

Date: November 1, 2022

To: Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners

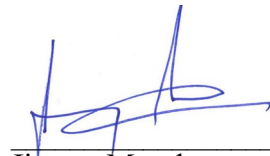
Supplement No. 2 to
Agenda Item No. 7(A)

From: Daniella Levine Cava
Mayor



Subject: Additional Supplemental Information on Out-of-Cycle Application
No. CDMP20210003 to Amend the Comprehensive Development Master Plan

This second supplement contains: (Exhibit 1) Additional Items addressing Application No. CDMP20210003 received by the Department of Regulatory and Economic Resources after the publication of the Final Recommendations Report. The documents were received on August 31, 2022, September 1, 2022, September 2, 2022, and September 9, 2022, and are undergoing departmental review.



Jimmy Morales
Chief Operations Officer

ADDITIONAL ITEMS
2021 OUT-OF-CYCLE APPLICATION NO. CDMP20210003
TO AMEND THE COMPREHENSIVE DEVELOPMENT MASTER PLAN

(Consisting of materials submitted for the Board of County Commissioners, received after the CDMP hearing held on May 19, 2022)

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Other Documents related to the application, including third party correspondence, are available online at the link below.

*Excerpted pages of the document are enclosed herein. The complete report is accessible on the Department of Regulatory and Economic Resources website at:

https://energov.miamidade.gov/EnerGov_Prod/SelfService#/plan/daa9f46a-bb7d-4a9d-952c-37c44eb552ee?tab=attachments

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TROPICAL FARMS
26002 SW 107th Avenue
Homestead, Florida 33032

Received 5/31/2022
RER-Planning

May 28, 2022

The Honorable Jose “Pepe” Diaz, Chairman
The Honorable Oliver G. Gilbert III, Vice Chairman
The Honorable Jean Monestime
The Honorable Keon Hardemon
The Honorable Sally A. Heyman
The Honorable Eileen Higgins
The Honorable Rebeca Sosa
The Honorable Raquel A. Regalado
Miami-Dade Board of County Commissioners
111 NW 1st Street – Suite 200
Miami, FL. 33129

The Honorable Danielle Cohen Higgins
The Honorable Kionee L. McGhee
The Honorable Javier D. Souto
The Honorable Joe A. Martinez
The Honorable Rene´ Garcia

RE: Land Owner in South Dade Logistics and Technology District

Dear Chairman, Vice Chairman and Commissioners:

As one of the family owned farms in the area referred to as the South Dade Logistics and Technology District (the “SDLTD” or “District”), our family feels compelled to respond to comments made at the County Commission Hearing on May 19th, with regard to our property. We have been farming for over 40 years, and own approximately 180 acres, making us the largest land owner within the proposed District. To be clear, we are not speculators, as some have suggested, we are farmers and Miamians who have been here since the 1960s. We have spent our entire professional life working 6 days a week, farming land in the South Dade area.

What was once viable agricultural land, valued for the ability to grow numerous edible and ornamental species, has changed significantly over the past +15 years. Salt water intrusion has adversely-affected what will grow in the area, and increased repair and maintenance of farm equipment due to corrosion, making farming more and more costly and difficult. Further, the reduction in the variety of farming and the growing shift of industry in our County to more service-oriented careers such as Technology, has added to the challenge. Young workers in Miami-Dade County do not aspire to work on farms, and for the most part, it is very hard physical labor. This is noted in the long-standing legacy farmers who have not continued farming because the younger generation, who have grown up with it and understand it, have chosen not to pursue it. For those that do choose farming, this area is less and less a viable choice due to the changing nature of the land, as well as the insecurity of climate change, as evidenced by the significant number of our neighboring landowners who have sold hundreds of acres within the proposed District over the past 10 years.

After watching the Hearing on May 19th, we would pose a few questions for your consideration. If land within the proposed District is deemed valuable as an agricultural resource, why would a group propose flooding out the property for Everglades Restoration? On one hand, you have County staff stating this area is needed to sustain the agricultural industry, but on the other hand, you have environmental agencies and special interest groups stating they want to take the land, flood it, and turn it into a reservoir. None of these suggestions seem to be congruent with the exhaustive studies, planning, and approvals completed in the last few years for the expansion area by the Urban Expansion Area Task Force, the Planning Advisory Board, and the County Commission. If land within the District is so critical for the preservation of the agricultural industry and the health of Biscayne Bay, Urban Expansion Area 3 would never have been proposed, accepted, or approved.

Additionally, some groups have mentioned that the land within the District is the key to environmental restoration projects in South Dade. Yet, no one has ever approached us to discuss their intentions to take our property for Everglades Restoration. We do know that in the early 2000s this area was identified as having a potential use for environmental purposes, but it was passed over because everyone knows it makes no sense to store water on property that is filled with the nitrogen and phosphorous that the environmental community has deemed unacceptable to the wellbeing of the environment. Based upon the most recent actions of the government BBSEER group to narrow their alternatives, it appears our property is again going to be passed over as one that is viable for a restoration project.

But despite the narrowing of alternatives by the BBSEER group, the environmental groups continue to insist on identifying our property for some unspecified taking, for some unspecified purpose, at some unidentified time, locking us into a declining farming business on the land in perpetuity. In the process, they are literally devaluing our land at a time when the proposed SDLTD has now given the area a renewed proposal for viability by creating jobs within the community all the while complying with the strictest recommendations of the current environmental processes. We feel this is a win for both the community and Miami-Dade County, since the SDLTD will enhance and harden many features needed to protect the environment for the future while providing much needed jobs and opportunities for the community that actually lives here.

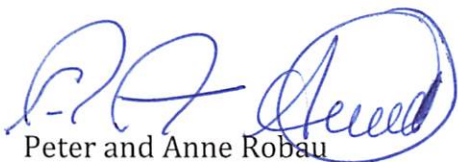
For the first time in the many years that we have been on the land, we see a community showing signs of life – children, schools, and families. It is heartening to see the decorated homes during the holidays and the school buses picking up the kids in the morning. However, what has become quite evident is the enormous stress being placed on young families as they have to head out for a two-hour commute travelling North to work and leaving their kids behind in schools, with worries of security, child care and other social issues that we continually see young families facing today. This is a tremendous burden not only financially but emotionally on these young families. It is evident that creating a work community within the community where people live is essential to foster a thriving next generation of citizens.

We have seen much in our years here. We have experienced hurricanes and recessions. Change is very challenging. Yet, we recognize that the next generation here in Miami-Dade County, is not oriented to farming. We are becoming a Tech City. Farming will always be part of our State, but we must all recognize there are pockets of land that over time, will no longer be viable for farming. We believe the proposed SDLTD will offer families in the area a way of sustainability without compromising their everyday family life.

When we carefully think through the statements made on May 19th, we can only question the intent. Is it to devalue the area and/or pursue another agenda which doesn't keep in mind the actual people who work and live in the area? We leave the answer to your discretion. However, as the largest landowner within the proposed District, who have made our living off the land and growing trees for over forty years to beautify our great City, who respect the land and its surroundings, we strongly believe that the SDLTD proposal is an excellent proposal to work hand in hand with Miami-Dade County, the local community, and the environment. We urge the Commission to help support and protect the area by thinking of a realistic future for the area and all the new families that now call this area home. The idea that farming is a sustainable business for our land over the long-term is simply not true and is not an honest assessment from people who do not actually live in the area and work here every day.

We respectfully ask for your support for the growing young community in the area, our family, and our property.

Sincerely



Peter and Anne Robau

Cc: The Honorable Daniella Levine Cava, Mayor
The Honorable Harvey Ruvin, Clerk of the Board

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From: [Davis, Rosa \(RER\)](#)
To: [Burke, Adrienne \(RER\)](#)
Subject: FW: please deny app# CDMP20210003, 800 acre South Dade property
Date: Wednesday, June 1, 2022 7:05:27 AM

See below.

-----Original Message-----

From: Vanessa Echaury <vanessaechaury@gmail.com>
Sent: Tuesday, May 31, 2022 10:25 PM
To: District8 <district8@miamidade.gov>
Subject: please deny app# CDMP20210003, 800 acre South Dade property

EMAIL RECEIVED FROM EXTERNAL SOURCE

Good evening Commissioner,

I write this email to exhort you to please deny the above mentioned application. Please allow it to remain as designated, farmland. Please protect this swath of land. Please do not allow this exchange of green for concrete. Please take heed to the recommendations to the multitude of organizations asking the board to deny this application. The organizations as stated by Commissioner Cohen Higgins: our Miami Dade County administration, Federal Department of Interior, Department of Environmental Protection, Department of Agriculture, Mayor Levine, Senator Marco Rubio, Florida Fish and Wildlife Conservation Commission, South Florida Water Management District, South Florida Regional Planning Council, Agriculture Practice Board, UM School of Law Environmental Justice Department, Miccosukee Tribe of Indians, Everglade Foundation, Everglades Coalition, Friends of the Everglades, Key Largo, Key West, Islamorada, Marathon, Marion County, Monroe County, Cutler Bay, Palmetto Bay, South Miami, Tropical Audubon Society, Dade County Farm Bureau, Tropical Fruit Growers Association, and all of us, the residents.

Thank you, in advance, for protecting Miami from over development for the sake of future generations. Thank you for being a good steward of this land.

Sincerely,
Vanessa Echaury
Concerned Citizen

Reside at:
27610 SW 153rd CT Homestead, FL 33032

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Received 5/31/2022
RER-Planning

Disclosure of Interest *

This form or a facsimile must be filed by all applicants having an ownership interest in any real property covered by an application to amend the Land Use Plan map. Submit this form with your application. Attach additional sheets where necessary.

1. APPLICANT (S) NAME AND ADDRESS:

APPLICANT A:

APPLICANT B: South Dade Industrial Partners, LLC, 2800 Ponce de Leon Blvd., Ste. 1160, Coral Gables, FL 33134

APPLICANT C:

APPLICANT D: Bedrock South Dade 268 Street, LLC, 2800 Ponce de Leon Blvd., Ste. 1160, Coral Gables, FL 33134

APPLICANT E:

APPLICANT F:

APPLICANT G:

Use the above alphabetical designation for applicants in completing Sections 2 and 3, below.

2. PROPERTY DESCRIPTION: Provide the following information for all properties in the application area and indicate those properties in which the applicant has an interest. Complete information must be provided for each parcel.

APPLICANT	OWNER OF RECORD	FOLIO NUMBER	SIZE IN ACRES
See table below.			

* Supplement to disclosure of interest form received by RER on 5.27.21 to reflect changes in interests for Phases IIA and IIB.

APPLICANT	OWNER OF RECORD	FOLIO NUMBER	+/- SIZE	PHASE
B-South Dade Industrial Partners, LLC	D A P LAND HOLDINGS LLC	30-6925-000-0060	619,423.2 Sq.Ft.	Phase IIA
	D A P LAND HOLDINGS LLC	30-6925-000-0160	1,629,579.6 Sq.Ft.	Phase IIA
	D A P LAND HOLDINGS LLC	30-6925-000-0180	1,306,800 Sq.Ft.	Phase IIA
	BARRY M BRANT TRS	30-6925-000-0163	345,866.4 Sq.Ft.	Phase IIA
	BARRY M BRANT TRS	30-6925-000-0144	98,010 Sq.Ft.	Phase IIA

APPLICANT	OWNER OF RECORD	FOLIO NUMBER	+/- SIZE	PHASE
D – Bedrock South Dade 268 Street, LLC	BUXEDA HOLDINGS LLC	30-6936-000-0025	201,247.2 Sq.Ft.	Phase IIB
	BUXEDA HOLDINGS LLC	30-6936-000-0021	435,600 Sq.Ft.	Phase IIB
	BUXEDA HOLDINGS LLC	30-6936-000-0024	201,247.2 Sq.Ft.	Phase IIB

3. For each applicant, check the appropriate column to indicate the NATURE OF THE APPLICANT'S INTEREST in the property identified in Section 2 above.

APPLICANT	OWNER	LESSEE	CONTRACTOR FOR PURCHASE	OTHER(Attach Explanation)
B			X	
D			X	

4. DISCLOSURE OF APPLICANT'S INTEREST: Complete all appropriate sections and indicate N/A for each section that is not applicable.

- a. If the applicant is an **INDIVIDUAL** (natural person) list the applicant and all other individual owners below and the percentage of interest held by each.

<u>INDIVIDUAL'S NAME AND ADDRESS</u>	<u>PERCENTAGE OF INTEREST</u>
N/A	

- b. If the applicant is a **CORPORATION**, list the corporation's name, the name and address of the principal stockholders and the percentage of stock owned by each. [Note: where the principal officers or stockholders, consist of another corporation (s), trustee(s), partnership(s) or other similar entities, further disclosure shall be required which discloses the identity of the individual(s) (natural persons) having the ultimate ownership interest in the aforementioned entity.]

CORPORATION NAME: South Dade Industrial Partners, LLC, a Florida limited liability company

<u>NAME, ADDRESS, AND OFFICE (if applicable)</u>	<u>PERCENTAGE OF STOCK</u>
<u>See Exhibit A / Disclosure of interest in South Dade Industrial Partners, LLC</u>	

- e. If the applicant is party to a **CONTRACT FOR PURCHASE**, whether contingent on this application or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the principal officers, stockholders, beneficiaries, or partners. [Note: where the principal officers, stockholders, beneficiaries, or partners consist of another corporation, trust, partnership, or other similar entities, further disclosure shall be required which discloses the identity of the individual(s) (natural persons) having the ultimate ownership interest in the aforementioned entity].

<u>NAME AND ADDRESS</u>	<u>PERCENTAGE OF INTEREST</u>
See Exhibit A	100%
Date of Contract: <u>6/26/2020</u>	

If any contingency clause or contract terms involve additional parties, list all individuals or officers if a corporation, partnership, or trust.

See Exhibit B

5. DISCLOSURE OF OWNER'S INTEREST: Complete only if an entity other than the applicant is the owner of record as shown on 2.a., above.

- a. If the owner is an **INDIVIDUAL** (natural person) list the applicant and all other individual owners below and the percentage of interest held by each.

<u>INDIVIDUAL'S NAME AND ADDRESS</u>	<u>PERCENTAGE OF INTEREST</u>
N/A	

- b. If the owner is a **CORPORATION**, list the corporation's name, the name and address of the principal stockholders and the percentage of stock owned by each. [Note: where the principal officers or stockholders consist of another corporation(s), trustee(s) partnership(s) or other similar entities, further disclosure shall be required which discloses the identity of the individual(s) (natural persons) having the ultimate ownership interest in the aforementioned entity.]

CORPORATION NAME: D.A.P. Land Holdings, LLC, a Florida limited liability company

<u>NAME, ADDRESS, AND OFFICE (if applicable)</u>	<u>PERCENTAGE OF STOCK</u>
David A. Perez 9700 SW 17 Street Miami, Florida 33172	100%

- c. If the owner is a **TRUSTEE**, and list the trustee's name, the name and address of the beneficiaries of the trust and the percentage of interest held by each. [Note: where the beneficiary/beneficiaries consist of corporation(s), another trust(s), partnership(s) or other similar entities, further disclosure shall be required which discloses the identity of the individual(s) (natural persons) having the ultimate ownership interest in the aforementioned entity].

TRUSTEE'S NAME: Barry M. Brant, Trustee of the Homestead 117-264 Land Trust

<u>BENEFICIARY'S NAME AND ADDRESS</u>	<u>PERCENTAGE OF INTEREST</u>
Manuel and Barbara Diaz 200 S. Biscayne Blvd., 6th Floor Miami, Florida 33131	100%

- d. If the owner is a **PARTNERSHIP or LIMITED PARTNERSHIP**, list the name of the partnership, the name and address of the principals of the partnership, including general and limited partners, and the percentage of interest held by each. [Note: where the partner(s) consist of another partnership(s), corporation(s) trust(s) or other similar entities, further disclosure shall be required which discloses the identity of the individual(s) (natural persons) having the ultimate ownership interest in the aforementioned entity].

PARTNERSHIP NAME: N/A

<u>NAME AND ADDRESS OF PARTNERS</u>	<u>PERCENTAGE OF OWNERSHIP</u>

- e. If the owner is party to a **CONTRACT FOR PURCHASE**, whether contingent on this application or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the principal officers, stockholders, beneficiaries, or partners. [Note: where the principal officers, stockholders, beneficiaries, or partners consist of another corporation, trust, partnership, or other similar entities, further disclosure shall be required which discloses the identity of the individual(s) (natural persons) having the ultimate ownership interest in the aforementioned entity].

<u>NAME, ADDRESS, AND OFFICE (if applicable)</u>	<u>PERCENTAGE OF INTEREST</u>
See Response to 4 e above.	

Date of Contract:

If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

See Exhibit B

For any changes of ownership or changes in contracts for purchase subsequent to the date of the application, but prior to the date of the final public hearing, a supplemental disclosure of interest shall be filed.

The above is a full disclosure of all parties of interest in this application to the best of my knowledge and behalf.

Applicant's Signature and Printed Name
(Complete one signature page per applicant)

Signature [Handwritten Signature]

Printed Name Victor Brown, Managing Member

South Dade Industrial Partners, LLC

State of Florida

County of Miami-Dade

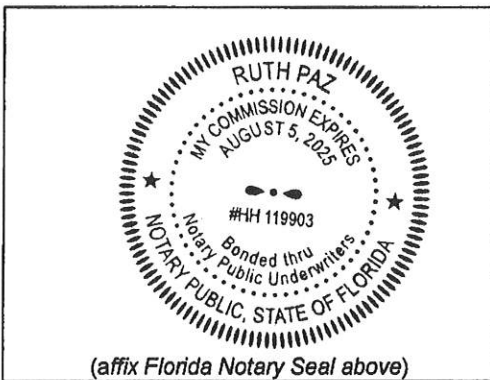
Sworn to (or affirmed) and subscribed before me by means of (how the individual appeared check one): (how the individual appeared check one):

physical presence online notarization this 31st day of MAY, 2022.
(date) (month)(year)

by Victor Brown, Managing Member of South Dade Industrial Partners, LLC
(name of individual swearing or affirming)

as MANAGING MEMBER for SOUTH DADE INDUSTRIAL PARTNERS, LLC
(type of authority, e.g., Officer, Attorney-in Fact)(Name of party on behalf of whom executed)

Individual identified by: personal knowledge satisfactory evidence _____
(type)



(affix Florida Notary Seal above)

[Handwritten Signature]
(Signature of Notary Public)

RUTH PAZ
(typed, printed, or stamped name of Notary Public)

My Commission Expires: AUGUST 5, 2025

3. For each applicant, check the appropriate column to indicate the NATURE OF THE APPLICANT'S INTEREST in the property identified in Section 2 above.

APPLICANT	OWNER	LESSEE	CONTRACTOR FOR PURCHASE	OTHER(Attach Explanation)
B			X	
D			X	

4. DISCLOSURE OF APPLICANT'S INTEREST: Complete all appropriate sections and indicate N/A for each section that is not applicable.

- a. If the applicant is an **INDIVIDUAL** (natural person) list the applicant and all other individual owners below and the percentage of interest held by each.

INDIVIDUAL'S NAME AND ADDRESS

PERCENTAGE OF INTEREST

N/A

- b. If the applicant is a **CORPORATION**, list the corporation's name, the name and address of the principal stockholders and the percentage of stock owned by each. [Note: where the principal officers or stockholders, consist of another corporation (s), trustee(s), partnership(s) or other similar entities, further disclosure shall be required which discloses the identity of the individual(s) (natural persons) having the ultimate ownership interest in the aforementioned entity.]

CORPORATION NAME: Bedrock South Dade 268 Street, LLC, a Florida limited liability company

NAME, ADDRESS, AND OFFICE (if applicable)

PERCENTAGE OF STOCK

See Exhibit "C" - Disclosure of interest for Bedrock South Dade 268 Street, LLC

- c. If the applicant is a **TRUSTEE**, list the trustee's name, the name and address of the beneficiaries of the trust, and the percentage of interest held by each. [Note: where the beneficiary/beneficiaries consist of corporation(s), partnership(s), or other similar entities, further disclosure shall be required which discloses the identity of the individual (s) (natural persons) having the ultimate ownership interest in the aforementioned entity].

TRUSTEES NAME: N/A

<u>BENEFICIARY'S NAME AND ADDRESS</u>	<u>PERCENTAGE OF INTEREST</u>

- d. If the applicant is a **PARTNERSHIP** or **LIMITED PARTNERSHIP**, list the name of the partnership, the name and address of the principals of the partnership, including general and limited partners and the percentage of interest held by each partner. [Note: where the partner (s) consist of another partnership(s), corporation (s) trust (s) or other similar entities, further disclosure shall be required which discloses the identity of the individual (s) (natural persons) having the ultimate ownership interest in the aforementioned entity].

PARTNERSHIP NAME: N/A

<u>NAME AND ADDRESS OF PARTNERS</u>	<u>PERCENTAGE OF INTEREST</u>

- e. If the applicant is party to a **CONTRACT FOR PURCHASE**, whether contingent on this application or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the principal officers, stockholders, beneficiaries, or partners. [Note: where the principal officers, stockholders, beneficiaries, or partners consist of another corporation, trust, partnership, or other similar entities, further disclosure shall be required which discloses the identity of the individual(s) (natural persons) having the ultimate ownership interest in the aforementioned entity].

<u>NAME AND ADDRESS</u>	<u>PERCENTAGE OF INTEREST</u>
See Exhibit "C" - Disclosure of Interest in Bedrock South Dade 268 Sreet, LLC	
	Date of Contract: <u>12/10/2020</u>

If any contingency clause or contract terms involve additional parties, list all individuals or officers if a corporation, partnership, or trust.

