Legal Description

*Point of Beginning, being at a point on the Northerly extension of the East right-of-way line of the Sunshine State Parkway that intersects with the North right-of-way line of State Road No. 84, also being the South right-of-way line of the North New River Canal (C-11 North); thence Southeasterly along said South right-of-way line to the Northwest corner of the East one-half (E 1/2) of Tract 1, Tier 7 in Section 24, Township 50 South, Range 41 East of said Plat of "JOHN W. NEWMAN'S SURVEY"; thence Northeasterly along an extension of the Westerly line of said East one-half (E 1/2) of said Tract 1 to the South bank of said North New River Canal; thence Southeasterly along said bank to the Westerly right-of-way line of State Road No. 7; thence Northeasterly along said right-of-way line to the centerline of said North New River Canal; thence Northwesterly along said centerline to the Southwesterly extension of the West right-of-way line of Southwest 41st Avenue; thence Northeasterly along said right-of-way line and its extension to the North line of Section 24, Township 50 South, Range 41 East; thence Easterly to a point on the Easterly right-of-way line of Southwest 41st Avenue being 298.34 feet Northerly from the Southwest corner of Tract 2, Tier 4 of said Plat of "JOHN W. NEWMAN'S SURVEY"; thence Southeasterly to a point on the Westerly right-of-way line of State Road No. 7, being 300.00 feet, (as measured along said Westerly right-of-way line) from the Southerly line of said Tract 2; thence Northerly along said Westerly right-of-way line to its intersection with the Westerly prolongation of the North right-of-way line of Riverland Road; thence Easterly along said prolongation to the Easterly right-of-way line of State Road No. 7; thence Southerly along said East right-of-way line to an intersection with the centerline of said North New River Canal; thence Southwesterly along said Easterly right-of-way line to an intersection with the North line of Section 25, Township 50 South, Range 41 East; thence Westerly along said North line to an intersection with the Northerly prolongation of the East line of the West three-quarters (W 3/4) of Tract 3 of said Section 25; thence Southerly along said prolongation and said East line to the Southeast corner of said West three-quarters (W 3/4) of the North one-half (N 1/2) of the North one-half (N 1/2) of said Tract 3; thence Westerly along the South line of the West three-quarters (W 3/4) of the North one-half (N 1/2) of the North one-half (N 1/2) of said Tract 3 to the Easterly right-of-way line of State Road No. 7; thence Southwesterly along said Easterly right-of-way line to a point radially Southeast from the intersection of the West line of Tract 20 in said Section 25 of said Plat of "JOHN W. NEWMAN'S SURVEY" with the Westerly right-of-way line of State Road No. 7; thence radially Northwest from said point to the Westerly right-of-way line of State Road No. 7; thence Southerly along said Westerly right-of-way line to an intersection with the centerline of said South New River Canal; thence Easterly along said centerline to an intersection with the East right-of-way line of State Road No. 7; thence Southerly along said right-of-way line to an intersection with the easterly prolongation of the North line of Tracts 11 and 12 in Section 36, Township 50 South, Range 41 East of "JOHN W. NEWMAN'S SURVEY"; thence Westerly along said line to an intersection with the East right-of-way line of the Sunshine State Parkway; thence Northerly along the East right-of-way line of the Sunshine State Parkway to the Point of Beginning.*

EXHIBIT "B"

ORDINANCE NO. 2009-48

AN ORDINANCE OF BROWARD COUNTY, FLORIDA, ADOPTING AN AMENDMENT AS PART OF THE FIRST ANNUAL 2009 AMENDMENTS TO THE BROWARD COUNTY COMPREHENSIVE PLAN; AMENDING THE 1989 BROWARD COUNTY LAND USE PLAN MAP LOCATED IN THE TOWN OF DAVIE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners)

WHEREAS, Broward County adopted the 1989 Broward County Comprehensive Plan on March 1, 1989; and

WHEREAS, the Department of Community Affairs has found the Broward County Comprehensive Plan in compliance with the Local Government Comprehensive Planning and Land Development Regulation Act; and

WHEREAS, Broward County now wishes to propose amendments to the Plan; and

WHEREAS, the Planning Council as the local planning agency for the Broward County Land Use Plan has held its hearings on June 22, 2006, and November 30, 2006, with due public notice; and

WHEREAS, the Board of County Commissioners held its transmittal public hearing on August 22, 2006, having complied with the notice requirements specified in Subsection 163.3184(15), Florida Statutes; and