5. DISCLOSURE OF OWNER'S INTEREST: Complete only if an entity other than the applicant is the owner of record as shown on 2.a., above.

- a. If the owner is an **INDIVIDUAL** (natural person) list the applicant and all other individual owners below and the percentage of interest held by each.

<u>INDIVIDUAL'S NAME AND ADDRESS</u>	<u>PERCENTAGE OF INTEREST</u>
N/A	

- b. If the owner is a **CORPORATION**, list the corporation's name, the name and address of the principal stockholders and the percentage of stock owned by each. [Note: where the principal officers or stockholders consist of another corporation(s), trustee(s) partnership(s) or other similar entities, further disclosure shall be required which discloses the identity of the individual(s) (natural persons) having the ultimate ownership interest in the aforementioned entity.]

CORPORATION NAME: Buxeda Holdings, LLC, a Florida limited liability company

<u>NAME, ADDRESS, AND OFFICE (if applicable)</u>	<u>PERCENTAGE OF STOCK</u>
Miguel V. Buxeda and Ana Buxeda	100
285 NW 119 Court	
Miami, FL 33182	

- c. If the owner is a **TRUSTEE**, and list the trustee's name, the name and address of the beneficiaries of the trust and the percentage of interest held by each. [Note: where the beneficiary/beneficiaries consist of corporation(s), another trust(s), partnership(s) or other similar entities, further disclosure shall be required which discloses the identity of the individual(s) (natural persons) having the ultimate ownership interest in the aforementioned entity].

TRUSTEE'S NAME: N/A

<u>BENEFICIARY'S NAME AND ADDRESS</u>	<u>PERCENTAGE OF INTEREST</u>

- d. If the owner is a **PARTNERSHIP** or **LIMITED PARTNERSHIP**, list the name of the partnership, the name and address of the principals of the partnership, including general and limited partners, and the percentage of interest held by each. [Note: where the partner(s) consist of another partnership(s), corporation(s) trust(s) or other similar entities, further disclosure shall be required which discloses the identity of the individual(s) (natural persons) having the ultimate ownership interest in the aforementioned entity].

PARTNERSHIP NAME: N/A

<u>NAME AND ADDRESS OF PARTNERS</u>	<u>PERCENTAGE OF OWNERSHIP</u>

- e. If the owner is party to a **CONTRACT FOR PURCHASE**, whether contingent on this application or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the principal officers, stockholders, beneficiaries, or partners. [Note: where the principal officers, stockholders, beneficiaries, or partners consist of another corporation, trust, partnership, or other similar entities, further disclosure shall be required which discloses the identity of the individual(s) (natural persons) having the ultimate ownership interest in the aforementioned entity].

<u>NAME, ADDRESS, AND OFFICE (if applicable)</u>	<u>PERCENTAGE OF INTEREST</u>
See Response to 4 e above	

Date of Contract: _____

If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

See Exhibit D

For any changes of ownership or changes in contracts for purchase subsequent to the date of the application, but prior to the date of the final public hearing, a supplemental disclosure of interest shall be filed.

The above is a full disclosure of all parties of interest in this application to the best of my knowledge and behalf.

Applicant's Signature and Printed Name
(Complete one signature page per applicant)

Signature [Handwritten Signature]

Printed Name Victor Brown, Managing Member

Bedrock South Dade 268 Street, LLC

State of Florida

County of Miami-Dade

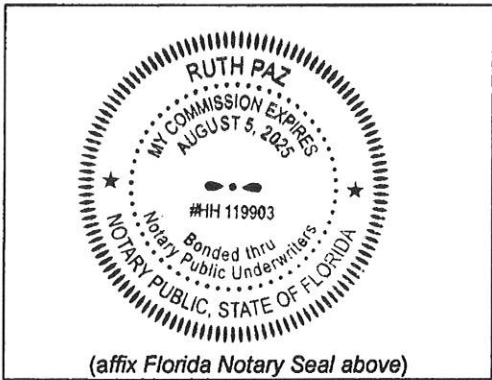
Sworn to (or affirmed) and subscribed before me by means of (how the individual appeared check one): (how the individual appeared check one):

physical presence online notarization this 31st day of MAY, 202022
(date) (month)(year)

by Victor Brown, Managing Member of Bedrock South Dade 268 Street, LLC
(name of individual swearing or affirming)

as MANAGING member for BEDROCK SOUTH DADE 268 STREET, LLC
(type of authority, e.g., Officer, Attorney-in Fact)(Name of party on behalf of whom executed)

Individual identified by: personal knowledge satisfactory evidence _____
(type)



[Handwritten Signature]
(Signature of Notary Public)

RUTH PAZ
(typed, printed, or stamped name of Notary Public)

My Commission Expires: AUGUST 5, 2025

EXHIBIT "A"
SOUTH DADE INDUSTRIAL PARTNERS, LLC
(CONTRACT PURCHASER)
DISCLOSURE OF OWNERSHIP INTEREST

100.0% SOUTH DADE INDUSTRIAL PARTNERS, LLC

- 12.50% Michael Wohl
- 12.50% SAJ Holdings, LLC
 - 50.0% Stephen Blumenthal
 - 25.0% Allison Blumenthal
 - 25.0% Jillian Blumenthal

12.50% D Brown Family Investments, LLC

- 95.00% David Brown
- 5.00% David Brown Family Trust
 - 33.33% Jack Brown
 - 33.33% Jenna Brown
 - 33.33% Ava Brown

12.50% V Brown Family Investments, LLC

- 95.00% Victor Brown & Tracey Brown
- 5.00% Victor Brown Family Trust
 - 33.33% Evie Brown
 - 33.33% Harrison Brown
 - 33.33% June Brown

10.00% Steven Brown

40.00% Coney Island Two, LLC

- 60.00% Joe & Judy Wieselberg
- 20.00% Susan Elaine Wieselberg Kaplan Family Trust/
Susan Elaine Wieselberg Kaplan (100%)
- 20.00% Scott Eric Wieselberg Family Trust
Scott Eric Wieselberg (100%)

EXHIBIT "B"
DISCLOSURE OF INTEREST

South Dade Industrial Partners, LLC has entered into a contract to assign its contract to purchase Phase IIA to Butters SA, LLC, a Florida limited liability company ("Butters").

Disclosure information for Butters is provided below:

Contract Date: 04/16/2021

Butters SA, LLC (Malcolm Butters, Manager)

Members/Ownership Interest: Malcolm Butters – 50%

Mark Butters – 50%

6820 Lyons Technology Circle, Suite

100

Coconut Creek, FL 33073

EXHIBIT "C"

**BEDROCK SOUTH DADE 268 STREET, LLC
(CONTRACT PURCHASER)
DISCLOSURE OF OWNERSHIP INTEREST**

100.0%	BEDROCK SOUTH DADE 268 STREET, LLC
25%	Michael Wohl
25%	SAJ Holdings, LLC
	50% Stephen Blumenthal
	25% Allison Bluementhal
	25% Jillian Blumenthal
25%	D Brown Family Investments, LLC
	95% David Brown
	5% David Brown Family Trust
	33.33% Jack Brown
	33.33% Jenna Brown
	33.33% Eva Brown
25%	V Brown Family Investments, LLC
	95% Victor Brown & Tracey Brown
	5% Victor Brown Family Trust
	33.33% Evie Brown
	33.33% Harrison Brown
	33.33% June Brown

EXHIBIT "D"

BEDROCK SOUTH DADE 268 STREET, LLC, has entered into contract to assign the contract to purchase Phase IIB with Butters SA, LLC, ("Butters"), a Florida limited liability company. Disclosure information for Butters is provided below:

BUTTERS SA, LLC

Malcolm Butters, Manager 50%
Mark Butters 50%

6820 Lyons Technology Circle, Suite 100
Coconut Creek, FL 33073

Date of Contract: 04/16/2021

**OUT-OF-CYCLE AMENDMENT REQUEST TO THE
LAND USE ELEMENT & LAND USE PLAN MAP
MIAMI-DADE COUNTY
COMPREHENSIVE DEVELOPMENT MASTER PLAN
CONCURRENT DISTRICT BOUNDARY CHANGE
MODIFIED REQUESTS REFLECTING REDUCED APPLICATION SCOPE**

1. The Applicant requests a revision of Policy LU-8H of the CDMP Land Use Element, reading as follows:

In addition to conformance with Policies LU-8F and LU-8G, applications requesting expansion of the UDB must request designation as a “Special District” on the CDMP Land Use Plan map and include a text amendment under the “Special District” CDMP text to outline the allowable uses, maximum density, maximum floor area ratio, and how the proposed development will satisfy the criteria set forth in this policy. A zoning application must be filed concurrently with the CDMP Land Use Plan map amendment ~~[[and]]>>.~~

In furtherance of Economic Element Objective ECO-3 regarding promotion of economic growth and diversification of the County’s economic base while acknowledging broadly accepted socio-economic development goals, where the Land Use Plan map amendment application requests only non-residential development and meets all of the requirements of this paragraph, the required concurrent zoning application may be presented through one or more concurrent zoning applications that collectively apply to less than 100 percent but at least 40 percent of the property subject to the map amendment and that are heard and decided together. To qualify for this allowance, the map amendment that accompanies the Special District text required above must cover an area that (i) contains at least 750350 gross acres, (ii) is located within the Urban Expansion Area, (iii) is located outside of any airport land use and noise compatibility zones as defined in Articles XXXV and XXXVII of the County Code, as may be amended, and (iv) directly abuts an interchange of the Homestead Extension of the Florida Turnpike.

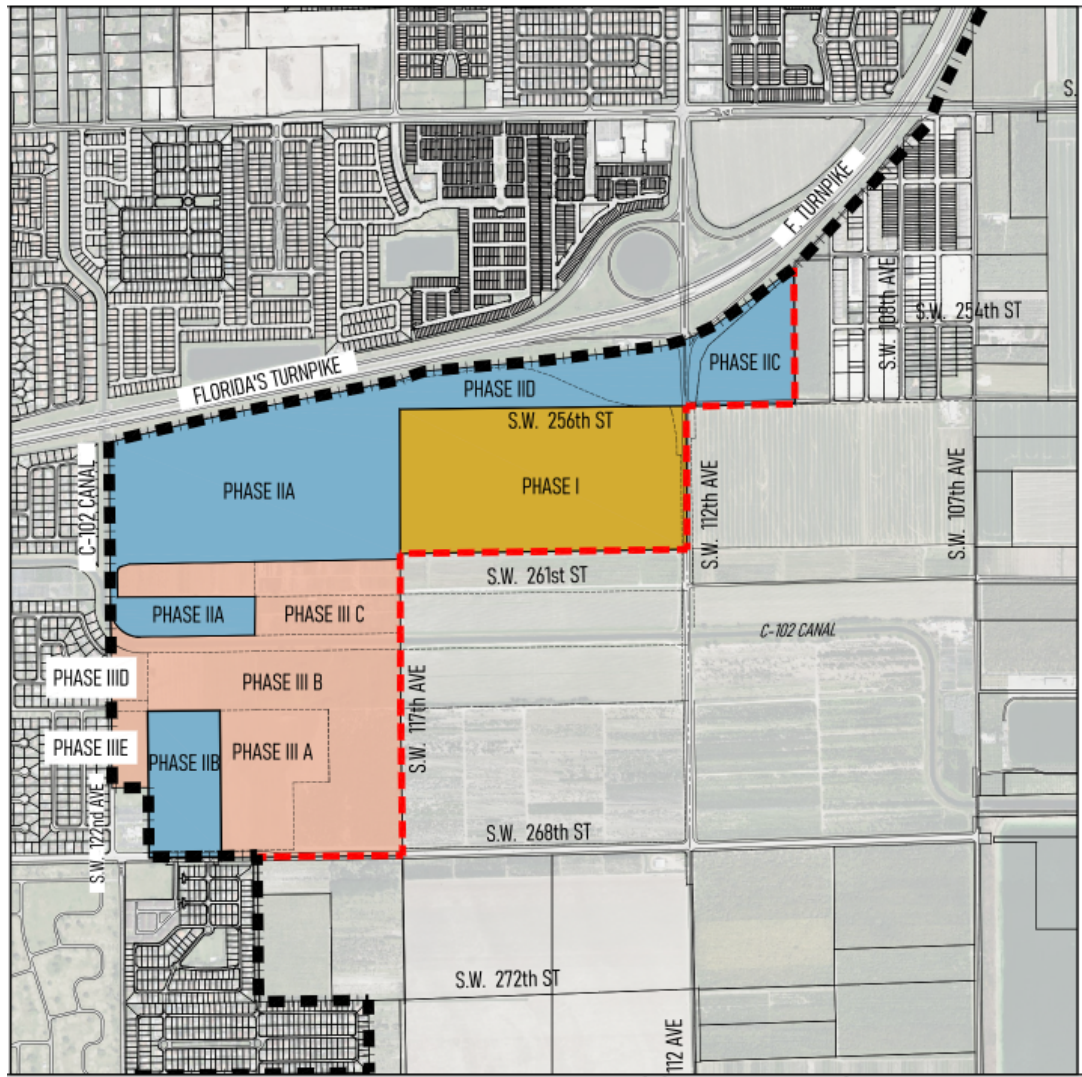
In addition, all concurrent zoning applications subject to this policy<< should meet the following criteria to be approved:

* * *

2. The Applicant requests a revision of the CDMP Land Use Element “Special Districts” to include the following:

South Dade Logistics & Technology District

The purpose of the South Dade Logistics & Technology District (the “Special District”) is to provide a well-planned, thriving employment center for the South Central and South Planning Tiers, which at the time of adoption together boast nearly half of Miami-Dade County’s population and warrant additional and diversified employment opportunities. The Special District will introduce a mix of new uses that will fuel and diversify the local economy, meeting rising demand for logistics facilities, distribution and technology space for businesses serving the area, as well as supplying services for today’s e-commerce driven economy. The different phases of the Special District are



Phases I and II Development. Land within Phases I and II of the District may be developed with distribution and logistics centers, warehouses, maintenance and repair facilities, office buildings and parks, light manufacturing, wholesale showrooms, and similar uses. Limited commercial uses to serve the firms and workers in the District may be dispersed throughout the District within freestanding small business centers or mixed with the foregoing uses, subject to the following table and applicable development equivalency adjustments, provided that no individual commercial site exceeds five acres in size; such commercial uses should be located on major roads, particularly near major intersections. It is provided, however, that Phases IIC and IID, due to their irregular configuration and proximity to the HEFT interchange, may be developed for commercial uses and for hotels and motels without the foregoing limitations on serving the firms and workers in the District and being located on major roads. Public facilities, non-education institutional and communications uses, and utilities and utility-related uses are also allowed, subject to applicable provisions of the Coastal Management Element restricting public expenditures on infrastructure.

Development of the foregoing uses within Phases I and II is allocated among the following sub-phases, subject to development equivalency adjustments to allow for the conversion of the listed uses to other uses permitted in the District as well as transfers among and within the Phases in the District:

<u>Phase</u>	<u>Development Assignment</u>
<u>Phase I</u>	<u>Up to 2,676,9351,492,670 square feet of logistics centers, warehouses, maintenance and repair facilities, office buildings and office parks, light manufacturing, and wholesale showrooms; and up to 205,000 square feet of commercial uses on properties that do not exceed five acres.</u>
<u>Phase IIA</u>	<u>Up to 1,983,120944,308 square feet of logistics centers, warehouses, maintenance and repair facilities, office buildings and office parks, light manufacturing, and wholesale showrooms.</u>
<u>Phase IIB</u>	<u>Up to 366,948385,699 square feet of logistics centers, warehouses, maintenance and repair facilities, office buildings and parks, light manufacturing, and wholesale showrooms.</u>
<u>Phase IIC</u>	<u>Up to 70,000 square feet of commercial uses; and up to 150 hotel rooms.</u>
<u>Phase IID</u>	<u>Up to 244,749 square feet of logistics centers, warehouses, maintenance and repair facilities, office buildings and office parks, light manufacturing, and wholesale showrooms; and up to 10,000 square feet of commercial uses.</u>

~~Vertical construction within Phase II shall not commence prior to October 1, 2022.~~

Phase III Development. Phase III may be developed with: up to ~~4,277,997~~1,844,535 square feet of distribution and logistics centers, warehouses, maintenance and repair facilities, light manufacturing, and wholesale showrooms; and up to 20,000 square feet of limited commercial uses to serve the firms and workers in the District, dispersed throughout the Phase within freestanding small business centers or mixed with the foregoing uses, subject to the following table and applicable development equivalency adjustments, provided that no individual commercial site exceeds five acres in size.

Development of the foregoing uses within Phase III is allocated among the following sub-phases, subject to development equivalency adjustments to

allow for the conversion of the listed uses to other uses permitted in the District as well as transfers among and within the Phases in the District:

Phase	Development Assignment
<u>Phase IIIA</u>	<u>Up to 2,248,476482,501 square feet of logistics centers, warehouses, maintenance and repair facilities, office buildings and parks, light manufacturing, and wholesale showrooms; and up to 10,000 square feet of freestanding commercial uses on properties that do not exceed five gross acres.</u>
<u>Phase IIIB</u>	<u>Up to 737,394986,511 square feet of logistics centers, warehouses, maintenance and repair facilities, office buildings and parks, light manufacturing, and wholesale showrooms.</u>
<u>Phase IIIC</u>	<u>Up to 159,566213,563 square feet of logistics centers, warehouses, maintenance and repair facilities, office buildings and parks, light manufacturing, and wholesale showrooms.</u>
<u>Phase IIID</u>	<u>Up to 1,044,78769,045 square feet of logistics centers, warehouses, maintenance and repair facilities, office buildings and parks, light manufacturing, and wholesale showrooms; and up to 10,000 square feet of commercial uses.</u>
<u>Phase IIIE</u>	<u>Up to 50,42192,915 square feet of logistics centers, warehouses, maintenance and repair facilities, office buildings and office parks, light manufacturing, and wholesale showrooms.</u>
<u>Phase IIIF</u>	<u>37,353 Square Feet of logistics centers, warehouses, maintenance and repair facilities, office buildings and office parks, light manufacturing, wholesale showrooms.</u>

Agriculture uses, uses ancillary to and directly supportive of agriculture as permitted in the Agriculture LUP designation, and farm residences at a density of one dwelling unit per five acres are also allowed within Phase III, provided that once such a use is discontinued on a parcel that is developed with a permitted urban use, it may not be reestablished. Public facilities, non-education institutional and communications uses, and utilities and utility-related uses are also allowed, subject to applicable provisions of the Coastal Management Element restricting public expenditures on infrastructure.

~~Vertical construction within Phase III shall not commence prior to October 1, 2022.~~

Development Agreement or Declaration of Restrictions. No zoning action for development of any Phase or portion thereof shall be approved unless the

application provides for: adequate assurance that infrastructure shall be in place and available to serve the relevant development phase; a traffic equivalency matrix to allow the conversion of one land use to another; exclusion of uses that might not be appropriate for the area; assurances that development will occur; and compliance with the applicable criteria set forth in Policy LU-8H and the District requirements set forth herein. Compliance with this paragraph may be accomplished through acceptance, subject to the applicable requirements of the Florida Statutes and the County Code, of a development agreement, declaration of restrictive covenants, or other legal instrument or binding agreement running with the land.

Floor Area Ratio, Open Space, and Setbacks. Within each Phase for each individual development site and for each Phase as a whole: the minimum FAR shall be 0.25 and the maximum FAR shall be 1.0, subject to the following paragraphs; a minimum of 15 percent of the gross area of each individual development site shall be retained as open space; and buildings shall be set back a minimum of 50 feet from adjacent agricultural land. To the extent that farm residences are permitted, any new residential development within Phase III shall comply with Policy ROS-2A's minimum Level of Service (LOS) standard for the provision of recreation open space.

Floor area may be transferred among and within the Phases in the District, or portions thereof, as long as the total FAR for the entire Phase complies with the minimum and maximum limitations in the preceding paragraph.

Any development rights allocated to a particular Phase for a particular use may be: (1) converted into another permitted use; and/or (2) transferred within or between Phases, provided that the resulting number of afternoon peak hour trips for such development does not exceed the number of afternoon peak hour trips analyzed for the District.

Open space includes exterior surface areas consisting of outdoor, at-grade space, including but not limited to: greens; squares; plazas; courtyards; terraces; lawns; entrance features; greenbelts; unpaved passive and active recreation areas; water retention areas, canals, and other water bodies (including abutting canals); paseos (when designed predominantly for pedestrians), pedestrian paths, bicycle paths, and associated ornamental or shading landscaped areas; and above-grade landscaped roof terraces or gardens on buildings or garage structures.

The development of the following shall not be subject to phasing or minimum FAR requirements and shall not be included in minimum and maximum FAR for purposes of the foregoing provisions: utility infrastructure, including, but not limited to, utility plants and substations for sewage, water, power, communications, and gas, transmission lines and facilities, and battery or natural gas storage facilities; and staging areas to be used for emergency response.

Buffers and Spacing South of Canal C-102 from Existing Single Family Homes in Designated Residential Communities South of Canal C-102.

Certain portions of Phase II and Phase III of the District, south of Canal C-102, east of SW 122 Avenue and north of SW 268 Street, are located across the street from existing residential neighborhoods designated as "Low-Density Residential" on the Land Use Plan map. -In an effort to provide an adequate separation between the existing single family homes and buildings in the District, no building in the District that is adjacent to SW 122 Avenue or SW 268 Street may be located any closer than one hundred and twenty-five feet (125') from the front elevation of an existing single family home, or one hundred and fifteen feet (115') from the side elevation of an existing single family home, in an area designated Low-Density Residential. -Such distance shall be measured from the closest point of the District building to the closest point of the front or side elevation of existing single family home. -At the time of the filing of a zoning application, the applicant shall furnish a survey demonstrating such distance, certified by a Florida licensed surveyor.

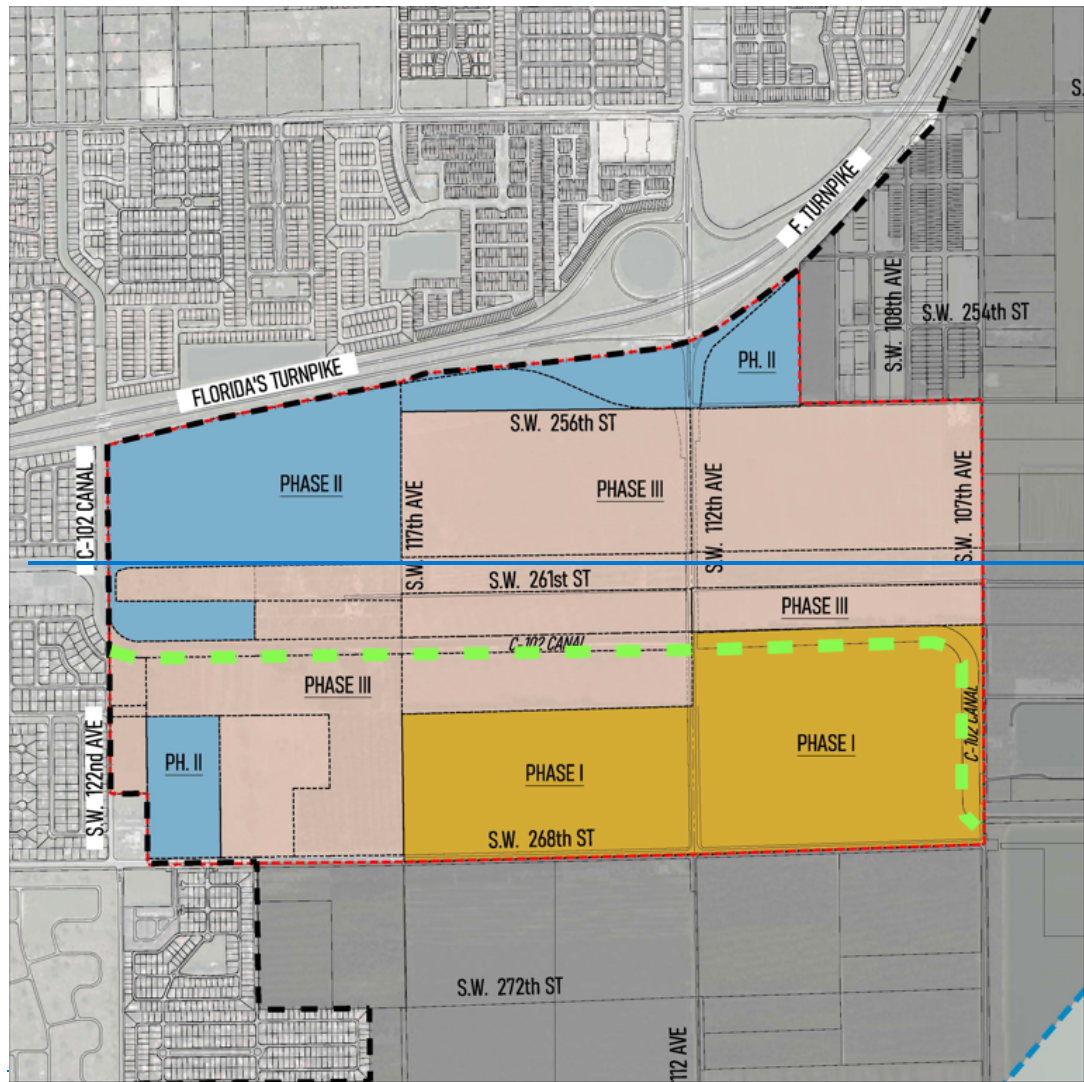
In addition, plans for development of any parcel within the District that is adjacent to SW 122 Avenue or SW 268 Street and is located across from an existing single family home in an area designated Low-Density Residential shall provide and maintain an adequate buffer (the "Landscape Buffer") along the parcel's boundary on SW 122 Avenue or SW 268 Street, except for points of ingress and egress and for utility access. -The Landscape Buffer shall be a minimum of thirty feet (30') in width and shall include a landscaped berm, at least two feet (2') in height, as measured above the street centerline elevation. In addition, at least two rows of trees, of such species as may be approved by the County, shall be planted at a minimum height of twelve (12) feet, and at a minimum distance of twenty-five feet (25') on center, with the trees staggered and intermixed with smaller trees and shrubs to ameliorate the view of the proposed building. -The Landscaped Buffer may include pedestrian walkways.

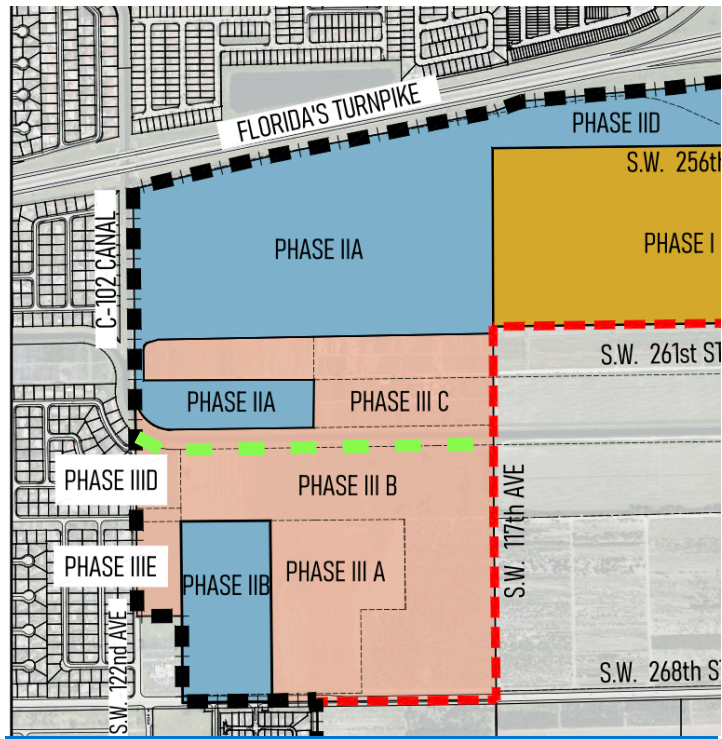
District-Wide Infrastructure. Each Phase or portion thereof shall construct, maintain, and offer to dedicate all necessary road and canal rights of way, easements, licenses, fee simple ownership, and other appropriate property interests for the construction, installation, and operation of infrastructure, utilities, drainage, stormwater management, and other public facilities necessary or appropriate to address the impacts of development within the District on public services, facilities, or infrastructure systems, including regional and local drainage, emergency management, transit service, roadways, and water supply, subject to applicable provisions of the Coastal Management Element restricting public expenditures on infrastructure.

Special Taxing Districts. One or more special taxing districts shall be established, if deemed necessary by the Miami-Dade Water and Sewer Department, to fund the continued maintenance of publicly dedicated sewer infrastructure for all Phases of the District. Each Phase, or portion thereof, shall be required to join the special taxing district(s) or create a new special taxing

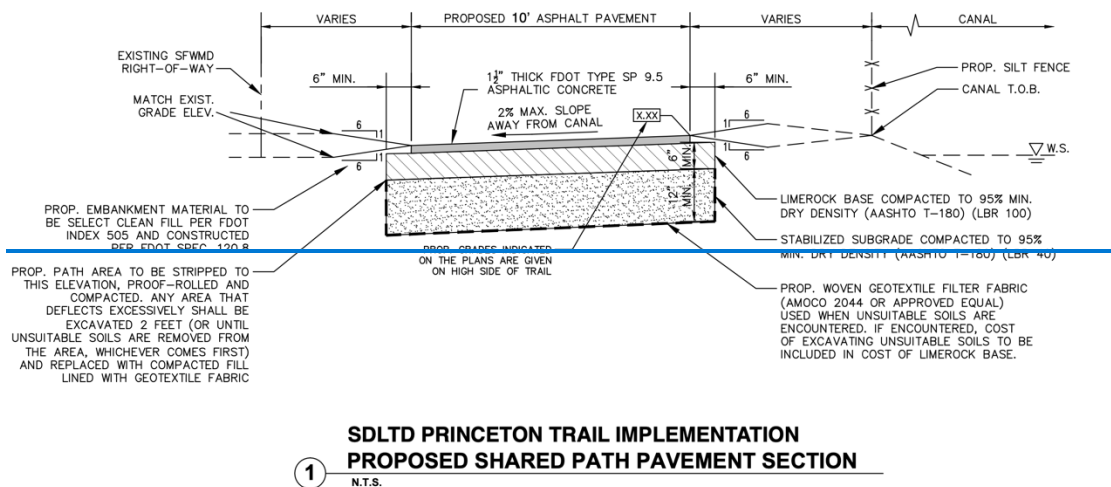
district at the time of subdivision approval for that particular parcel. No property within the District that is used for agriculture purposes shall be required to join or contribute to a special taxing district or be responsible for such maintenance or prior maintenance for periods during which such property was used for agriculture purposes.

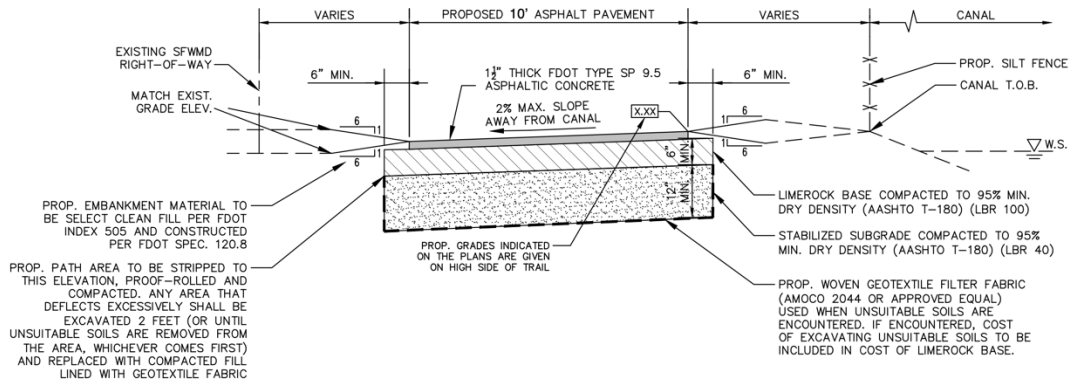
Princeton Trail. Portions of the District are adjacent to the C-102 canal, which is owned and operated by the South Florida Water Management District (the "SFWMD"). The Princeton Trail, a proposed pedestrian and bicycle shared use path, is part of the County's South Miami-Dade Greenway Network Master Plan (the "Greenway Plan"). As depicted on the Greenway Plan, the Princeton Trail would be located on the south and west side of the C-102 canal as it bisects the District north of SW 268 Street.





Subject to the approval of Miami-Dade County Parks, Recreation and Open Spaces Department and the SFWMD, development within the District shall incorporate the relevant portions of the Princeton Trail path. Each Phase, or portion thereof, adjacent to the Princeton Trail shall be responsible for building the relevant portion of the Trail at the time of subdivision approval following the issuance of the necessary SFWMD approval(s). The design of the Princeton Trail development shall substantially conform with the figure below.



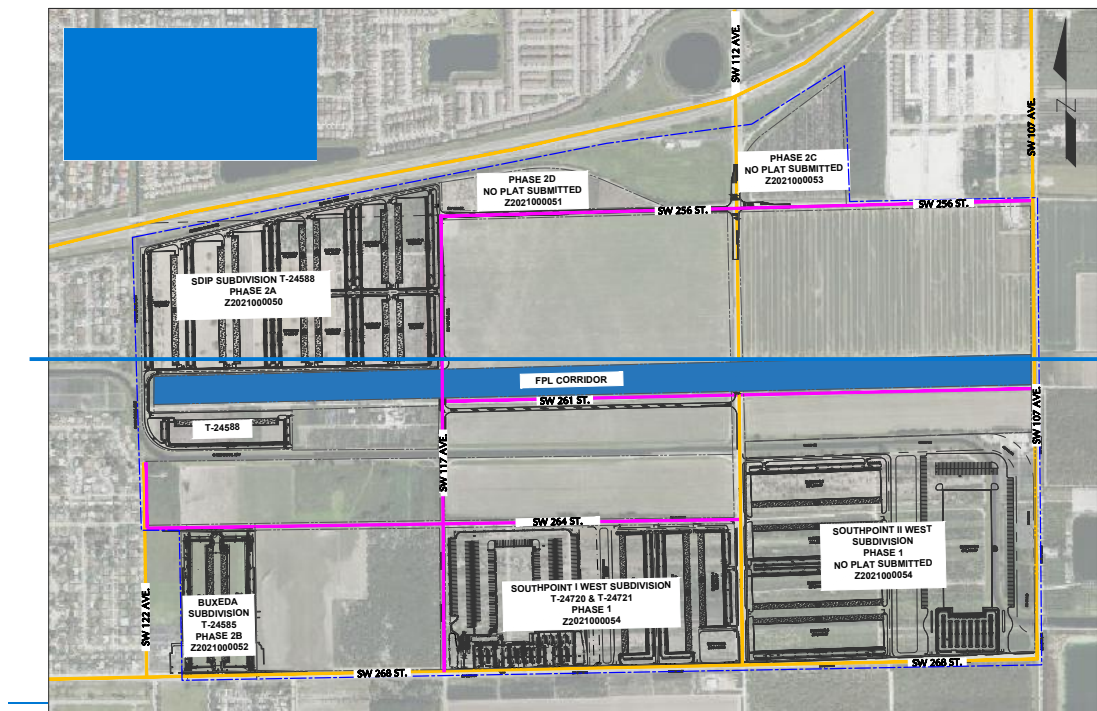


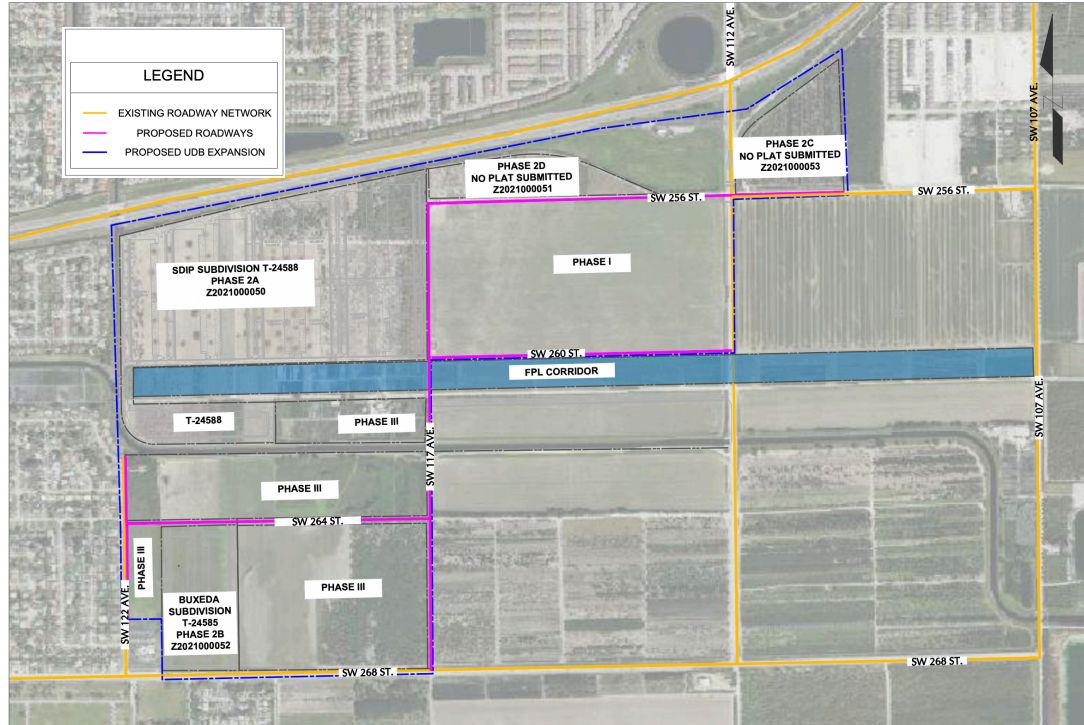
**SDLTD PRINCETON TRAIL IMPLEMENTATION
PROPOSED SHARED PATH PAVEMENT SECTION**

1 N.T.S.

Roadway Network. The roadway network within the District shall be consistent with Figure [+] and Table [-] on the following page.

SOUTH DADE INDUSTRIAL PARK PROPOSED ROADWAY NETWORK





Facility	Segment(s)	CDMP Roadway Designation	Configuration
<u>SW 256 Street</u>	Between SW <u>107109</u> Avenue and SW 117 Avenue	Minor	70' Minimum Right of Way 10' Shared Use <u>Pedestrian/Bicycle Paths</u>
<u>SW 261 Street</u> (relocated to SW 260 Street if intersection of SW 256 Street and SW 112 Avenue is signalized or if relocation is otherwise approved by the County)	Between SW <u>107 Avenue</u> and SW 112 Avenue and SW 117 Avenue	Minor	70' Right of Way 10' Shared Use <u>Pedestrian/Bicycle Paths</u>
<u>SW 261 Street</u>	<u>Between SW 112 Avenue and SW 117 Avenue</u>	Minor	<u>70' Right of Way 10' Shared Use Pedestrian/Bicycle Paths</u>
<u>SW 264 Street</u>	Between SW <u>112117</u> Avenue and SW 122 Avenue	Minor	80' Right of Way 10' Shared Use <u>Pedestrian/Bicycle Paths</u> 6' landscape strips
<u>SW 268 Street</u>	Between SW <u>107117</u> Avenue and western edge of Special District	Major	100' Right of Way 5' Bicycle Lane with 2' buffer on north side 6' Sidewalk on north side
<u>SW 107 Avenue</u>	<u>Between SW 256 Street and SW 268 Street</u>	Minor	<u>80' Right of Way 10' Shared Use Pedestrian/Bicycle Path and 6' landscape strip on west side</u>

<u>SW 112 Avenue</u>	<u>Between HEFT and SW 268/260/261 Street</u>	<u>Major</u>	<u>100' Right of Way</u> <u>10' Shared Use</u> <u>Pedestrian/Bicycle Paths</u> <u>6' landscape strips</u> <u>The owners within the District may propose an alternative section/alignment for the SW 112 Avenue bridge, subject to DTPW's review and approval, prior to construction.</u>
<u>SW 117 Avenue</u>	<u>Between SW 256 Street and SW 268 Street</u>	<u>Minor</u>	<u>80' Right of Way</u> <u>10' Shared Use</u> <u>Pedestrian/Bicycle Paths</u> <u>6' landscape strips</u>
<u>SW 122 Avenue</u>	<u>South of C-102 Canal to SW 264 Street</u>	<u>Minor</u>	<u>70' Right of Way</u> <u>10' Shared Use</u> <u>Pedestrian/Bicycle Path (east side)</u>

SW 117 Avenue Bridge. The development of the Special District is also anticipated to generate traffic impacts that may require the foregoing improvement to SW 117 Avenue to include a crossing over the SFWMD's C-102 canal, subject to approval by the SFWMD. Consistent with applicable provisions of the Coastal Management Element restricting public expenditures on infrastructure, the canal crossing shall be made a subdivision improvement of the first subdivision plat in Phase III of the District. The canal crossing improvements shall be considered roadway improvement contributions in-lieu-of-impact fees.

~~SW 112 Avenue Bridge.~~ Improvements to the existing SW 112 Avenue crossing over the SFWMD's C-102 canal as required by the County as part of the development of the Special District and consistent with applicable provisions of the Coastal Management Element restricting public expenditures on infrastructure shall be made a subdivision improvement of the first subdivision plat in Phase II of the District subject to approval by the SFWMD. The canal crossing improvements shall be considered roadway improvement contributions in-lieu-of-impact fees.

~~SW 112 Avenue Adjacent to FPL Transmission Corridor.~~ The necessary improvements to SW 112 Avenue adjacent to the FPL transmission corridor north of SW 261 Street shall be provided at the time of the first subdivision

approval for the parcels on either side of SW 112 Avenue immediately abutting the corridor. The abutting property owners shall be responsible for the improvements on their respective sides of the SW 112 Avenue right of way. If not determined to be required as part of the relevant subdivision, the improvements shall be considered roadway improvement contributions in lieu of impact fees.

In addition, impacts from development within the Special District to the following roadway segments outside of the Special District shall be addressed by providing proportionate share monetary contributions, or other mechanism acceptable to the applicable County department, for necessary improvements as follows by the owners within Phases I and Phase II. The improvements may include other proportionate share payments for other alternative transportation improvements the County determines will mitigate for the anticipated failures of the Roadway Segments listed below.