WHEREAS, the Board of County Commissioners held an adoption public hearing on June 23, 2009, at 2:00 p.m. [also complying with the notice requirements specified in Subsection 163.3184(15), Florida Statutes] at which public comment was accepted, and the objections, recommendations, and comments of the Department of Community Affairs were considered; and



1 WHEREAS, the Board of County Commissioners after due consideration of all  
2 matters hereby finds that the following amendment to the 1989 Broward County  
3 Comprehensive Plan is consistent with the State Plan, Regional Plan, and the Broward  
4 County Comprehensive Plan; complies with the requirements of the Local Government  
5 Comprehensive Planning and Land Development Regulation Act; and is in the best  
6 interests of the health, safety, and welfare of the residents of Broward County; and

7 WHEREAS, the proposed amendment constitutes an amendment as part of  
8 Broward County's permitted first annual amendments to the Plan for 2009.

9 BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF  
10 BROWARD COUNTY, FLORIDA:

11 Section 1. The 1989 Broward County Land Use Plan is hereby amended by  
12 Amendment PC 06-19, which is an amendment to the 1989 Broward County Land Use  
13 Plan Map located in the Town of Davie, as set forth in Exhibit A, attached hereto and  
14 incorporated herein.

15 Section 2. SEVERABILITY.

16 If any portion of this Ordinance is determined by any Court to be invalid, the  
17 invalid portion shall be stricken, and such striking shall not affect the validity of the  
18 remainder of this Ordinance. If any Court determines that this Ordinance, or any portion  
19 hereof, cannot be legally applied to any individual(s), group(s), entity(ies), property(ies),  
20 or circumstance(s), such determination shall not affect the applicability hereof to any  
21 other individual, group, entity, property, or circumstance.

22 Section 3. EFFECTIVE DATE.

23 1. The effective date of the plan amendment set forth in this Ordinance shall  
24 be the latter of:

1 (a) The date a final order is issued by the Department of Community Affairs  
2 finding the amendment to be in compliance in accordance with Section 163.3184,  
3 Florida Statutes.

4 (b) The date a final order is issued by the Administration Commission finding  
5 the amendment to be in compliance in accordance with Section 163.3184, Florida  
6 Statutes. The Department's notice of intent to find a plan amendment in compliance  
7 shall be deemed to be a final order if no timely petition is filed challenging the  
8 amendment.

9 (c) If a Declaration of Restrictive Covenants is applicable, as per Exhibit B,  
10 the date the Declaration of Restrictive Covenants is recorded in the Public Records of  
11 Broward County.

12 2. This Ordinance shall become effective as provided by law..

13 ENACTED June 23, 2009

14 FILED WITH THE DEPARTMENT OF STATE

15 EFFECTIVE  
16  
17  
18  
19  
20  
21  
22

23 MA/tt

5/13/09

#06-401.33

24 g:\div2\mx\ma09\comp plan\pc06-19ord.doc



# EXHIBIT A

## BROWARD COUNTY LAND USE PLAN FUTURE LAND USE DESIGNATIONS

Amendment PC 06-19

**Current Land Uses:** 614.9 ACRES OF INDUSTRIAL, 182.5 ACRES OF TRANSPORTATION, 47.8 ACRES OF COMMERCIAL, 38.7 ACRES OF LOW-MEDIUM DENSITY RESIDENTIAL, 13.6 ACRES OF COMMUNITY FACILITIES, AND 8.1 ACRES OF UTILITIES