Facility	Segment(s)	Improvement
<u>SW 127 Avenue</u>	<u>Between SW 216 Street and SW 232 Street</u>	<u>Widening from two to four lanes</u>
<u>SW 112 Avenue</u>	<u>Between SW 216 Street and SW 232 Street</u>	<u>Widening from four to six lanes</u>
<u>SW 248 Street</u>	<u>Between SW 127 Street Avenue and US 1</u>	<u>Widening from two to four lanes</u>

Water and Sewer. Each Phase shall ensure the construction of water (including providing minimum fire flows established in Policy CIE-3C) and sewer infrastructure necessary to serve the relevant Phase or portion thereof at no cost to the general public and shall enter into an agreement for proper facilities prior to final plat approval for the relevant Phase or portion thereof, subject to applicable provisions of the Coastal Management Element restricting public expenditures on infrastructure.

Sanitary Sewer Resiliency. In the face of rising sea levels, measures must be taken to mitigate against the risk that wastewater will become a source of groundwater contamination. Accordingly, all new development in the District shall:

- i. construct, and connect to, a public sanitary sewage collection and transmission system at the cost of the relevant property owner and at no cost to the general public, subject to applicable provisions of the Coastal Management Element restricting public expenditures on infrastructure; and
- ii. protect all wastewater collection and transmission systems from floodwaters and inflow by:

- a. having all mechanical and electrical equipment placed, at a minimum, at the more stringent of Base Flood Elevation (BFE), plus applicable freeboard, plus an additional 24 inches to account for future sea-level rise; or the applicable requirements of the Florida Building Code or the County Code in effect at the earlier of the County's review of the sewer extension permit application or the building permit application; and
- b. having all system openings either: meet the foregoing elevation standards; or, where the applicant demonstrates such elevations cannot be feasibly attained for system openings, elevate such openings to be protected from a 10-year design storm and include water-tight and bolted covers/hatches, provided that the entire assembly, structure, ring, frame, and other components of the wastewater collection and transmission system shall be water-tight to sustain a minimum water column pressure equivalent to the difference between opening elevation and minimum required elevation. System openings include, but are not limited to, pump station wet well top slab rims, manholes, and system vents.

For all new development, each individual building shall be individually connected to the public wastewater collection and transmission system, and such connection shall be contained entirely on the parcel on which the building is located and shall not traverse a separate parcel. This shall not be construed to prohibit the construction of a private pump or lift station serving one building on one parcel or the extension of a public utility across private property.

Mitigation of Flooding Risks Associated with the Category One Hurricane Hazard Classification. Along with the stormwater management design requirements set forth herein, all development will be subject to the following requirements to mitigate the flooding risks associated with a Category One Hurricane:

- i. The lowest finished floor of any buildings in Phases I and II shall be the more stringent of 12 feet NGVD29 or the standards that are in effect at the time a complete application for a permit has been submitted to the applicable agency and that are contained in the County Flood Criteria as defined in chapter 11C, as may be amended, or other applicable provisions of the Code. The lowest finished floor of any buildings in Phase III shall be outlined by the engineer of record in accordance with the standards that are in effect at the time a complete application for a permit has been submitted to the applicable agency and that are contained in the County Flood Criteria as defined in chapter 11C, as may be amended, or other applicable provisions of the Code.

- ii. The proposed minimum elevation of any new roadways (excluding the existing roadways SW 407112 Avenue, and SW 268 Street) shall be the more stringent of:— approximately 6.6 feet NGVD29; or the standards that are in effect at the time a complete application for a permit has been submitted to the applicable agency and that are contained in the County Flood Criteria as defined in chapter 11C, as may be amended, or other applicable provisions of the Code.
- iii. All collector and arterial roads must provide drainage facilities designed to accommodate the 10-year design storm at the time a complete application for a permit has been submitted to the applicable agency.

Stormwater Management. The following stormwater management design standards will apply within the Special District:

- i. All development parcels shall meet the retention requirements for a 100-year, 3-day storm event. The runoff from all development parcels and roadways shall be dispersed to on-site retention areas, swales, or other flow conveyance mechanisms. Infrastructure and other elements constructed to meet this retention requirement shall be designed to function for that purpose as long as the development remains in operation.
 - a. Any future changes shall only be allowed after review and approval by RER-DERM of alternative retention strategies to be designed and constructed to the same storm peak event or higher.
 - b. The primary means to meet the stormwater design requirements will be through a network of exfiltration trenches and surface retention areas to meet the volumetric storage requirements of the 100-year, 3-day storm event.
 - c. In the event that contamination is discovered in the soil or groundwater, development may utilize other stormwater management best management practices acceptable to RER-DERM to address stormwater quality and quantity requirements, such as piping of runoff to areas free of restrictions, exfiltration trenches at depths below the level of contamination, drainage wells, soil removal and replacement, or surface storage in capped or lined impoundments.
- ii. A portion of the C-102 canal is planned to be realigned within the Phase I Land, subject to approval by the South Florida Water Management District (“SFWMD”). Any such realigned canal section shall be designed to at a minimum maintain all current functions and

capacity of the existing canal, including relocation of any existing agricultural drainage ditches or conveyance swales as may be necessary to accommodate such realignment, and meet all the requirements of the approved Conceptual Stormwater Master Plan. Development pursuant to this Special District does not rely upon the C-102 canal for any drainage functions. All development within the District shall contain stormwater, and provide drainage, on the relevant property within the applicable phase, or portion thereof, and may only make overflow discharges into existing or relocated agricultural drainage ditches or conveyance swales. Any realigned C-102 canal segment or Any relocated ditch or swale must be built with no interruption of flow and be fully operational prior to filling of any existing canal segment, ditch, or swale.

- iii. All existing and proposed drainage or stormwater conveyance facilities that are not modified or eliminated as provided above shall be operated and maintained by the owner of the applicable parcel, a property owners association, or a County approved special taxing district or Community Development District, unless a full dedication of the systems or facilities have been made and accepted by the County for and including maintenance and operations.
- iv. Site elevations shall be raised to the more stringent of: 8 feet NGVD29, except for swales and stormwater retention areas; or standards that are in effect at the time a complete application for a permit has been submitted to the applicable agency and that are contained in the County Flood Criteria, as defined in Chapter 11C, as may be amended, or in other applicable provisions of the County Code.
- v. Stormwater management and drainage designs shall accommodate a minimum sea level rise of 24 inches.
- vi. Existing canals, agricultural ditches, conveyance swales, and other drainage or stormwater management infrastructure shall be shown on all plans submitted for development within the District. Except as provided in subparagraph (ii) above or unless DERM determines to the contrary in accordance with this paragraph, all such existing infrastructure shall be retained and protected in its existing location to maintain current functions serving areas outside of the District or other areas inside of the District.
 - a. The owner or developer of the relevant property may request relocation of any such infrastructure by submitting for DERM's review and approval a signed and sealed engineering analysis demonstrating current and future conveyance function for such infrastructure before any physical changes to existing conveyance functions can occur.

- b. The owner or developer may request elimination of existing agricultural ditches and conveyance swales, only, by submitting for DERM's review and approval before any physical changes to such facilities can occur: (i) evidence that such ditches or swales serve only agricultural areas within the development; and (ii) an engineering analysis demonstrating that an adequate alternate conveyance system maintains existing drainage flow patterns and ensures that no negative impacts post-development compared to pre-development conditions will affect surrounding properties.
- vii. Prior to the earlier of the approval of a final plat, building permit, zoning improvement permit, lake excavation permit, or Class IV wetland permit for a parcel within the Special District, the owner of the relevant parcel shall submit for review and approval by the County:
- a. A signed and sealed engineering analysis demonstrating current and future conveyance functions for any canal, ditch, or conveyance swale to be retained, relocated, or planned to be eliminated. Current conveyance functions shall be maintained serving areas outside of the District or other areas inside of the District. The signed and sealed engineering analysis shall include a complete title search for each parcel required to identify any existing canal right-of-way, reservation, or easement associated with the existing conveyance infrastructure. The Water Control Plan (PB 126 PG39PG 39) or any updates of said plan effective at the time of platting and permitting shall be included in the title search and analysis. Any existing or planned canal in a parcel that is shown in PB 126 PG 39, or any subsequent updates of said plan, will be subject to dedication to the County.
 - b. A detailed Environmental Resource Permit for all the property covered by the proposed plat and associated covenant(s) for the entire property to be platted and any off-site areas to be used for stormwater purposes, such as stormwater storage or conveyance. The Environmental Resource Permit shall demonstrate consistency with the above stormwater management requirements and the requirements of the approved Conceptual Stormwater Master Plan.

Transit Improvements. Metrobus stops with full shelters shall be provided in both directions along SW 112 Avenue, at locations just north of SW 256 Street and just north of SW 268 Street, for a total of fourtwo new shelters on SW 112 Avenue. The existing bus stop along SW 268 Street at SW 119 Place will be relocated and upgraded with a full shelter. The above improvements will be funded by the adjacent property owners at the time of the development of the abutting Phase or portion thereof. Property

owners shall also coordinate with the County to establish programs that encourage transit use and service to the parcels within the Special District.

Agriculture, Prohibited Plant Species, Listed Species. Prior to approval of a zoning or related application for development of the relevant Phase or portion thereof in accordance with the District, the relevant owners shall address the impact of development on agricultural land as required by Policy LU-8H through a payment of \$8,750 per acre to the Miami-Dade County Purchase of Development Rights (PDR) Program fund at time of plat. All plants prohibited by CDMP Policy CON-8I shall be removed at the time of development of the relevant Phase or portion thereof. If required by the County prior to the approval of a zoning improvement permit for a portion of the District, the owner of such parcel shall cause a survey to be conducted to determine the absence or presence of listed plant species and listed wildlife species as enumerated in Appendices A and B, respectively, to the CDMP's Conservation, Aquifer Recharge and Drainage Element within the subject property.

Fertilizer and Irrigation Reduction for Non-Agricultural Development. All non-agricultural development shall comply with the Miami-Dade County Ordinance for Florida-Friendly Fertilizer Use on Urban Landscapes," codified as chapter 18C of the County Code, as may be amended. In addition to any requirements of chapter 18C, fertilizer shall not be applied on any nonagricultural land within 50 feet of the C-102 canal or any existing agricultural ditches. All landscaping shall be "Florida-friendly landscaping" to reduce fertilizer and water needs, as determined by RER-DERM.

Aquifer Impacts. Prior to undertaking any development on a Phase or portion thereof pursuant to this Special District, all agricultural wells on the relevant property shall be capped to eliminate existing withdrawals from such property. No new wells will be permitted for irrigation uses without SFWMD and DERM approvals, as applicable.

Hiring Commitments. In order to provide additional and diversified quality employment opportunities in the County's South Planning Tier, prior to the approval of any zoning or comprehensive plan amendment application within the Special District, each applicant shall proffer a recordable instrument, which incorporates commitments to local hiring efforts, including disclosing whether it is committed to any hourly wage rates for employees, and includes, at a minimum, how the application will promote Economic Element Objective ECO-3 regarding the promotion of economic growth and diversification of the County's economic base.

3. The Applicant requests a revision of Policy CM-9A of the CDMP Coastal Management Element, reading as follows:

Development and redevelopment activities in the Coastal High Hazard Area (CHHA), and the Hurricane Vulnerability Zone² shall be limited to those land uses that have acceptable risks to life and property. The basis for determining permitted activities shall include federal, State, and local laws, the pre-disaster study and analysis of the acceptability of various land uses reported in the County's Comprehensive Emergency Management Plan required by Policy CM-10A, when approved, and the following guidelines:

- i) Discourage development on the CHHA, including the barrier islands and shoreline areas susceptible to destructive storm surge;
- ii) Direct new development and redevelopment to high ground along the Atlantic Coastal Ridge and inland environmentally suitable lands;
- iii) Maintain, or reduce where possible, densities and intensities of new urban development and redevelopment within the Coastal High Hazard Area; to that of existing development and zoning, except for new non-residential development within a "Special District" designated in the CDMP Land Use Element where the finished floor elevation of proposed structures and the average finished grade elevation of the development site is raised above the elevation of the Category 1 storm surge event as established by the Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model (FDEM 2017). Once a proposed development site within a designated Special District has been elevated as required under this subpolicy, development on the site shall be exempt from the provisions of Policy CM-9E;
- iv) Prohibit construction of new mobile home parks and critical facilities in the Coastal High Hazard Area;
- v) Prohibit Land Use Plan map amendments or rezoning actions that would increase allowable residential density in the FEMA "V" Zone, the CHHA or on land seaward of the Coastal Construction Control Line (CCCL) established pursuant to Chapter 161, F.S. unless it can be demonstrated that measures will be undertaken to maintain the existing evacuation period in accordance with Policy CM-8F; and
- vi) Continue to closely monitor new development and redevelopment in areas subject to coastal flooding to implement requirements of the federal flood insurance program.

4. The Applicant requests a revision of Policy CM-9F of the CDMP Coastal Management Element, reading as follows:

CM-9F. Public expenditures that subsidize new or expanded infrastructure that would encourage additional population growth in the Coastal High Hazard Areas shall be

² According to 92.0256, F.A.C., Hurricane Vulnerability Zones are defined as areas delineated in the regional or local evacuation plan as requiring evacuation in the event of a 100-year or category three hurricane event. In Miami-Dade County, the Hurricane Vulnerability Zones are considered Hurricane Evacuation Zones A and B.

prohibited. New County-funded public facilities shall not be built in the Coastal High Hazard Area, unless they are necessary to protect the health and safety of the existing population or for the following exceptions: public parks, beach or shoreline access; resource protection or restoration; marinas or Ports; or roadways, causeways and bridges necessary to maintain or improve hurricane evacuation times. Potable water and sanitary sewer facilities shall not be oversized by the County to subsidize additional development in the Coastal High Hazard Area. The foregoing limitations on the County's provision of public facilities or expenditures shall not be construed to limit developments that satisfy the Economic Element Objective ECO-3 exception in Policy LU-8H from providing infrastructure at no cost to the County to serve non-residential development; or the County from operating or maintaining such infrastructure as long as one or more special taxing districts (if required) are established to fund continued maintenance of sewer improvements.

- The Applicant requests revisions of the Future Land Use Map; the Transportation Element Figure 1 - Planned Year 2030 Roadway Network; the Transportation Element Figure 2 - Roadway Classification 2012; the Transportation Element Figure 3 - Roadway Functional Classification 2030; and the Transportation Element Figure 6 – Planned Non-Motorized Network 2030.

<u>Facility</u>	<u>Segment(s)</u>	<u>CDMP Roadway Designation</u>	<u>Non-Motorized Network</u>
SW 256 Street	Between SW 107109 Avenue and SW 117 Avenue	Minor (2 lanes)	Proposed Bicycle Facilities
SW 261 Street (relocated to SW 260 Street if intersection of SW 256 Street and SW 112 Avenue is signaled or if relocation is otherwise approved by the County)	Between SW 107 Avenue and SW 112 Avenue and SW 117 Avenue	Minor (2 lanes)	Proposed Bicycle Facilities

<u>SW 261 Street</u>	<u>Between SW 112 Avenue and SW 117 Avenue</u>	<u>Minor (2 lanes)</u>	<u>Proposed Bicycle Facilities</u>
<u>SW 264 Street</u>	<u>Between SW 112 Avenue and SW 122 Avenue</u>	<u>Minor (2 lanes)</u>	<u>Proposed Bicycle Facilities</u>
<u>SW 268 Street</u>	<u>Between SW 107 Avenue and western edge of Special District</u>	<u>Major (4 lanes)</u>	<u>Proposed Bicycle Facilities</u>
<u>SW 107 Avenue</u>	<u>Between SW 256 Street HEFT and SW 268/260/261 Street</u>	<u>Minor (2 lanes) Major (4 lanes)</u>	<u>Proposed Bicycle Facilities</u>
<u>SW 112 Avenue</u>	<u>Between HEFT and SW 268 Street</u>	<u>Major (4 lanes)</u>	<u>Proposed Bicycle Facilities</u>
<u>SW 117 Avenue</u>	<u>Between SW 256 Street and SW 268 Street</u>	<u>Minor (2 lanes)</u>	<u>Proposed Bicycle Facilities</u>
<u>SW 122 Avenue</u>	<u>South of C-102 Canal to SW 264 Street</u>	<u>Minor (2 lanes)</u>	<u>Proposed Bicycle Facilities</u>

6. The Applicant requests revisions to the Capital Improvements Element Table 10A “Projects with Developer Responsibility to Construct or Cause to Construct” and the Capital Improvements Element List of Funding Sources to reflect the following roadway projects.

Project Number	Project Name and Location	Purpose / Year of Completion	Project Totals	Funding Source
<u>20</u>	<u>Construction of 70', 2-lane SW 256 Street roadway with center shared left turn lane, inclusive of 10' shared use pedestrian/bicycle</u>	<u>2040</u>	<u>\$544,000</u>	<u>507.4</u>

	<u>paths between SW 107 Avenue and SW 109 Avenue</u>			
<u>2420</u>	Construction of 70' required minimum, 2-lane SW 256 Street roadway with center shared left turn lane, to be widened to 4 lanes (plus a left-turn lane) – with the proper design to merge back into the existing typical section at SW 109 Avenue, inclusive of 10' shared use pedestrian/bicycle paths between SW 109 Avenue and SW 112 Avenue	<u>2030</u>	<u>\$544,000</u>	<u>507.3</u>
<u>2221</u>	Construction of 70', 2-lane roadway SW 256 Street with center shared left turn lane, inclusive of 10' shared use pedestrian/bicycle Paths between SW 112 Avenue and SW 117 Avenue	<u>2030</u> <u>2025</u>	<u>\$1,088,000</u>	<u>507.3</u> (travel lanes and north shared use path) <u>507.4</u> (all other improvements)
<u>2322</u>	Construction of 70', 2-lane roadway <u>SW 260 Street or SW 261 Street</u> with center shared left turn lane, inclusive of 10' shared use pedestrian/bicycle paths between <u>SW 107 Avenue and SW 112 Avenue</u> (relocated to <u>SW 260 Street</u> if intersection	<u>2040</u> <u>2030</u>	<u>\$1,088,000</u>	<u>507.3</u> (travel lanes and north shared use path) <u>507.4</u> (all other improvements)

	<u>of SW 256 Street and SW 112 Avenue is signalized or if relocation is otherwise approved by the County)112 Avenue and SW 117 Avenue</u>			
24	<u>Construction of 70', 2-lane roadway SW 261 Street with center shared left turn lane, inclusive of 10' shared use pedestrian/bicycle paths between SW 112 Avenue and SW 117 Avenue</u>	<u>2025</u>	<u>\$1,088,000</u>	<u>507.3 (travel lanes and north shared use path) 507.4 (all other improvements)</u>
<u>2523</u>	<u>Construction of 80', 2-lane roadway SW 264 Street with center shared left turn lane, inclusive of 10' shared use pedestrian/bicycle paths and 6' landscape strips on portions between SW 112 Avenue to SW 117 Avenue and abutting Phase IIB of the South Dade Logistics and Technology District to SW 122 Avenue</u>	<u>2025/20402030</u>	<u>\$1,226200,000</u>	<u>507.5, except 507.3 (south half, where abutting Phase IIB) 507.4 (north half)</u>
26	<u>Construction of 80', 2-lane roadway SW 264 Street with center shared left turn lane, inclusive of 10' shared use pedestrian/bicycle paths and 6' landscape strips on</u>	<u>2040</u>	<u>\$950,000</u>	<u>507.4</u>

	<u>portions between SW 117 Avenue to SW 122 Avenue and not abutting Phase IIB of the South Dade Logistics and Technology District</u>			
<u>2724</u>	<u>Construction of north half of 100', 4-lane roadway SW 268 Street with center shared left turn lane, inclusive of a 5' bicycle lane with 2' buffer and 6' sidewalk on the north side between SW 107 Avenue to SW 117 Avenue and abutting Phase IIB of the South Dade Logistics and Technology District from SW 117 Avenue to SW 119 Avenue</u>	<u>20252030</u>	<u>\$2,014,486,000</u>	<u>507.5, except 507.3 where abutting Phase IIB</u>
<u>28</u>	<u>Construction of north half of 100', 4-lane roadway SW 268 Street with center shared left turn lane, inclusive of a 5' bicycle lane with 2' buffer and 6' sidewalk on the north side from SW 117 Avenue and SW 119 Avenue and not abutting Phase IIB of the South Dade Logistics and Technology District</u>	<u>2040</u>	<u>\$386,000</u>	<u>507.4</u>
<u>29</u>	<u>Construction of west half of 80', 2-lane</u>	<u>2025</u>	<u>\$1,300,000</u>	<u>507.3</u>

	<u>SW 107 Avenue roadway with center shared left turn lane, inclusive of 10' shared use pedestrian/bicycle path and 6' landscape strip on west side abutting Phase I of the South Dade Logistics and Technology District</u>			
<u>30</u>	<u>Construction of west half of 80', 2-lane SW 107 Avenue roadway with center shared left turn lane, inclusive of 10' shared use pedestrian/bicycle path and 6' landscape strip on west side abutting Phase III of the South Dade Logistics and Technology District</u>	<u>2040</u>	<u>\$1,300,000</u>	<u>507.4</u>
<u>3125</u>	<u>Construction of east half of 100', 4-lane SW 112 Avenue roadway with center shared left turn lane, inclusive of 10' shared use pedestrian/bicycle paths and 6' landscape stripsstrip abutting Phase III of the South Dade Logistics and Technology District.</u> <u>Applicants may propose an alternative</u>	<u>20252030</u>	<u>\$2,230,840.00</u> <u>0</u>	<u>507.3</u> <u>507.4</u> <u>Subject to</u> <u>Special District</u> <u>Text</u>

	<u>section/alignment for the SW 112 Avenue bridge for review and approval by the Director of DTPW prior to construction</u>			
<u>32</u>	<u>Construction of east half of 100', 4-lane SW 112 Avenue roadway with center shared left turn lane, inclusive of 10' shared use pedestrian/bicycle paths and 6' landscape strip abutting Phase II of the South Dade Logistics and Technology District</u>	<u>2030</u>	<u>\$840,000</u>	<u>507.3</u>
<u>3326</u>	<u>Construction Widening of 100', 4-lane SW 112 Avenue roadway with center shared left turn lane, (if required), inclusive of 10' shared use pedestrian/bicycle path and 6' landscape strip(s) abutting Phase III of the South Dade Logistics and Technology District</u>	<u>2040/2030</u>	<u>\$2,540,000</u>	<u>507.4</u>
<u>3427</u>	<u>Construction of 80', 2-lane SW 117 Avenue roadway with center shared left turn lane, inclusive of 10' shared use pedestrian/bicycle paths and 6'</u>	<u>2025/2040/2030</u>	<u>\$902,000</u>	<u>507.3 (travel lanes and west shared use path)</u> <u>507.4 (all other improvements)</u>

	landscape strips from SW 256 Street to SW 261 Street SFWMD's C-102 canal.			
3528	Construction of 80'40' , 2-lane SW 117 Avenue roadway with center shared left turn lane, inclusive of 10' shared use pedestrian/bicycle paths and 6' landscape strips strip from SW 264 SFWMD's C-102 canal to SW 268 Street to SW 264 Street.	20402030	\$595,000	507.45
3629	Construction of a crossing over the SFWMD's C-102 canal at SW 117 Avenue.	20402030	\$23,000,000	507.3
37	Construction of 80', 2-lane SW 117 Avenue roadway with center shared left turn lane, inclusive of 10' shared use pedestrian/bicycle paths and 6' landscape strips from SW 264 Street to SW 268 Street	2025/2040	\$738,000	507.3 (east half) and 507.4 (west half)
38-30	Construction of 70', 2-lane SW 122 Avenue roadway, inclusive of 10' shared use pedestrian/bicycle	20402030	\$220,000	507.45

	path on east side between C-102 canal and SW264SW 264 Street			
39	Funding of widening of SW 127 Avenue Between SW 216 Street and SW 232 Street from two to four lanes	2025	\$6,564,846	507.3
4034	Funding of widening of SW 112 Avenue from four to six lanes between SW 216 Street and SW 232 Street-	20252030	\$6,055,200	507.3 500
4135	Funding of widening of SW 248 Street from two to four lanes between SW 127 Avenue and US 1	20252030	\$6,564,846	507.3 500

* * *

CAPITAL IMPROVEMENTS ELEMENT LIST OF FUNDING SOURCES

* * *

Impact Fees/Exactions

* * *

- 500 Road Impact Fees
- 501 Park Impact Fees
- 507 Developer Fees/Donation
- 507.1 Developer Fees/Donation Responsibility/Construct or Cause to Construct - American Dream Miami (May 2016 CDMP Amendment Application No. 5)
- 507.2 Developer Fees/Donation Responsibility / Construct or Cause to Construct - May 2016 CDMP Amendment Application No. 6 Property Owners
- 507.3 Developer Fees/Donation/Construct or Cause to Construct – [Phases I and Phase II CDMP2021003](#) pursuant to Development Agreement
- 507.4 Developer Fees/Donation/Construct or Cause to Construct – Phase [I CDMP2021003](#)

| 507.5 Developer Fees/Donation/Construct or Cause to Construct – Phase III

CDMP2021003

520 Water Connection Charges

521 Wastewater Connection Charges

Holland & Knight

701 Brickell Avenue, Suite 3300 | Miami, FL 33131 | T 305.789.7783 | F 305.679.6302
Holland & Knight LLP | www.hklaw.com

Juan J. Mayol, Jr.
(305) 789-7787
juan.mayol@hklaw.com

VIA ELECTRONIC MAIL
Adrienne.Burke@miamidade.gov

August 31, 2022

RECEIVED 9/2/22
RER Planning

Adrienne Burke, AICP, Esq.
Principal Planner
Miami-Dade County
RER - Planning Division
111 NW 1st Street, 12th Floor
Miami, FL 33128

Re: Aligned Real Estate Holdings LLC, Et Al. / CDMP20210003

Dear Adrienne:

On behalf of the Co-Applicants on the above referenced application, attached for your review and for uploading onto Energov are revised drafts of the proposed Declaration of Restrictions for each of the following phases: Phase IIA, Phase IIB, Phase IIC, and Phase IID. By way of summary, the revisions are intended to implement the substantially reduced development program reflected in the revised text of the proposed South Dade Logistics and Technology District Special District and the accompanying Development Agreement submitted to your Department earlier today.

Please let me know if you have any questions about the proposed revisions to the Declarations.

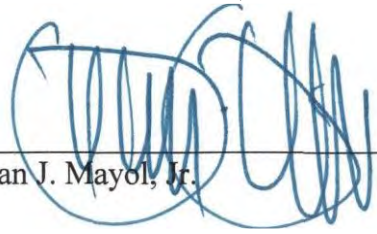
Thank you!

Sincerely,

HOLLAND & KNIGHT, LLP

By: _____

Juan J. Mayol, Jr.



JJM:sf

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This instrument was prepared by:

Name: Juan J. Mayol, Jr., Esq.
Holland & Knight, LLP
Address: 701 Brickell Avenue, Suite 3300
Miami, FL 33131

RECEIVED 9-2-22
RER Planning

(Space reserved for Clerk)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned **D.A.P. Land Holdings LLC**, a Florida limited liability company, and **Barry M. Brant, as Trustee** (collectively, the “Owners”), are the owners of that certain parcel of land in Miami-Dade County, Florida, described in **Exhibit "A"**, attached hereto, and hereinafter called the "Property", which is supported by the Opinion of Title submitted with this Declaration;

WHEREAS, the Property is a portion of the ~~793.28~~ 379.07 acre application area (the "Application Area") covered by Amendment CDMP20210003 (the "Application") to the Miami-Dade County Comprehensive Development Master Plan (the “CDMP”);

WHEREAS, the Application seeks, among other things, to bring the Application Area within the County’s Urban Development Boundary and re-designate the Application Area from “Agriculture” to “Special District - South Dade Logistics & Technology District” on the Miami-Dade County's CDMP adopted Land Use Plan (“LUP”) map;

WHEREAS, Phases I, II and III of the South Dade Logistics & Technology District are ~~together~~ collectively proposed to be developed with up to ~~5,027,003~~ 5,911,961 square feet of Logistics Centers, Warehouses, Maintenance and Repair Facilities, Office Buildings and Parks,

#154515222v89<ACTIVE> - SDIP CDMP Declaration -- Phase IIA

Light Manufacturing, and Wholesale Showrooms; ~~100,000~~85,000 square feet of Commercial Uses; and up to 150 Hotel Rooms (subject to Development Equivalency adjustments);

WHEREAS, the Property has been identified as Phase IIA of the South Dade Logistics & Technology District (the "District");

WHEREAS, Phase IIA is one phase of a four phase development that comprises Phase II of the Application Area; and

WHEREAS, the four phase development that comprises Phase II will not exceed ~~2,350,068~~2,574,756 square feet of logistics centers, warehouses, maintenance and repair facilities, office buildings and parks, light manufacturing, wholesale showrooms and up to 80,000 square feet of commercial development and a 150 room hotel, subject to the transfer of additional floor area from other phases in the District and to Development Equivalency adjustments, as permitted in the CDMP District text.

NOW, THEREFORE, in order to assure Miami-Dade County that the representations made by the owner during consideration of the Application will be abided by, the Owner freely, voluntarily and without duress makes the following Declaration of Restrictions covering and running with the Property:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Development Limits**. Unless adjusted through the transfer of additional floor area from other Phases in the District, as contemplated in the text of the CDMP, development of the Property shall be limited to a maximum of ~~1,983,120~~1,944,308 square feet of industrial development, including, but not limited to, logistic centers, warehouses,

maintenance and repair facilities, office buildings and parks, light manufacturing and wholesale showrooms together with uses accessory and ancillary thereto (subject to modification to the extent permitted by the Development Equivalency provisions attached to this Declaration as **Exhibit “B”**) in accordance with the minimum and maximum development standards in the adopted South Dade Logistics & Technology District.

3. **Prohibited Uses.** The uses listed in **Exhibit “C”** shall not be permitted on the Property.
4. **Hiring.** The Owner agrees to comply with the hiring commitments listed in **Exhibit “D”** to this Declaration to ensure that employment opportunities prioritize the local workforce.
5. **Compliance with Policy LU-8H of the CDMP.** In compliance with Policy LU-8H, the Owner has filed a concurrent zoning application covering the Property, which application is identified by Public Hearing No. Z2021000050 (the "Zoning Application"). In connection with the Zoning Application, the Owner has executed that certain Development Agreement, dated of even date herewith, by and among the Owner, Miami-Dade County and other owners of property within ~~Phases I and~~Phase II of the District (the "Development Agreement"), which outlines a number of measures designed to mitigate the impact of the proposed development of the District, including the Property, on the County's public services and facilities, and to ensure consistency with the CDMP. The Owner agrees that the development of the Property will be subject to the terms of the Development Agreement, as may be amended.

MISCELLANEOUS

Covenant Running with the Land. This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. The Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Declaration does not in any way obligate or provide a limitation on the County.

Term. This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the then owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by Miami-Dade County.

Modification, Amendment, Release. This Declaration of Restrictions may be modified, amended or released as to the Property, or any portion thereof, by a written instrument executed by the then owner(s) of the property, including jointers of all mortgagees, provided that the same is also approved by the Board of County Commissioners of Miami-Dade County, Florida. Any such modification, amendment or release shall be subject to the provisions governing amendments to Comprehensive Plans, as set forth in Chapter 163, Part II, Florida Statutes or successor legislation that may, from time to time, govern amendments to Comprehensive Plans (hereinafter "Chapter 163"). Such modification, amendment or release shall also be subject to the provisions governing amendments to the CDMP as set forth in Section 2-116.1 of the Code of Miami-Dade County, or successor regulations governing modifications to the CDMP. In the event that the property is incorporated within a new municipality or annexed into an existing municipality, and the successor municipality amends, modifies, or declines to adopt the provisions of Section 2-116.1 of the Miami-Dade County Code, then modifications, amendments or releases of this Declaration shall be subject to Chapter 163 and the provisions of such ordinances as may be adopted by such successor municipality for the adoption of amendments to

its comprehensive plan; or, in the event that the successor municipality does not adopt such ordinances, subject to Chapter 163 and by the provisions for the adoption of zoning district boundary changes. It is provided, however, that in the event that the successor municipality approves a modification or deletion of this Declaration of Restrictions, such modification or deletion shall not be effective until approved by the Board of County Commissioners, in accordance with applicable procedures. Should this Declaration be so modified, amended, or released, the Director of the Department of Regulatory and Economic Resources or the executive officer of a successor department, or, in the absence of such Director or executive officer, by his or her assistant in charge of the office in his/her absence, shall execute a written instrument effectuating and acknowledging such modification, amendment, or release.

Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

County Inspections. As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

Authorization for Miami-Dade County (or successor municipality) to Withhold Permits and Inspections. In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County (or successor municipality) is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this declaration is complied with.

Election of Remedies. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an

election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

Presumption of Compliance. Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County (or successor municipality), and inspections made and approval of occupancy given by the County (or successor municipality), then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

Severability. Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion

Recordation and Effective Date. This Declaration shall be filed of record in the public records of Miami-Dade County, Florida. This Declaration shall become effective immediately upon approval of the Application. Notwithstanding the previous sentence, if any appeal is filed, and the disposition of such appeal results in the denial of the Application, in its entirety, then this Declaration shall be null and void and of no further effect. Upon the disposition of an appeal that results in the denial of the Application, in its entirety, and upon written request, the Director of the Department of Regulatory and Economic Resources or the executive officer of the successor of said department, or in the absence of such director or executive officer by his/her assistant in charge of the office in his/her absence, shall forthwith execute a written instrument, in recordable form, acknowledging that this Declaration is null and void and of no further effect.

Acceptance of Declaration. The Owner acknowledges that acceptance of this Declaration does not obligate the County in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the Board of County Commissioners retains its full power and authority to deny each such application in whole or in part and decline to accept any conveyance.

Owners. The term Owners shall include all heirs, assigns, and successors in interest.

[Execution Pages to Follow]

| #154515222v89<ACTIVE> - SDIP CDMP Declaration -- Phase IIA

HK DRAFT: 8.31.22

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Restrictions as of this ____ day of May, 2022.

WITNESSES:

D.A.P. LAND HOLDINGS, LLC, a Florida limited liability company

Signature

By: _____

Name: _____

Title: _____

Printed Name

Signature

Printed Name

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence [] or online notarization [] by _____, as D.A.P Land Holdings, LLC, on behalf of said company.

He is personally known to me or has produced _____, as identification.

Witness my signature and official seal this ____ day of _____, 2022, in the County and State aforesaid.

Signature

Notary Public-State of _____

Print Name

My Commission Expires:

| #154515222v89<ACTIVE> - SDIP CDMP Declaration -- Phase IIA

H K DRAFT: 8.31.22

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Restrictions as of this ____ day of May, 2022.

WITNESSES:

BARRY M. BRANT, as Trustee of the Homestead 117-264 Land Trust u/i/d March 3, 2005

Signature

By: _____

Name: _____

Title: _____

Printed Name

Signature

Printed Name

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence [] or online notarization [] by Barry Brant, as Trustee of the Homestead 117-264 Land Trust u/i/d March 3, 2005, LLC, on behalf of Trust.

He is personally known to me or has produced _____, as identification.

Witness my signature and official seal this ____ day of _____, 2022, in the County and State aforesaid.

Signature

Notary Public-State of _____

Print Name

My Commission Expires:

| #154515222v89<ACTIVE> - SDIP CDMP Declaration -- Phase IIA

HK DRAFT: 8.31.22

**JOINDER BY MORTGAGEE
CORPORATION**

The undersigned, LION FINANCIAL, LLC, a Florida limited liability company (the "Mortgagee"), being the owner and holder of that certain Mortgage and Security Agreement (the "Mortgage"), under that certain mortgage by SANTA CLARA DADE, LLC, LIVE OAK PARTNERS, L.L.C. and BARRY M. BRANT, as Trustee of the 107-184 Land Trust under Land Trust Agreement dated March 22, 2004 and as Trustee of the Homestead 117-264 Land Trust u/i/d 3/3/05 (collectively, "Mortgagor"), recorded in Official Records Book 28033, Page 1152, in the Public Records of Miami-Dade County, Florida, as amended by that certain Corrective Mortgage recorded in Official Records Book 30661, Page 3294 of the Public Records of Miami-Dade County, covering a portion of the real property described in the foregoing Declaration of Restrictions, does hereby consent to the execution of this Declaration of Restrictions, by BARRY M. BRANT, as Trustee of the Homestead 117-264 Land Trust u/i/d 3/3/05, and agree that in the event Mortgagee or any other party shall obtain title to the property through foreclosure or deed-in-lieu of foreclosure, this Declaration of Restrictions, shall be binding upon the entity obtaining title as the then owner of such property.

IN WITNESS WHEREOF, these presents have been executed this ____ day of _____, 2022.

WITNESSES:

LION FINANCIAL, LLC

By: _____
Title: _____
Print or Type Name _____ Print name: _____
Address: _____

Print or Type Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence [] or online notarization [] by _____ the _____ of Lion Financial, LLC, a Florida limited liability company, on behalf of the company.

He/She is personally known to me or has produced _____, as identification.

Witness my signature and official seal this ____ day of _____, 2022, in the County and State aforesaid.

Signature
Notary Public-State of _____

My Commission Expires:

Print Name

#154515222v89<ACTIVE> - SDIP CDMP Declaration -- Phase IIA

HK DRAFT: 8.31.22

**JOINDER BY MORTGAGEE
CORPORATION**

The undersigned, LION BAHAMAS, LLC, a Florida limited liability company (the "Mortgagee"), being the owner and holder of that certain Mortgage recorded in Volume 11680, Page 261 of the land records of the Bahamas, made by Manuel Diaz Farms, Inc., a Florida corporation, Diaz Landscaping & Nursery, Inc., a Florida corporation, Manuel C. Diaz and Barbara Diaz, husband and wife (collectively, the "Mortgagor"), as amended by that certain Cross Default and Cross Collateralization Agreement, by and among the Mortgagee, the Mortgagor, and certain other parties, including BARRY M. BRANT, as Trustee of the Homestead 117-264 Land Trust u/i/d 3/3/05, recorded in Official Records Book 31703, Page 2484, of the Public Records of Miami-Dade County, Florida, covering a portion of the real property described in the foregoing Declaration of Restrictions, does hereby consent to the execution of this Declaration of Restrictions, by BARRY M. BRANT, as Trustee of the Homestead 117-264 Land Trust u/i/d 3/3/05, and agree that in the event Mortgagee or any other party shall obtain title to the property through foreclosure or deed-in-lieu of foreclosure, this Declaration of Restrictions, shall be binding upon the entity obtaining title as the then owner of such property.

IN WITNESS WHEREOF, these presents have been executed this ____ day of _____, 2022.

WITNESSES:

LION BAHAMAS, LLC

By: _____

Title: _____

Print or Type Name _____ Print name: _____

Address: _____

Print or Type Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence [] or online notarization [] by _____ the _____ of Lion Bahamas, LLC, a Florida limited liability company, on behalf of the company.

He/She is personally known to me or has produced _____, as identification.

Witness my signature and official seal this ____ day of _____, 2022, in the County and State aforesaid.

Signature
Notary Public-State of _____

My Commission Expires:

Print Name

#154515222v89<ACTIVE> - SDIP CDMP Declaration -- Phase IIA

H K DRAFT: 8.31.22

**EXHIBIT A
PHASE IIA PROPERTY**

PARCEL 120:

THAT PARCEL OF LAND LYING NORTH AND EAST OF THE CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT CANAL 102 RIGHT-OF-WAY.

A PARCEL OF LAND IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 56 SOUTH, RANGE 39 EAST OF MIAMI-DADE COUNTY, FLORIDA; BEING PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 25, THENCE RUN N88°56'32" E ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 FOR A DISTANCE OF 334.73 FEET; THENCE RUN S00°33'23" W ALONG THE EAST LINE OF THE WEST 1/4 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 25, FOR A DISTANCE OF 824.47 FEET; THENCE RUN S89°12'37" W FOR A DISTANCE OF 42.58 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 42°35'17", A RADIUS OF 430.00 FEET, FOR ARC DISTANCE OF 319.62 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE RUN N00°36'38" W ALONG WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25, FOR A DISTANCE OF 709.46 FEET TO THE POINT OF BEGINNING, LESS THE NORTH 330 FEET THEREOF.

PARCEL 123

THE EAST 3/4 OF THE NORTH 1/2 OF SOUTHWEST 1/4 OF SOUTHEAST 1/4 LESS THE NORTH 330 FEET, SECTION 25, TOWNSHIP 56 SOUTH, RANGE 39 EAST, LYING NORTH OF THE C102-1 CANAL AND BEING IN MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 25, THENCE RUN N88°56'32"E ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 FOR A DISTANCE OF 334.73 FEET; THENCE RUN S00°33'23"E ALONG THE EAST LINE OF THE WEST 1/4 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 25, FOR A DISTANCE OF 330.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°33'11"E ALONG THE EAST LINE OF THE WEST 1/4 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 FOR A DISTANCE OF 349.44 FEET, THENCE RUN N89°12'50"E ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 FOR A DISTANCE OF 1002.21

FEET; THENCE RUN N00°23'21"W FOR A DISTANCE OF 354.16 FEET, THENCE RUN S88°56'41"W FOR A DISTANCE OF 1003.26 FEET TO THE POINT OF BEGINNING.

PARCEL 48

THAT PORTION OF THE EAST 3/4 OF THE SOUTH 1/4 OF THE NORTHEAST 1/4 LYING SOUTH OF STATE ROAD 821 AND THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, OF SECTION 25, TOWNSHIP 56 SOUTH, RANGE 39 EAST, LYING IN MIAMI-DADE COUNTY, FLORIDA, ALSO DESCRIBED AS:

COMMENCE AT THE NORTHEAST CORNER OF THE SE 1/4 OF SECTION 25, TOWNSHIP 54 SOUTH, RANGE 39 EAST, MIAMI-DADE FLORIDA; THENCE RUN S 00°10'27" EAST FOR A DISTANCE OF 345.25 FEET; THENCE RUN S 88°32'34" WEST FOR A DISTANCE OF 1342.96 FEET; THENCE RUN N 00°23'21" WEST FOR A DISTANCE OF 342.09 FEET; THENCE RUN S 88°24'34" WEST FOR A DISTANCE OF 319.48 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE HOMESTEAD EXTENSION OF FLORIDA'S TURNPIKE (SR 821); THENCE RUN N 78°33'32" EAST ALONG THE SOUTHEASTERLY LINE OF SAID STATE ROAD NO. 821 FOR A DISTANCE OF 1692.20 FEET; THENCE RUN S 00°54'28" FEET EAST FOR A DISTANCE OF 289.52 FEET TO POINT OF BEGINNING.