**Proposed Land Use:** TRANSIT-ORIENTED CORRIDOR

**Acres:** Approximately 503.7 acres

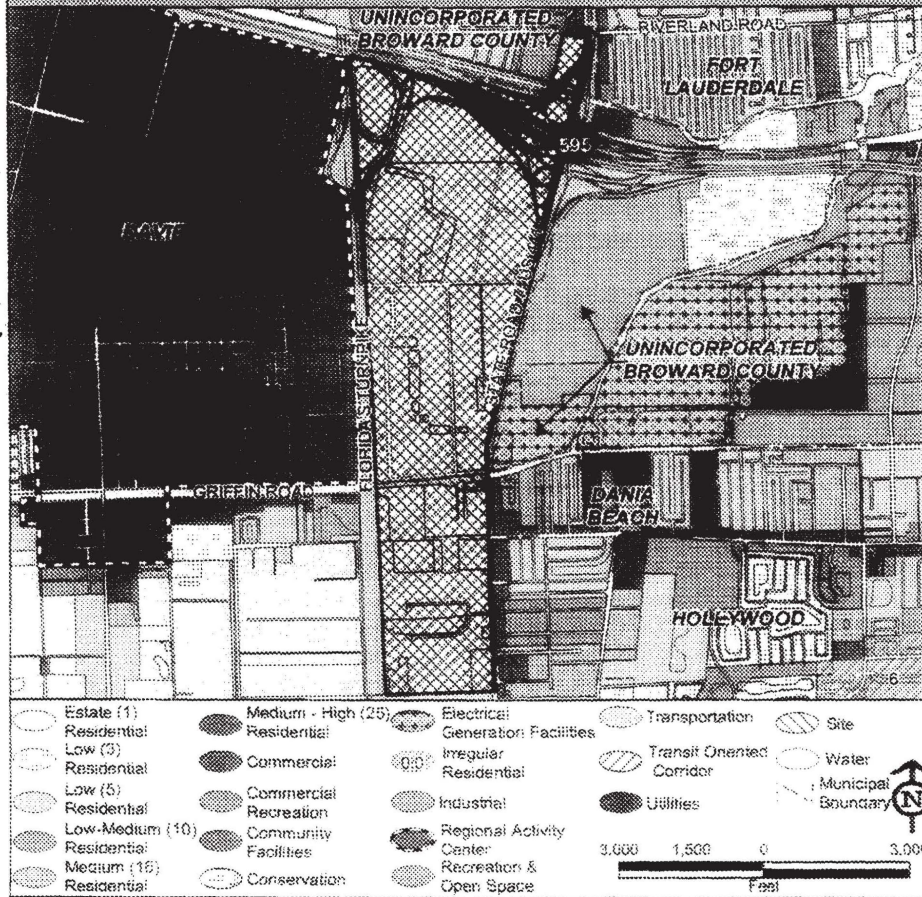


EXHIBIT "C"

RESOLUTION R-2006-201

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACKNOWLEDGING THAT A PORTION OF THE SR7/441 TRANSIT ORIENTED CORRIDOR IS LOCATED WITHIN THE 60 DNL NOISE CONTOUR LINE OF THE 2020 AIRPORT FLIGHT PATH; ACKNOWLEDGING THAT THE TOWN OF DAVIE WILL ENSURE APPROPRIATE NOISE MITIGATION MEASURES WILL BE REQUIRED FOR ANY NEW RESIDENTIAL OR OTHER INCOMPATIBLE USE BY THE DEVELOPER/BUILDER; AND ACKNOWLEDGING THAT THE TOWN OF DAVIE WILL NOT REQUEST MONETARY COMPENSATION BY THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS FOR IMPACTS ASSOCIATED WITH IMPACTS WITHIN THE 60 OR GREATER DNL NOISE CONTOUR LINES FOR NEW RESIDENTIAL UNITS LOCATED WITHIN THE TOC; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, with R-2005-236 the Town Council approved the SR7/441 Corridor Master Plan as a vision for promoting economic vitality, aesthetic improvement, community redevelopment and safety in this industrial and commercial area of the Town; and

WHEREAS, the proposed Town initiated land use plan amendment will result in a maximum of 6,248 new residential units; and

WHEREAS, approximately 3,100 residential units are proposed within the 60 DNL in 2020 with the proposed airport expansion; and

WHEREAS, the Town of Davie understands the position of the Broward County Board of County Commissioners to ensure that new residential units located within the 60 DNL noise contour lines do not suffer negative impacts; and

WHEREAS, it is the intent of the Transit Oriented Corridor (TOC) land use plan amendment to require new residential units located within the 60 DNL to be properly mitigated from noise impacts; and

WHEREAS, it is the position of the Town of Davie that such noise abatement shall be provided by the developer; and

WHEREAS, the Town of Davie shall enter into an agreement with the Broward County Board of County Commissioners to release the County from any noise abatement obligations that may result from the proposed TOC land use plan amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

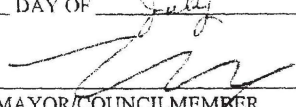
SECTION 1. The Town Council of the Town of Davie shall ensure that residential development proposed within the 60 DNL shall require appropriate noise mitigation as may be defined in the Airport Part 150 study and such mitigation shall be the responsibility of the developer.




SECTION 2. The Town of Davie shall enter into an agreement with the Broward County Board of County Commissioners to release the County from any noise abatement obligations that may result from the proposed TOC land use plan amendment

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 19<sup>th</sup> DAY OF July, 2006.

  
MAYOR/COUNCILMEMBER

ATTEST:

  
TOWN CLERK

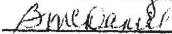
APPROVED THIS 19<sup>th</sup> DAY OF July, 2006.