PARCEL 121

THE NW 1/4 OF THE SE 1/4 OF SECTION 25, TOWNSHIP 56 SOUTH, RANGE 39 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA; LESS THE FOLLOWING FOR RIGHT-OF-WAY OF SR 821; BEGINNING AT THE NORTHWEST CORNER OF THE SE 1/4 OF SAID SECTION 25; THENCE RUN EASTWARDLY ALONG THE NORTHERN LINE OF SAID SE 1/4 FOR A DISTANCE OF 1025.40 FEET TO A POINT; THENCE RUN S 76°22'12" W FOR A DISTANCE OF 1051.81 FEET TO A POINT IN THE WESTERN LINE OF SAID SE 1/4; THENCE RUN NORTHWARDLY ALONG THE WESTERN LINE OF SAID SE 1/4 FOR A DISTANCE OF 219.47 FEET TO THE POINT OF BEGINNING, ALSO DESCRIBED AS:

COMMENCE AT THE NORTHWEST CORNER OF THE SE 1/4 OF SECTION 25, TOWNSHIP 56 SOUTH, RANGE 39 EAST, OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN S 00°36'30" EAST FOR A DISTANCE OF 219.53 FEET TO A POINT OF BEGINNING; THENCE CONTINUE S 00°36'30" EAST FOR A DISTANCE OF 1136.21 FEET; THENCE RUN N 88°56'42" FOR A DISTANCE OF 1338.93 FEET; THENCE RUN N 00°23'22" WEST FOR A DISTANCE OF 318.92 FEET TO A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF HOMESTEAD EXTENSION OF FLORIDA'S TURNPIKE (SR 821); THENCE RUN S 76°22'12" WEST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID SR 821 FOR A DISTANCE OF 1052.31 FEET TO A POINT OF BEGINNING.

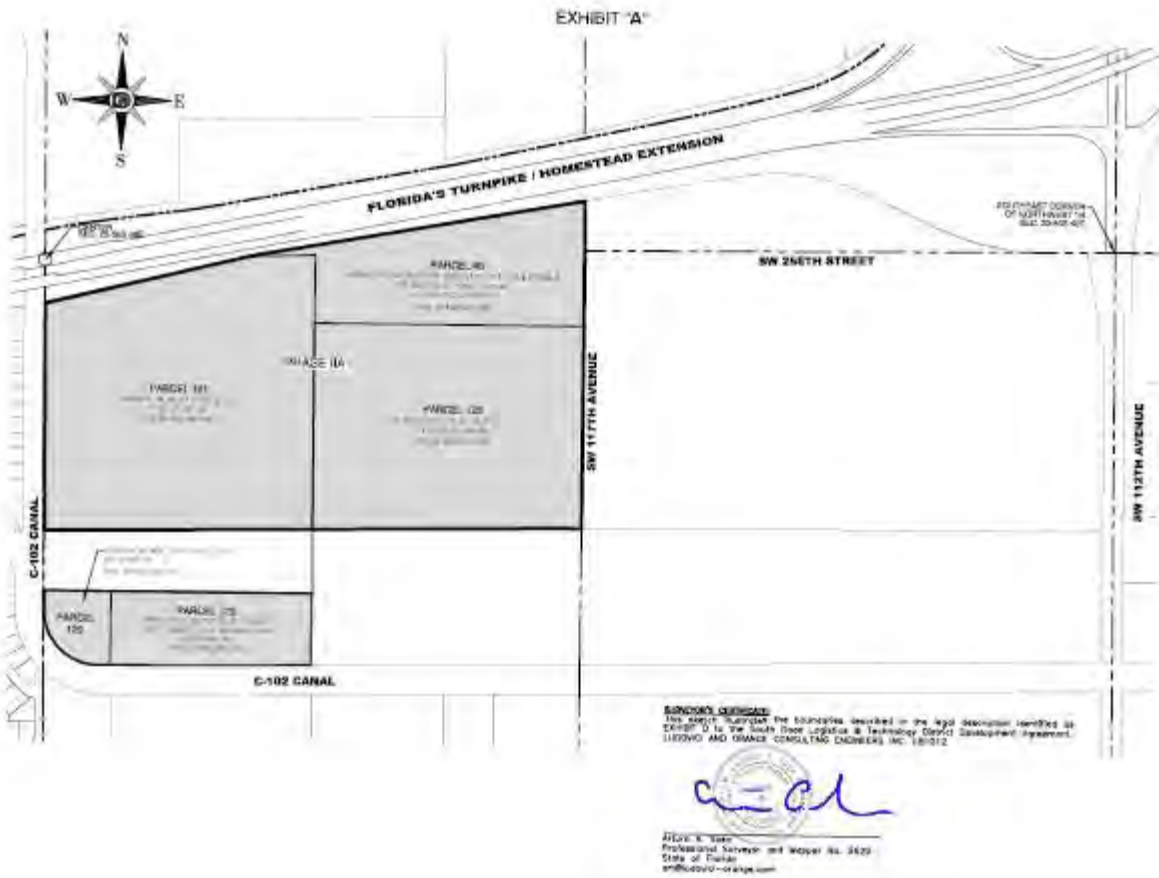
PARCEL 125

THE SOUTH 3/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 56 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA, ALSO DESCRIBED AS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, RUN N 88°56'32" E ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 25 FOR A DISTANCE OF 1338.93 FEET TO THE POINT OF BEGINNING; THENCE RUN N 00°23'21" W NORTHERLY ALONG THE CENTER LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25 FOR A DISTANCE OF 1026.27 FEET; THENCE RUN N 88°32'34" E EASTERLY ALONG THE SOUTH LINE OF THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25 FOR A DISTANCE OF 1342.96 FEET; THENCE RUN S 00°10'27" E SOUTHERLY ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 25 FOR A DISTANCE OF 1035.14 FEET; THENCE RUN S 88°56'41" W FOR A DISTANCE OF 1338.94 FEET TO THE POINT OF BEGINNING.

#154515222v89<ACTIVE> - SDIP CDMP Declaration -- Phase IIA

H K DRAFT 8.0




H K DRAFT

EXHIBIT “B”

VEHICLE TRIP RATES AND EQUIVALENCY MATRIX

Cumulative Trip Generation Summary for Phase II*								
Use	Size	Daily	Weekday Morning Peak Hour			Weekday Afternoon Peak Hour		
			In	Out	Total	In	Out	Total
Warehousing	2,674,766 SF	4,183	293	87	380	109	280	389
Retail	80,000 SF	8,841	171	107	278	236	288	504
Hotel	150 Rooms	1,061	38	26	64	35	35	70
Total		14,085	502	220	722	380	583	963

*Pursuant to the CDMP Special District text, transfers of development rights between phases and subphases are permitted provided the total afternoon peak hour trips for Phases II does not exceed 963 pm peak hour external trips.




South Dade Industrial Park UDB/CDMP Application Afternoon Peak Hour Land Use Equivalency Matrix (Phase II Only)*					
Land Use: From	Trips per: 1,000 SF or Hotel Rooms	Units	Land Use: To		
			Warehouse KSF	Retail KSF	Hotel Rooms
Warehousing	0.1511	KSF	1.0000	0.0240	0.3237
Retail	6.3000	KSF	41.6991	1.0000	13.5000
Hotel	0.4667	Rooms	3.0888	0.0741	1.0000

Trip Exchange Rate Examples		
Exchange Example 1	Warehouse to Retail	To Convert 10,000 square feet of Warehouse to Shopping Center: $10 \times 0.0240 = 0.240$ KSF of Retail or 240 square feet of Retail. 10,000 square feet of Warehouse is equivalent to 240 square feet of Retail.
Exchange Example 2	Retail to Hotel	To Convert 15,000 square feet of Shopping Center to Hotel (rooms): $15 \times 13.5000 = 202.5$ Hotel (rooms). 15,000 square feet of Shopping Center is equivalent to 203 Hotel (rooms).
Exchange Example 3	Hotel to Warehouse	To Convert 100 Hotel (rooms) to Warehouse: $100 \times 3.0888 = 308.88$ KSF of Warehouse or 308,880 square feet of Warehouse. 100 Hotel rooms is equivalent to 308,880 square feet of Warehouse.
Exchange Example 4	Retail to Warehouse	To Convert 10,000 square feet of Retail to Warehouse: $10 \times 41.6991 = 416.991$ of Warehouse. 10,000 square feet of Shopping Center is equivalent to 416,991 square feet of Shopping Center.

*Pursuant to the CDMP Special District text, transfers of development rights between phases and subphases are permitted provided the total afternoon peak hour trips for Phases II does not exceed 963 pm peak hour external trips.


Prepared: 2022-08-29



South Dade Industrial Park UDB/CDMP Application
Afternoon Peak Hour Land Use Equivalency Matrix (Phases I & II Only)

Land Use: From	Trips per: 1,000 SF or Hotel Rooms	Units	Land Use: To					
			Warehouse	Shopping Center	Hotel	Fast Food with Drive-Through	Drive In Bank	Super Convenience Market/Gas Station
			KSF	KSF	Rooms	KSF	KSF	KSF
			0.1367	4.6429	0.1200	11.5698	13.3333	15.6061
Warehousing	0.1367	KSF	1.0000	0.0294	1.1388	0.0118	0.0102	0.0088
Shopping Center	4.6429	KSF	33.9733	1.0000	38.6905	0.4013	0.3482	0.2975
Hotel	0.1200	Rooms	0.8781	0.0258	1.0000	0.0104	0.0090	0.0077
Fast Food with Drive-Through	11.5698	KSF	84.6598	2.4919	96.4147	1.0000	0.8677	0.7414
Drive In Bank	13.3333	KSF	97.5643	2.8718	111.1111	1.1524	1.0000	0.8544
Super Convenience Market/Gas Station	15.6061	KSF	114.1946	3.3613	130.0505	1.3489	1.1705	1.0000
Trip Exchange Rate Examples								
Exchange Example 1	Warehouse to Retail	To Convert 10,000 square feet of Warehouse to Shopping Center: $10 \times 0.0294 = 0.294$ KSF of Shopping Center or 294 square feet of Shopping Center. 10,000 square feet of Warehouse is equivalent to 294 square feet of Shopping Center.						
Exchange Example 2	Shopping Center to Hotel	To Convert 15,000 square feet of Shopping Center to Hotel (rooms): $15 \times 38.6905 = 580.36$ Hotel (rooms). 15,000 square feet of Shopping Center is equivalent to 580 Hotel (rooms).						
Exchange Example 3	Hotel to Warehouse	To Convert 100 Hotel (rooms) to Warehouse: $100 \times 0.8781 = 87.81$ KSF of Warehouse or 87,810 square feet of Warehouse. 100 Hotel rooms is equivalent to 87,810 square feet of Warehouse.						
Exchange Example 4	Retail to Warehouse	To Convert 10,000 square feet of Shopping Center to Warehouse: $10 \times 33.9733 = 339.9733$ KSF of Warehouse. 10,000 square feet of Shopping Center is equivalent to 339,733 square feet of Shopping Center.						

Prepared: 2021-11-04



Uses	Size		Trip Rate	Trips
Warehousing	2,676,935	SF	0.1367	365
Shopping Center	20,000	SF	4.6429	93
Total				458

Land Uses	Size		Trip Rate	Trips
Warehousing	2,350,068	SF	0.1367	321
Shopping Center	36,000	SF	4.6429	168
Hotel	150	Rooms	0.1200	18
Fast Food w Drive-Through	34,400	SF	11.5698	398
Drive In Bank	3,000	SF	13.3333	40
Super Convenience Market/Gas Station	6,600	SF	15.6061	103
Total				1,048

#154515222v89<ACTIVE> - SDIP CDMP Declaration -- Phase IIA

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XHIBI “EXHIBIT “C”

PROHIBITED USES

1. Adult entertainment uses.
2. Aircraft hangars and repair shops.
3. Amusement center.
4. Animal hospitals.
5. Armories.
6. Auditoriums.
7. Auto painting, top and body work, except as accessory to a permitted use.
8. Automotive repairs, except as accessory to a permitted use.
9. Billiard rooms and pool rooms.
10. Blacksmith, gas steam fitting shops.
11. Boat or yacht repairing or overhauling, or boat building.
12. Boats slips used for the tying up of boats for the purpose of overhauling or repairing.
13. Bowling alleys.
14. Cabinet shops, except as accessory to a permitted use.
15. Canning factories.
16. Carpet cleaning.
17. Clubs, private.
18. Commercial chicken hatcheries.
19. Construction debris materials recovery transfer facility.
20. Contractor yards (offices permitted)
21. Dancing halls or dancing academies.
22. Dispensing facilities for medical cannabis.
23. Dog Kennels.
24. Dog and pet hospitals.
25. Donated goods centers.
26. Dredging base.
27. Dry cleaning and dyeing plants.
28. Dynamite storage.
29. Engine service, except as accessory to a permitted use.
30. Fertilizer storage, except as accessory to a permitted use.
31. Glass installations, except as accessory to a permitted use.
32. Grinding shops, except as accessory to a permitted use.
33. Home improvement center (as defined in Section 33-247)
34. Home improvement warehouse (as defined in Section 33-259).
35. Ice Manufacturing, except as accessory to a permitted use.
36. Insecticide, mixing, packaging and storage, except as accessory to a permitted use.
37. Jewelry loan center.
38. Livery stables.
39. Lumberyards.
40. Machine shops, except as accessory to a permitted use.

41. Marine warehouses.
42. Mattress manufacturing and renovating.
43. Metalizing processes.
44. Milk or ice distribution stations, except as accessory to a permitted use.
45. Novelty works manufacturing (storage, wholesale sales and distribution permitted)
46. Manufacturing of cement and clay products, such as concrete blocks, pipe, etc., except that storage and distribution of cement and clay products will be permitted.
47. Medical observation domitory.
48. Mortuaries or funeral homes.
49. Natatoriums.
50. Open-air theaters.
51. Ornamental metal workshops, except as accessory to a permitted use.
52. Oxygen storage and filling of cylinders, except as accessory to a permitted use.
53. Petroleum products storage tanks, except as part of service station open to the public or a private fueling station serving a permitted use.
54. Power or steam laundries.
55. Printing shops, except as accessory to a permitted use.
56. Pubs and bars.
57. Railroad shops.
58. Religious facilities.
59. Residential uses, including mixed-use development.
60. Rock and sand yards.
61. Sawmills.
62. Self-service mini-warehouse.
63. Shipyards and dry docks.
64. Skating rinks.
65. Soap manufacturing.
66. Steel fabrication, except as accessory to a permitted use.
67. Taxidermy.
68. Textile, hosiery, and weaving mills.
69. Upholstery shops, except as accessory to a permitted use.
70. Veterinarians.
71. Vulcanizing.
72. Welding supplies, except as accessory to a permitted use.
73. Wood and coal yards, except as accessory to a permitted use.

| #154515222v89<ACTIVE> - SDIP CDMP Declaration -- Phase IIA

EXHIBIT D

HIRING COMMITMENTS

1. Local Workforce Training and Placement. Developer(s) shall exercise commercially reasonable efforts (a) to consult and coordinate with the County's job placement, training and hiring entities; and state and/or County economic development entities regarding job training and job placement services to the County residents seeking employment opportunities with potential employers which will locate or establish businesses within the Property; (b) to achieve or to cause its general contractor(s) and subcontractors (each, individually, a "**Contractor**") to use diligent, good faith efforts to achieve the goals as outlined herein.

2. Local Preferential Hiring. (a) Developer(s) shall cause each Contractor to exercise commercially reasonable efforts to cause at least twenty percent (20%) of the employees for construction projects within the Property to be residents of the area covered by zip codes 33032, 33033 and 33039 (the "**Immediate Vicinity**"). If, despite commercially reasonable efforts, a Contractor shall be unable to procure enough employees from the Immediate Vicinity, such Contractor shall be permitted to hire such workers from outside the Immediate Vicinity as such Contractor shall deem appropriate in the exercise of its sole discretion. (b) Developer(s) shall request each tenant within the Property to exercise commercially reasonable efforts to cause at least twenty percent (20%) of its employees to be residents of the Immediate Vicinity. If, despite commercially reasonable efforts, a tenant shall be unable to procure enough employees from the Immediate Vicinity, such tenant shall then hire workers from outside the Immediate Vicinity as such tenant shall deem appropriate in the exercise of its sole discretion.

3. Job Outreach Organizations. Developer(s) shall cause each Contractor, and request each tenant, to exercise commercially reasonable efforts to post job opportunities electronically in established job outreach websites and organizations, including, without limitation, Youth Co-Op, Inc., South Florida Workforce, Florida Department of Economic Opportunity Career Source of South Florida located in Miami, their successors or assigns, and similar programs in order to attract as many eligible minority applicants for such jobs as possible.

4. Minimum Hourly Wage. In connection with the work performed by Developer(s) to construct the projects within the Property, Developer(s)

shall cause the Contractor(s) to pay a minimum hourly wage rate of fifteen dollars and zero cents (\$15.00) if health benefits are not provided to employees, and thirteen dollars and fifty cents (\$13.50) if health benefits are provided to employees. Commencing January 1st, 2022 and for the duration of the project ("**CPI Escalation Year**"), the foregoing hourly rates shall be increased on January 1st of the applicable calendar year by an amount equal to the percentage increase during the calendar year immediately prior to the CPI Escalation Year in the consumer price index ("**Index**"), which is the monthly index published by the Bureau of Labor Statistics of the United States Department of Labor as the Consumer Price Index for All Items, Miami-Ft. Lauderdale, Florida, Base Year 1982-84=100. The Index adjustment to the minimum hourly wage rates shall hereinafter be referred to as the "**CPI Escalation**". The CPI Escalation of the minimum hourly wage rates for the CPI Escalation Year shall be equal to the minimum hourly wage rates in effect for the calendar year immediately preceding the CPI Escalation Year multiplied by the CPI Percentage (as defined below). The "**CPI Percentage**" shall equal the fraction (i) whose numerator equals the monthly Index published immediately prior to the CPI Escalation Year (or the nearest reported previous month) and (ii) whose denominator is the same monthly Index published immediately prior to the calendar year that preceded the CPI Escalation Year (or the nearest reported previous month). The Index adjustment set forth herein shall not result in a reduction of the respective minimum hourly wage rates. With respect to employees of tenants within the project, Developer(s) shall request that each tenant pay its employees a minimum hourly wage as set forth above.

5. Subcontracts. Developer(s) shall exercise commercially reasonable efforts to require each Contractor to include the same minimum hourly wage rates in any contracts entered into by such Contractor with its subcontractors for projects within the Property who will stipulate and agree that they will pay the same minimum hourly wage rates, subject to adjustment, as set forth in this section.

6. Job Fairs. Developer(s) shall exercise commercially reasonable efforts to provide ten (10) full-page weekly advertisements in *The Miami Times* newspaper or another newspaper of general circulation in order to inform residents of job opportunities and job fairs prior to construction commencement. This shall be in addition to advertisements done through other job outreach websites, organizations, and efforts.

7. Monitoring of Agreement. No later than sixty (60) days prior to issuance of a development permit for the construction of vertical improvements for the project, Developer(s) will designate a third party to assist and monitor each Developer's compliance with these hiring commitments.

| #154515222v89<ACTIVE> - SDIP CDMP Declaration -- Phase IIA

H K DRAFT: 8.31.22

Document comparison by Workshare Compare on Wednesday, August 31, 2022
5:42:27 PM

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Description	#154515222v8<Active> - SDIP CDMP Declaration -- Phase IIA
Document 2 ID	iManage://HKDMS/Active/154515222/9
Description	#154515222v9<Active> - SDIP CDMP Declaration -- Phase IIA
Rendering set	standard

Legend:	
Insertion	
Deletion	
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Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

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	Count
Insertions	11
Deletions	11
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	22

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This instrument was prepared by:

Name: Juan J. Mayol, Jr., Esq.
Holland & Knight, LLP
Address: 701 Brickell Avenue, Suite 3300
Miami, FL 33131

RECEIVED 9-2-22
RER Planning

(Space reserved for Clerk)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned **Buxeda Holdings, LLC**, a Florida limited liability company (the "Owner"), is the owner of that certain parcel of land in Miami-Dade County, Florida, described in **Exhibit "A,"** attached hereto, and hereinafter called the "Property", which is supported by the Opinion of Title submitted with this Declaration;

WHEREAS, the Property is a portion of the ~~793.28~~379.07 application area (the "Application Area") covered by Amendment CDMP20210003 (the "Application") to the Miami-Dade County Comprehensive Development Master Plan (the "CDMP");

WHEREAS, the Application seeks, among other things, to bring the Application Area within the County's Urban Development Boundary and to re-designate the Application Area from "Agriculture" to "Special District - South Dade Logistics & Technology District" on Miami-Dade County's adopted Land Use Plan ("LUP") map;

WHEREAS, Phases I, II and III of the South Dade Logistics & Technology District are ~~together~~collectively proposed to be developed with up to ~~5,027,003~~5,911,961 square feet of Logistics Centers, Warehouses, Maintenance and Repair Facilities, Office Buildings and Parks, Light Manufacturing, and Wholesale Showrooms; ~~100,000~~85,000 square feet of Commercial Uses; and up to 150 Hotel Rooms (subject to Development Equivalency adjustments);

WHEREAS, the Property has been identified as Phase IIB of the South Dade Logistics & Technology District (the "District");

WHEREAS, Phase IIB is one phase of a four phase development that comprises Phase II of the Application Area; and

WHEREAS, the four phase development that comprises Phase II will not exceed ~~2,350,068~~ 2,574,756 square feet of logistics centers, warehouses, maintenance and repair facilities, office buildings and parks, light manufacturing, wholesale showrooms and up to 80,000 square feet of commercial development and a 150 room hotel, subject to the transfer of additional floor area from other phases in the District and to Development Equivalency adjustments, as permitted in the CDMP District text.