**CERTIFICATION**

I certify this to be a true and correct copy of the original document on file at Town Hall.

WITNESS my hand and official seal this

19th day of July, 2006.

  
Town Clerk

## **Appendix E-4**

### **Part 150 Study Land Use Measures Evaluated but Not Recommended**



There were several land use strategies that were investigated in depth throughout the Part 150 process, but ultimately were not recommended for inclusion in the Part 150 Study recommendations. Most of these were not recommended by stakeholders; but rather, explored based on the Study Team's experience.

## E.1 Avigation Easement Purchase – Provide newly impacted homes the opportunity to participate in CAR Agreement Program.

An avigation easement is an easement or right of overflight in the airspace above or near a particular property. It also includes the right to create such noise or other effects as may result from the lawful operation of aircraft in such airspace and the right to remove any obstructions to such overflight<sup>1</sup>. It is typically negotiated, paid for, and recorded in a formal document signed by the property owner and the easement holder, or it is received as a condition of development approval at the time of platting, rezoning, or permitting. Unless agreed otherwise, an easement "runs with the land," meaning that it is enforceable against all succeeding owners of the property. As a part of the Runway 9R/27L Noise Mitigation Program, Broward County implemented a form of easement through the Voluntary Conveyance and Release Agreement Program (CAR). The CAR program was offered as an option to homeowners who opted not to participate in the Voluntary SSA Program, but who did participate in the Voluntary Residential Sound Insulation Program. Homeowners who participated in the CAR Program received a payment in exchange for a Conveyance and Release Agreement that was recorded against the property and runs with the land. The CAR Program ended with the closure of the application process for the Voluntary RSIP.

BCAD is recommending LU-3 (see **Chapter 3, Noise Compatibility Program – Land Use Management Measures**), which includes sound insulation of residential units in exchange for an avigation easement. Because the sound insulation mitigates noise impacts, it is considered a more effective approach to addressing noncompatible land uses than a standalone easement purchase.

## E.2 Community Redevelopment Agency (CRA) – Establish a new CRA or expand the boundaries of existing CRAs to facilitate compatible business development within the Part 150 2023 DNL 65 contour.

Under the Community Redevelopment Act (Chapter 163, Part 3, Florida Statute), local governments in Florida may establish Community Redevelopment Agencies (CRAs) for areas where certain conditions exist, specifically if areas are determined to display characteristics of blight. These conditions include but are not limited to: the presence of substandard or inadequate structures, inadequate infrastructure, an increased incidence of crime in the area, and insufficient roadways. Once established, CRAs are responsible for developing and implementing a plan to address the unique needs of the targeted area. In Florida, CRAs are the only entities permitted to utilize Tax Increment Financing (TIF) funds.<sup>2</sup> CRAs, however, do not establish policies for the respective area. Rather, the agencies are a specifically focused financing tool for redevelopment.

Both the Town of Davie and the City of Dania Beach have established CRAs within their respective communities. Thus, the two most-impacted communities in relation to noise exposure have experience

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<sup>1</sup> FAA Advisory Circular AC150-5000-9B

<sup>2</sup> Tax Increment Financing (TIF): A method to pay for redevelopment of a slum or blighted area through the increased ad valorem tax revenue resulting from that redevelopment.

facilitating the CRA process and criteria. Broward County has successfully worked with both the City of Dania Beach and the Town of Davie to address land-use compatibility issues within the boundaries of each community's respective redevelopment area.

In reviewing potential compatibility actions, consideration was given to the concept of implementing a CRA in the area immediately west of the airport to encompass all or part of the area between the Dania Cut-Off Canal on the north, Griffin Road on the south, Interstate 95 on the east, and SW 30<sup>th</sup> Avenue on the west. This area would encompass all but the westernmost tip of the 2023 DNL 65+ contour associated with current Runway 10R/28L. In this concept, the City of Dania Beach would utilize the CRA process to facilitate the conversion of currently non-compatible land uses within the aforementioned area to compatible forms of development through a long-term redevelopment process. This concept is based on the fact that the area immediately north of the Dania Cut-Off Canal was developed with a mix of transportation and generally light industrial uses, the area between Interstate 96 and SW 21<sup>st</sup> Avenue consists of a mix of commercial and industrial uses, and the bordering roadway system is comprised of major arterials and I-95.