NOW, THEREFORE, in order to assure Miami-Dade County that the representations made by the owner during consideration of the Application will be abided by, the Owner freely, voluntarily and without duress makes the following Declaration of Restrictions covering and running with the Property:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Development Limits**. Unless adjusted through the transfer of additional floor area from other Phases in the District, as contemplated in the text of the CDMP, development of the Property shall be limited to a maximum of ~~366,948~~ 385,699 square feet of industrial development, including, but not limited to, logistic centers, warehouses, maintenance and repair facilities, office buildings and parks, light manufacturing and wholesale showrooms together with uses accessory and ancillary thereto (subject to modification to

the extent permitted by the Development Equivalency guidelines attached to this Declaration as **Exhibit “B”**) in accordance with the minimum and maximum development standards in the adopted South Dade Logistics & Technology District.

3. **Prohibited Uses**. The uses listed in **Exhibit “C”** shall not be permitted on the Property.
4. **Hiring**. The Owner agrees to comply with the hiring commitments listed in **Exhibit “D”** to this Declaration to ensure that employment opportunities prioritize the local workforce.
5. **Compliance with Policy LU-8H of the CDMP**. In compliance with Policy LU-8H of the CDMP, the Owner has filed a concurrent zoning application covering the Property, which application is identified by Public Hearing No. Z2021000052 (the "Zoning Application"). In connection with the Zoning Application, the Owner has executed that certain Development Agreement, dated of even date herewith, by and among the Owner, Miami-Dade County and other owners of property within ~~Phases I and~~ Phase II of the District (the "Development Agreement"), which outlines a number of measures designed to mitigate the impact of the proposed development of the District, including the Property, on the County's public services and facilities, and to ensure consistency with the CDMP. The Owner agrees that the development of the Property will be subject to the terms of the Development Agreement, as may be amended.

MISCELLANEOUS

Covenant Running with the Land. This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned Owner, and their heirs, successors and assigns until such time as

the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. The Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Declaration does not in any way obligate or provide a limitation on the County.

Term. This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the then owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by Miami-Dade County.

Modification, Amendment, Release. This Declaration of Restrictions may be modified, amended or released as to the Property, or any portion thereof, by a written instrument executed by the then owner(s) of the property, including joinders of all mortgagees, provided that the same is also approved by the Board of County Commissioners of Miami-Dade County, Florida. Any such modification, amendment or release shall be subject to the provisions governing amendments to Comprehensive Plans, as set forth in Chapter 163, Part II, Florida Statutes or successor legislation that may, from time to time, govern amendments to Comprehensive Plans (hereinafter "Chapter 163"). Such modification, amendment or release shall also be subject to the provisions governing amendments to the CDMP as set forth in Section 2-116.1 of the Code of Miami-Dade County, or successor regulations governing modifications to the CDMP. In the event that the property is incorporated within a new municipality or annexed into an existing municipality, and the successor municipality amends, modifies, or declines to adopt the provisions of Section 2-116.1 of the Miami-Dade County Code, then modifications, amendments or releases of this Declaration shall be subject to Chapter 163 and the provisions of such ordinances as may be adopted by such successor municipality for the adoption of amendments to its comprehensive plan; or, in the event that the successor municipality does not adopt such ordinances, subject to Chapter 163 and by the provisions for the adoption of zoning district boundary changes. It is provided, however, that in the event that the successor municipality approves a modification or deletion of this Declaration of Restrictions, such modification or

deletion shall not be effective until approved by the Board of County Commissioners, in accordance with applicable procedures. Should this Declaration be so modified, amended, or released, the Director of the Department of Regulatory and Economic Resources or the executive officer of a successor department, or, in the absence of such Director or executive officer, by his or her assistant in charge of the office in his/her absence, shall execute a written instrument effectuating and acknowledging such modification, amendment, or release.

Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

County Inspections. As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

Authorization for Miami-Dade County (or successor municipality) to Withhold Permits and Inspections. In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County (or successor municipality) is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this declaration is complied with.

Election of Remedies. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

Presumption of Compliance. Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County (or successor municipality),

and inspections made and approval of occupancy given by the County (or successor municipality), then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

Severability. Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion

Recordation and Effective Date. This Declaration shall be filed of record in the public records of Miami-Dade County, Florida. This Declaration shall become effective immediately upon approval of the Application. Notwithstanding the previous sentence, if any appeal is filed, and the disposition of such appeal results in the denial of the Application, in its entirety, then this Declaration shall be null and void and of no further effect. Upon the disposition of an appeal that results in the denial of the Application, in its entirety, and upon written request, the Director of the Department of Regulatory and Economic Resources or the executive officer of the successor of said department, or in the absence of such director or executive officer by his/her assistant in charge of the office in his/her absence, shall forthwith execute a written instrument, in recordable form, acknowledging that this Declaration is null and void and of no further effect.

Acceptance of Declaration. The Owner acknowledges that acceptance of this Declaration does not obligate the County in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the Board of County Commissioners retains its full power and authority to deny each such application in whole or in part and decline to accept any conveyance.

Owners. The term Owners shall include all heirs, assigns, and successors in interest.

[Execution Page to Follow]

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Restrictions as of this ____ day of _____, 2022.

WITNESSES:

Buxeda Holdings, LLC, a Florida limited liability company

Signature

By: _____

Name: _____

Title: _____

Printed Name

Signature

Printed Name

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence [] or online notarization [] by _____, as **Buxeda Holdings, LLC**, on behalf of said company.

He is personally known to me or has produced _____, as identification.

Witness my signature and official seal this ____ day of _____, 2022, in the County and State aforesaid.

Signature

Notary Public-State of _____

Print Name

My Commission Expires:

**EXHIBIT A
PHASE IIB PROPERTY**

E 1/2 OF SW 1/4 OF NW 1/4 OF NE 1/4 OF SECTION 36, TOWNSHIP 56 SOUTH RANGE
39 EAST, DADE COUNTY, FLORIDA

AND

W 1/2 OF SE 1/4 OF NW 1/4 OF NE 1/4 OF SECTION 36, TOWNSHIP 56 SOUTH RANGE
39 EAST, DADE COUNTY, FLORIDA

AND

E 1/2 OF NW 1/4 OF NW 1/4 OF NE 1/4 OF SECTION 36, TOWNSHIP 56 SOUTH RANGE
39 EAST, DADE COUNTY, FLORIDA

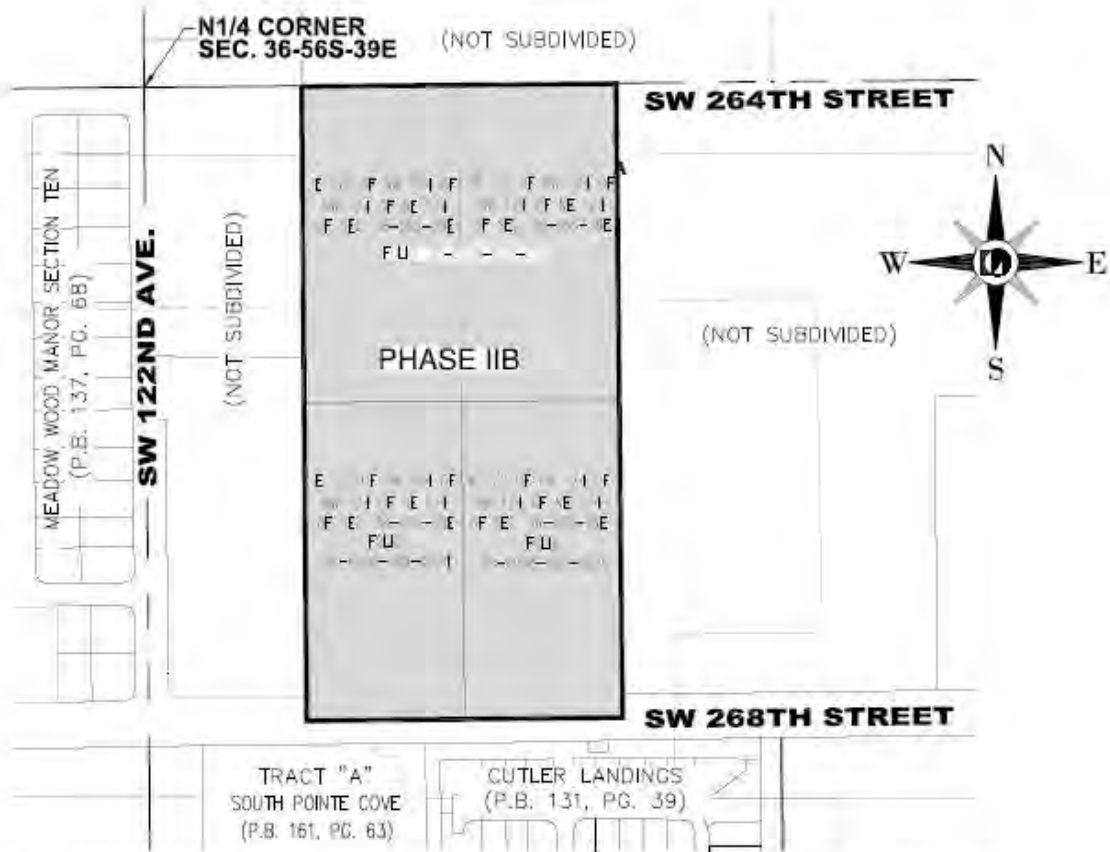
AND

W 1/2 OF NE 1/4 OF NW 1/4 OF NE 1/4 OF SECTION 36, TOWNSHIP 56 SOUTH RANGE
39 EAST, DADE COUNTY, FLORIDA

HYKORAH

H K DRAFT: 8.31.22

EXHIBIT "A"



SURVEYOR'S CERTIFICATE:

This sketch illustrates the boundaries described in the legal description identified as EXHIBIT E to the South Dade Logistics & Technology District Development Agreement. LUDOVICI AND ORANGE CONSULTING ENGINEERS INC. LB1012

Arturo A. Sosa
Professional Surveyor and Mapper No. 2629
State of Florida
art@ludovici-orange.com

EXHIBIT B

VEHICLE TRIP RATES AND EQUIVALENCY MATRIX

H K DRAFT: 8.31.22

**South Dade Industrial Park UDB/CDMP Application
Afternoon Peak Hour Land Use Equivalency Matrix (Phases I & II Only)**

Land Use: From	Trips per: 1,000 SF or Hotel Rooms	Units	Land Use: To					
			Warehouse	Shopping Center	Hotel	Fast Food with Drive-Through	Drive In Bank	Super Convenience Market/Gas Station
			KSF	KSF	Rooms	KSF	KSF	KSF
			0.1367	4.6429	0.1200	11.5698	13.3333	15.6061
Warehousing	0.1367	KSF	1.0000	0.0294	1.1388	0.0118	0.0102	0.0088
Shopping Center	4.6429	KSF	33.9733	1.0000	38.6905	0.4013	0.3482	0.2975
Hotel	0.1200	Rooms	0.8781	0.0258	1.0000	0.0104	0.0090	0.0077
Fast Food with Drive-Through	11.5698	KSF	84.6598	2.4919	96.4147	1.0000	0.8677	0.7414
Drive In Bank	13.3333	KSF	97.5643	2.8718	111.1111	1.1524	1.0000	0.8544
Super Convenience Market/Gas Station	15.6061	KSF	114.1946	3.3613	130.0505	1.3489	1.1705	1.0000
Trip Exchange Rate Examples								
Exchange Example 1	Warehouse to Retail	To Convert 10,000 square feet of Warehouse to Shopping Center: $10 \times 0.0294 = 0.294$ KSF of Shopping Center or 294 square feet of Shopping Center. 10,000 square feet of Warehouse is equivalent to 294 square feet of Shopping Center.						
Exchange Example 2	Shopping Center to Hotel	To Convert 15,000 square feet of Shopping Center to Hotel (rooms): $15 \times 38.6905 = 580.36$ Hotel (rooms). 15,000 square feet of Shopping Center is equivalent to 580 Hotel (rooms).						
Exchange Example 3	Hotel to Warehouse	To Convert 100 Hotel (rooms) to Warehouse: $100 \times 0.8781 = 87.81$ KSF of Warehouse or 87,810 square feet of Warehouse. 100 Hotel rooms is equivalent to 87,810 square feet of Warehouse.						
Exchange Example 4	Retail to Warehouse	To Convert 10,000 square feet of Shopping Center to Warehouse: $10 \times 33.9733 = 339.733$ KSF of Warehouse. 10,000 square feet of Shopping Center is equivalent to 339,733 square feet of Shopping Center.						

Prepared: 2021-11-04



Phase I Afternoon Total Trips

Uses	Size		Trip Rate	Trips
Warehousing	2,676,935	SF	0.1367	365
Shopping Center	20,000	SF	4.6429	93
Total				458


Phase II - Afternoon Total Trips

Land Uses	Size		Trip Rate	Trips
Warehousing	2,350,068	SF	0.1367	321
Shopping Center	36,000	SF	4.6429	168
Hotel	150	Rooms	0.1200	18
Fast Food w Drive-Through	34,400	SF	11.5698	398
Drive In Bank	3,000	SF	13.3333	40
Super Convenience Market/Gas Station	6,600	SF	15.6061	103
Total				1,048

DRAFT

Cumulative Trip Generation Summary for Phase II*								
Use	Size	Daily	Weekday Morning Peak Hour			Weekday Afternoon Peak Hour		
			In	Out	Total	In	Out	Total
Warehousing	2,574,756 SF	4,183	293	87	380	109	280	389
Retail	80,000 SF	8,841	171	107	278	236	268	504
Hotel	150 Rooms	1,061	38	26	64	35	35	70
Total		14,985	502	220	722	380	583	963

*Pursuant to the CDMP Special District text, transfers of development rights between phases and subphases are permitted provided the total afternoon peak hour trips for Phases II does not exceed 963 pm peak hour external trips.



South Dade Industrial Park UDB/CDMP Application
Afternoon Peak Hour Land Use Equivalency Matrix (Phase II Only)*

Land Use: From	Trips per: 1,000 SF or Hotel Rooms	Units	Land Use: To		
			Warehouse KSF	Retail KSF	Hotel Rooms
			0.1511	6.3000	0.4667
Warehousing	0.1511	KSF	1.0000	0.0240	0.3237
Retail	6.3000	KSF	41.6991	1.0000	13.5000
Hotel	0.4667	Rooms	3.0888	0.0741	1.0000

Trip Exchange Rate Examples

Exchange Example 1	Warehouse to Retail	To Convert 10,000 square feet of Warehouse to Shopping Center: $10 \times 0.0240 = 0.240$ KSF of Retail or 240 square feet of Retail. 10,000 square feet of Warehouse is equivalent to 240 square feet of Retail.
Exchange Example 2	Retail to Hotel	To Convert 15,000 square feet of Shopping Center to Hotel (rooms): $15 \times 13.5000 = 202.5$ Hotel (rooms). 15,000 square feet of Shopping Center is equivalent to 203 Hotel (rooms).
Exchange Example 3	Hotel to Warehouse	To Convert 100 Hotel (rooms) to Warehouse: $100 \times 3.0888 = 308.88$ KSF of Warehouse or 308,880 square feet of Warehouse. 100 Hotel rooms is equivalent to 308,880 square feet of Warehouse.
Exchange Example 4	Retail to Warehouse	To Convert 10,000 square feet of Retail to Warehouse: $10 \times 41.6991 = 416.991$ of Warehouse. 10,000 square feet of Shopping Center is equivalent to 416,991 square feet of Shopping Center.

*Pursuant to the CDMP Special District text, transfers of development rights between phases and subphases are permitted provided the total afternoon peak hour trips for Phases II does not exceed 963 pm peak hour external trips.

Prepared: 2022-08-29




EXHIBIT C
PROHIBITED USES

1. Adult entertainment uses.
2. Aircraft hangars and repair shops
3. Amusement center.
4. Animal hospitals.
5. Armories.
6. Auditoriums.
7. Auto painting, top and body work, except as accessory to a permitted use.
8. Automotive repairs, except as accessory to a permitted use.
9. Billiard rooms and pool rooms.
10. Blacksmith, gas steam fitting shops.
11. Boat or yacht repairing or overhauling, or boat building.
12. Boats slips used for the tying up of boats for the purpose of overhauling or repairing.
13. Bowling alleys.
14. Cabinet shops, except as accessory to a permitted use.
15. Canning factories.
16. Carpet cleaning.
17. Clubs, private.
18. Commercial chicken hatcheries.
19. Construction debris materials recovery transfer facility.
20. Contractor yards (offices permitted)
21. Dancing halls or dancing academies.
22. Dispensing facilities for medical cannabis.
23. Dog Kennels.
24. Dog and pet hospitals.
25. Donated goods centers.
26. Dredging base.
27. Dry cleaning and dyeing plants.
28. Dynamite storage.
29. Engine service, except as accessory to a permitted use.
30. Fertilizer storage, except as accessory to a permitted use.
31. Glass installations, except as accessory to a permitted use.
32. Grinding shops, except as accessory to a permitted use.
33. Home improvement center (as defined in Section 33-247)
34. Home improvement warehouse (as defined in Section 33-259).
35. Ice Manufacturing, except as accessory to a permitted use.
36. Insecticide, mixing, packaging and storage, except as accessory to a permitted use.
37. Jewelry loan center.
38. Livery stables.
39. Lumberyards.

40. Machine shops, except as accessory to a permitted use.
41. Marine warehouses.
42. Mattress manufacturing and renovating.
43. Metalizing processes.
44. Milk or ice distribution stations, except as accessory to a permitted use.
45. Novelty works manufacturing (storage, wholesale sales and distribution permitted)
46. Manufacturing of cement and clay products, such as concrete blocks, pipe, etc., except that storage and distribution of cement and clay products will be permitted.
47. Medical observation domitory.
48. Mortuaries or funeral homes.
49. Natatoriums.
50. Open-air theaters.
51. Ornamental metal workshops, except as accessory to a permitted use.
52. Oxygen storage and filling of cylinders, except as accessory to a permitted use.
53. Petroleum products storage tanks, except as part of service station open to the public or a private fueling station serving a permitted use.
54. Power or steam laundries.
55. Printing shops, except as accessory to a permitted use.
56. Pubs and bars.
57. Railroad shops.
58. Religious facilities.
59. Residential uses, including mixed-use development.
60. Rock and sand yards.
61. Sawmills.
62. Self-service mini-warehouse.
63. Shipyards and dry docks.
64. Skating rinks.
65. Soap manufacturing.
66. Steel fabrication, except as accessory to a permitted use.
67. Taxidermy.
68. Textile, hosiery, and weaving mills.
69. Upholstery shops, except as accessory to a permitted use.
70. Veterinarians.
71. Vulcanizing.
72. Welding supplies, except as accessory to a permitted use.
73. Wood and coal yards, except as accessory to a permitted use.

EXHIBIT D

HIRING COMMITMENTS

1. Local Workforce Training and Placement. Developer(s) shall exercise commercially reasonable efforts (a) to consult and coordinate with the County's job placement, training and hiring entities; and state and/or County economic development entities regarding job training and job placement services to the County residents seeking employment opportunities with potential employers which will locate or establish businesses within the Property; (b) to achieve or to cause its general contractor(s) and subcontractors (each, individually, a "**Contractor**") to use diligent, good faith efforts to achieve the goals as outlined herein.

2. Local Preferential Hiring. (a) Developer(s) shall cause each Contractor to exercise commercially reasonable efforts to cause at least twenty percent (20%) of the employees for construction projects within the Property to be residents of the area covered by zip codes 33032, 33033 and 33039 (the "**Immediate Vicinity**"). If, despite commercially reasonable efforts, a Contractor shall be unable to procure enough employees from the Immediate Vicinity, such Contractor shall be permitted to hire such workers from outside the Immediate Vicinity as such Contractor shall deem appropriate in the exercise of its sole discretion. (b) Developer(s) shall request each tenant within the Property to exercise commercially reasonable efforts to cause at least twenty percent (20%) of its employees to be residents of the Immediate Vicinity. If, despite commercially reasonable efforts, a tenant shall be unable to procure enough employees from the Immediate Vicinity, such tenant shall then hire workers from outside the Immediate Vicinity as such tenant shall deem appropriate in the exercise of its sole discretion.

3. Job Outreach Organizations. Developer(s) shall cause each Contractor, and request each tenant, to exercise commercially reasonable efforts to post job opportunities electronically in established job outreach websites and organizations, including, without limitation, Youth Co-Op, Inc., South Florida Workforce, Florida Department of Economic Opportunity Career Source of South Florida located in Miami, their successors or assigns, and similar programs in order to attract as many eligible minority applicants for such jobs as possible.

4. Minimum Hourly Wage. In connection with the work performed by Developer(s) to construct the projects within the Property, Developer(s) shall cause the Contractor(s) to pay a minimum hourly wage rate of fifteen dollars and zero cents (\$15.00) if health benefits are not provided to employees, and thirteen dollars and fifty cents (\$13.50) if health benefits are provided to employees. Commencing January 1st, 2022 and for the duration of the project ("**CPI Escalation Year**"), the foregoing hourly rates shall be increased on January 1st of the applicable calendar year by an amount equal to the percentage increase during the calendar year immediately prior to the CPI Escalation Year in the consumer price index ("**Index**"), which is the monthly index published by the Bureau of Labor Statistics of the United States Department of Labor as the Consumer Price Index for All Items, Miami-Ft. Lauderdale, Florida, Base Year 1982-84=100. The Index adjustment to the minimum hourly wage rates shall hereinafter be referred to as the "**CPI Escalation**". The CPI Escalation of the minimum hourly wage rates for the CPI Escalation Year shall be equal to the minimum hourly wage rates in effect for the calendar year immediately preceding the CPI Escalation Year multiplied by the CPI Percentage (as defined below). The "**CPI Percentage**" shall equal the fraction (i) whose numerator equals the monthly Index published immediately prior to the CPI Escalation Year (or the nearest reported previous month) and (ii) whose denominator is the same monthly Index published immediately prior to the calendar year that preceded the CPI Escalation Year (or the nearest reported previous month). The Index adjustment set forth herein shall not result in a reduction of the respective minimum hourly wage rates. With respect to employees of tenants within the project, Developer(s) shall request that each tenant pay its employees a minimum hourly wage as set forth above.