The consideration of establishing a new CRA in the noted area was not deemed to be a viable recommendation. As discussed in **Section 3.2**, the area west of the airport that is impacted by the Part 150 2023 DNL 65 contour was the subject of extensive noise mitigation efforts associated with the Noise Mitigation Plan for the extended south runway project. Significant funding was utilized for the testing and sound insulation of dwellings in this area along with the implementation of other mitigation measures, a significant portion of which would likely have to be recovered.

Additionally, a review of the mix of land uses in the area, crime statistics, infrastructure, and general building conditions and appearances indicates that the characteristics used to define blight under Part 163, Chapter 3, Florida Statutes, do not exist in the area, thus negating the viability of this approach. Further, there are two existing CRAs that are located in close proximity to the area considered. Development of a third CRA would act to compete with the existing agencies within the Airport's environs and adversely impact their success. Finally, considering that the majority of properties in the impacted area have undergone noise attenuation or received other mitigation assistance, this measure was dropped from further consideration.

### E.3 Building Codes – Amend building codes to include sound-attenuating construction techniques and materials for residential and non-compatible uses within the Part 150 2023 DNL 65 and higher noise contours.

Building codes set forth requirements to protect the public health, safety, and general welfare as they relate to the construction and occupancy of buildings and structures. Topics generally covered by building codes include exits, fire protection, structural design, sanitary facilities, and ventilation. While generally concerned with the functional or structural aspects of buildings, building codes in a number of jurisdictions have been expanded to include special requirements for properties located in high-noise exposure areas. In urban environments as well as in areas surrounding an airport, building codes may be used to ensure the use of sound attenuating materials and construction techniques to ensure quieter internal living spaces and



mitigate noise impacts associated with sleep awakening and interruption, disruption to entertainment, and normal conversation.

The FAA has established specific aviation noise level reduction criteria for residential and institutional uses inside noise contours. For example, within the DNL 65 to 70 noise contour, a 25-decibel (dB) exterior to interior noise level reduction is required; while in the DNL 70 to 75 contour the reduction needs to be at least 30 dB. The level of reduction is tied to ensuring an interior sound level of not more than 45 dB, regardless of the level of noise outside the residence. Generally, new construction provides a noise level reduction of 20 dB or more, while homes that have been upgraded for enhanced energy efficiency may also achieve a 20-dB+ noise level reduction. Improvements to meet noise level reduction targets may include the installation of acoustically rated windows, acoustical wall construction, thick indoor sheetrock, solid core exterior doors, added insulation, and the baffling of vents and flues. These noise-attenuating techniques and materials are often included in building codes which provide guidance to planners, developers, building officials, and contractors for effective noise level reduction methods.

Implementation of sound reducing construction requirements inside noise exposure contours has been adopted around numerous airports nationally. As described in **Section 3.2**, both Dania Beach (Broward County CFN No. 109570290) and Davie (OR BK 4662) have implemented requirements in portions of their respective jurisdictions mandating that developers employ, and certify to the city, that they incorporated noise attenuation construction techniques and materials.

Jurisdictions with portions of their boundaries located within the Part 150 2023 DNL 65 and higher contours were each contacted to discuss potential land use measures, including the potential for amending local building codes to incorporate sound attenuating construction materials and techniques. Based on these discussions, the jurisdictions preferred not to undertake a significant change to the Southern Standard Building Code, with the corresponding need to potentially add staff and train existing plan review and inspection staff in the specific noise related requirements. The added demand on already limited staff resources would be difficult to absorb and the cost of adding capability would be challenging to assume given current budgets.

The jurisdictions also noted that the current practice of placing the responsibility of incorporating sound attenuating materials and construction techniques onto specific developers had been accepted by Broward County in the Broward County/City of Dania Beach Interlocal Agreement and in the comprehensive plan amendment reviews conducted by Broward County in both the City of Dania Beach and the Town of Davie. The agreements currently in place require enhanced noise attenuating materials and construction techniques for new noise-sensitive development on the majority of land located within the Part 150 2023 DNL 65 and higher contours. It was also noted that in all three agreements with Broward County, the new construction noise attenuation requirement extends to the limit of the Part 150 2023 DNL 60 contour.

The current requirements for incorporating noise attenuating construction techniques and materials, coupled with other actions taken as a part of the Broward County/City of Dania Beach Interlocal Agreement and comprehensive development plan amendments, address the intent of this particular land use technique without placing undue fiscal impacts on adjacent jurisdictions. However, it would be beneficial for each jurisdiction to spot check new development as it occurs in the areas covered by their respective agreements with Broward County to ensure conformity with the agreed-upon requirements.