5. Subcontracts. Developer(s) shall exercise commercially reasonable efforts to require each Contractor to include the same minimum hourly wage rates in any contracts entered into by such Contractor with its subcontractors for projects within the Property who will stipulate and agree that they will pay the same minimum hourly wage rates, subject to adjustment, as set forth in this section.

6. Job Fairs. Developer(s) shall exercise commercially reasonable efforts to provide ten (10) full-page weekly advertisements in *The Miami Times* newspaper or another newspaper of general circulation in order to inform residents of job opportunities and job fairs prior to construction commencement. This shall be in

addition to advertisements done through other job outreach websites, organizations, and efforts.

7. Monitoring of Agreement. No later than sixty (60) days prior to issuance of a development permit for the construction of vertical improvements for the project, Developer(s) will designate a third party to assist and monitor each Developer's compliance with these hiring commitments.

H K DRAFT: 8.31.22

Document comparison by Workshare Compare on Wednesday, August 31, 2022
6:13:24 PM

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Description	#154517220v7<Active> - Bedrock 268 CDMP Declaration Phase IIB
Document 2 ID	iManage://HKDMS/Active/154517220/8
Description	#154517220v8<Active> - Bedrock 268 CDMP Declaration Phase IIB
Rendering set	standard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
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	Count
Insertions	11
Deletions	10
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	21

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This instrument was prepared by:

Name: Juan J. Mayol, Jr., Esq.
Holland & Knight, LLP
Address: 701 Brickell Avenue, Suite 3300
Miami, FL 33131

RECEIVED 9-2-22
RER Planning

(Space reserved for Clerk)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned **BEDROCK SOUTH DADE 112 AVENUE LLC**, a Florida limited liability company (the "Owner"), is the owner of that certain parcel of land in Miami-Dade County, Florida, described in **Exhibit "A,"** attached hereto, and hereinafter called the "Property", which is supported by the Opinion of Title submitted with this Declaration;

WHEREAS, the Property is a portion of the ~~793,283~~79.07 acre application area (the "Application Area") covered by Amendment CDMP20210003 (the "Application") to the Miami-Dade County Comprehensive Development Master Plan (the "CDMP");

WHEREAS, the Application seeks, among other things, to bring the Application Area within the County's Urban Development Boundary and to re-designate the Application Area from "Agriculture" to "Special District - South Dade Logistics & Technology District" on Miami-Dade County's adopted Land Use Plan ("LUP") map;

WHEREAS, Phases I, ~~and II~~ and III of the South Dade Logistics & Technology District are together proposed to be developed with up to ~~5,027,003~~5,911,961 square feet of Logistics Centers, Warehouses, Maintenance and Repair Facilities, Office Buildings and Parks, Light Manufacturing, and Wholesale Showrooms; ~~100,000~~85,000 square feet of Commercial Uses; and up to 150 Hotel Rooms (subject to Development Equivalency adjustments);

WHEREAS, the Property has been identified as Phase IIC of the South Dade Logistics & Technology District (the "District");

WHEREAS, Phase IIC is one phase of a four phase development that comprises Phase II of the Application Area; and

WHEREAS, the four phase development that comprises Phase II will not exceed ~~2,350,068~~2,574,756 square feet of logistics centers, warehouses, maintenance and repair facilities, office buildings and parks, light manufacturing, wholesale showrooms and up to 80,000 square feet of commercial development and a 150 room hotel, subject to the transfer of additional floor area from other phases in the District and to Development Equivalency adjustments, as permitted in the CDMP District text.

NOW, THEREFORE, in order to assure Miami-Dade County that the representations made by the owner during consideration of the Application will be abided by, the Owner freely, voluntarily and without duress makes the following Declaration of Restrictions covering and running with the Property:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Development Limits**. Unless adjusted through the transfer of additional floor area from other Phases in the District, as contemplated in the text of the CDMP development of the Property shall be limited to a maximum of seventy thousand (70,000) square feet of commercial uses (including a 3,000 square foot bank, 34,400 square feet of restaurants, a 6,600 square foot service station with convenience store) and 150 hotel rooms, together

with uses accessory and ancillary to (subject to modification to the extent permitted by the Development Equivalency guidelines attached to this Declaration as **Exhibit “B”**) in accordance with the minimum and maximum development standards in the adopted South Dade Logistics & Technology District.

3. **Prohibited Uses.** The uses listed in Exhibit “C” shall not be permitted on the Property.
4. **Hiring.** The Owner agrees to comply with the hiring commitments listed in **Exhibit “D”** to this Declaration to ensure that employment opportunities prioritize the local workforce.
5. **Compliance with Policy LU-8H of the CDMP.** In compliance with Policy LU-8H of the CDMP, the Owner has filed a concurrent zoning application covering the Property, which application is identified by Public Hearing No. Z2021000053 (the "Zoning Application"). In connection with the Zoning Application, the Owner has executed that certain Development Agreement, dated of even date herewith, by and among the Owner, Miami-Dade County and other owners of property within ~~Phases I and~~ Phase II of the District (the "Development Agreement"), which outlines a number of measures designed to mitigate the impact of the proposed development of the District, including the Property, on the County's public services and facilities, and to ensure consistency with the CDMP. The Owner agrees that the development of the Property will be subject to the terms of the Development Agreement, as may be amended.

MISCELLANEOUS

Covenant Running with the Land. This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit

of, and limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. The Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Declaration does not in any way obligate or provide a limitation on the County.

Term. This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the then owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by Miami-Dade County.

Modification, Amendment, Release. This Declaration of Restrictions may be modified, amended or released as to the Property, or any portion thereof, by a written instrument executed by the then owner(s) of the property, including joinders of all mortgagees, provided that the same is also approved by the Board of County Commissioners of Miami-Dade County, Florida. Any such modification, amendment or release shall be subject to the provisions governing amendments to Comprehensive Plans, as set forth in Chapter 163, Part II, Florida Statutes or successor legislation that may, from time to time, govern amendments to Comprehensive Plans (hereinafter "Chapter 163"). Such modification, amendment or release shall also be subject to the provisions governing amendments to the CDMP as set forth in Section 2-116.1 of the Code of Miami-Dade County, or successor regulations governing modifications to the CDMP. In the event that the property is incorporated within a new municipality or annexed into an existing municipality, and the successor municipality amends, modifies, or declines to adopt the provisions of Section 2-116.1 of the Miami-Dade County Code, then modifications, amendments or releases of this Declaration shall be subject to Chapter 163 and the provisions of such ordinances as may be adopted by such successor municipality for the adoption of amendments to its comprehensive plan; or, in the event that the successor municipality does not adopt such ordinances, subject to Chapter 163 and by the provisions for the adoption of zoning district boundary changes. It is provided, however, that in the event that the successor municipality approves a modification or deletion of this Declaration of Restrictions, such modification or deletion shall not be effective until approved by the Board of County Commissioners, in

accordance with applicable procedures. Should this Declaration be so modified, amended, or released, the Director of the Department of Regulatory and Economic Resources or the executive officer of a successor department, or, in the absence of such Director or executive officer, by his or her assistant in charge of the office in his/her absence, shall execute a written instrument effectuating and acknowledging such modification, amendment, or release.

Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

County Inspections. As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

Authorization for Miami-Dade County (or successor municipality) to Withhold Permits and Inspections. In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County (or successor municipality) is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this declaration is complied with.

Election of Remedies. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

Presumption of Compliance. Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County (or successor municipality), and inspections made and approval of occupancy given by the County (or successor

municipality), then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

Severability. Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion

Recordation and Effective Date. This Declaration shall be filed of record in the public records of Miami-Dade County, Florida. This Declaration shall become effective immediately upon approval of the Application. Notwithstanding the previous sentence, if any appeal is filed, and the disposition of such appeal results in the denial of the Application, in its entirety, then this Declaration shall be null and void and of no further effect. Upon the disposition of an appeal that results in the denial of the Application, in its entirety, and upon written request, the Director of the Department of Regulatory and Economic Resources or the executive officer of the successor of said department, or in the absence of such director or executive officer by his/her assistant in charge of the office in his/her absence, shall forthwith execute a written instrument, in recordable form, acknowledging that this Declaration is null and void and of no further effect.

Acceptance of Declaration. The Owner acknowledges that acceptance of this Declaration does not obligate the County in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the Board of County Commissioners retains its full power and authority to deny each such application in whole or in part and decline to accept any conveyance.

Owner. The term Owner shall include all heirs, assigns, and successors in interest.

[Execution Page Follow]

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Restrictions as of this ____ day of _____, 2022.

WITNESSES:

BEDROCK SOUTH DADE 112 AVENUE, LLC, a Florida limited liability company

Signature

By: _____

Name: _____

Title: _____

Printed Name

Signature

Printed Name

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence [] or online notarization [] by _____, as Manager of **BEDROCK SOUTH DADE 112 AVENUE LLC**, ___ on behalf of said company.

He is personally known to me or has produced _____, as identification.

Witness my signature and official seal this ____ day of _____, 2022, in the County and State aforesaid.

Signature

Notary Public-State of _____

Print Name

H K DRAFT: 8.31.22

EXHIBIT "A"

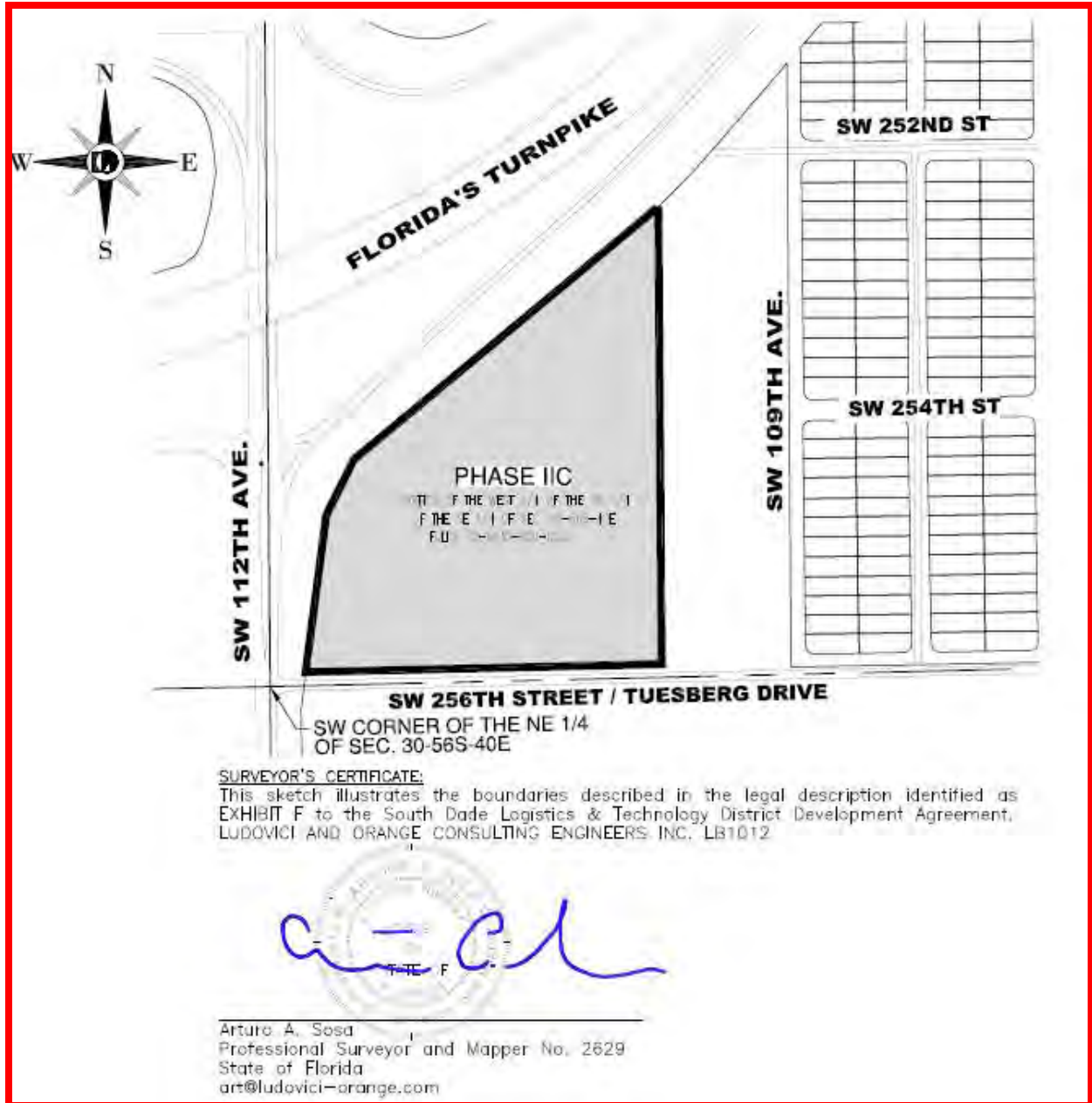
Phase IIC of Application Area

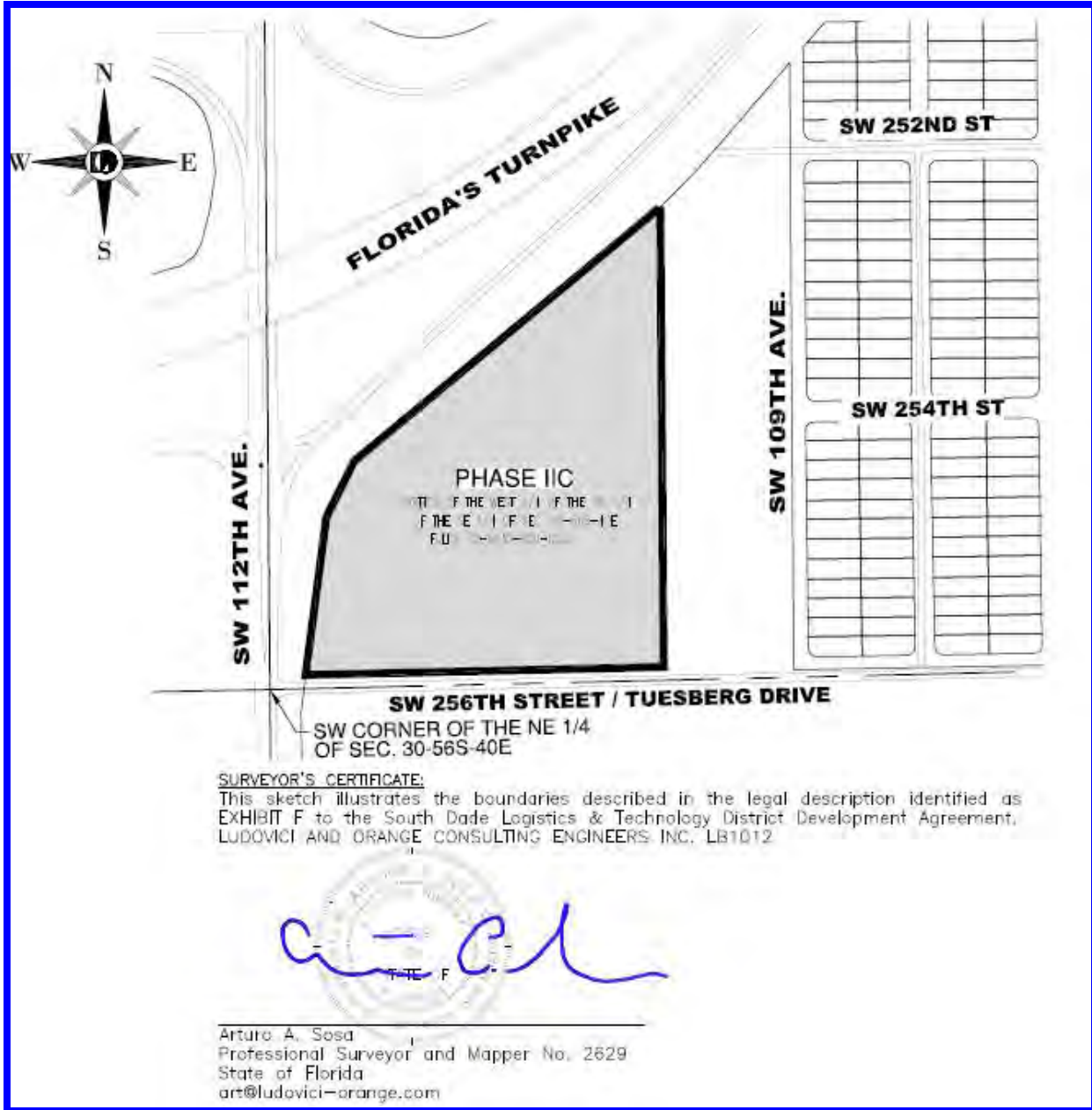
THE WEST 3/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 56 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA, LESS THAT PORTION THEREOF PREVIOUSLY DEDICATED OR TAKEN BY CONDEMNATION PROCEEDINGS FOR ROAD, HIGHWAY, OR CANAL PURPOSES.

THE WEST 3/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 56 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA, LESS THAT PORTION THEREOF PREVIOUSLY DEDICATED OR TAKEN BY CONDEMNATION PROCEEDINGS FOR ROAD, HIGHWAY, OR CANAL PURPOSES.

H K DRAFT

EXHIBIT "A"





H
A

EXHIBIT "B"

VEHICLE TRIP RATES AND EQUIVALENCY MATRIX

#154518881v78<ACTIVE> - Bedrock 112 CDMP Declaration Phase IIC

MDC118

**South Dade Industrial Park UDB/CDMP Application
Afternoon Peak Hour Land Use Equivalency Matrix (Phases I & II Only)**

Land Use: From	Trips per: 1,000 SF or Hotel Rooms	Units	Land Use: To					
			Warehouse	Shopping Center	Hotel	Fast Food with Drive-Through	Drive In Bank	Super Convenience Market/Gas Station
			KSF	KSF	Rooms	KSF	KSF	KSF
			0.1367	4.6429	0.1200	11.5698	13.3333	15.6061
Warehousing	0.1367	KSF	1.0000	0.0294	1.1388	0.0118	0.0102	0.0088
Shopping Center	4.6429	KSF	33.9733	1.0000	38.6905	0.4013	0.3482	0.2975
Hotel	0.1200	Rooms	0.8781	0.0258	1.0000	0.0104	0.0090	0.0077
Fast Food with Drive-Through	11.5698	KSF	84.6598	2.4919	96.4147	1.0000	0.8677	0.7414
Drive In Bank	13.3333	KSF	97.5643	2.8718	111.1111	1.1524	1.0000	0.8544
Super Convenience Market/Gas Station	15.6061	KSF	114.1946	3.3613	130.0505	1.3489	1.1705	1.0000
Trip Exchange Rate Examples								
Exchange Example 1	Warehouse to Retail	To Convert 10,000 square feet of Warehouse to Shopping Center: $10 \times 0.0294 = 0.294$ KSF of Shopping Center or 294 square feet of Shopping Center. 10,000 square feet of Warehouse is equivalent to 294 square feet of Shopping Center.						
Exchange Example 2	Shopping Center to Hotel	To Convert 15,000 square feet of Shopping Center to Hotel (rooms): $15 \times 38.6905 = 580.36$ Hotel (rooms). 15,000 square feet of Shopping Center is equivalent to 580 Hotel (rooms).						
Exchange Example 3	Hotel to Warehouse	To Convert 100 Hotel (rooms) to Warehouse: $100 \times 0.8781 = 87.81$ KSF of Warehouse or 87,810 square feet of Warehouse. 100 Hotel rooms is equivalent to 87,810 square feet of Warehouse.						
Exchange Example 4	Retail to Warehouse	To Convert 10,000 square feet of Shopping Center to Warehouse: $10 \times 33.9733 = 339.733$ KSF of Warehouse. 10,000 square feet of Shopping Center is equivalent to 339,733 square feet of Shopping Center.						

Prepared: 2021-11-04



Phase I Afternoon Total Trips

Uses	Size		Trip Rate	Trips
Warehousing	2,676,935	SF	0.1367	365
Shopping Center	20,000	SF	4.6429	93
Total				458


Phase II - Afternoon Total Trips

Land Uses	Size		Trip Rate	Trips
Warehousing	2,350,068	SF	0.1367	321
Shopping Center	36,000	SF	4.6429	168
Hotel	150	Rooms	0.1200	18
Fast Food w Drive-Through	34,400	SF	11.5698	398
Drive In Bank	3,000	SF	13.3333	40
Super Convenience Market/Gas Station	6,600	SF	15.6061	103
Total				1,048

H K DRAFT

Cumulative Trip Generation Summary for Phase II*								
Use	Size	Daily	Weekday Morning Peak Hour			Weekday Afternoon Peak Hour		
			In	Out	Total	In	Out	Total
Warehousing	2,574,756 SF	4,183	293	87	380	109	280	389
Retail	80,000 SF	8,841	171	107	278	236	268	504
Hotel	150 Rooms	1,061	38	26	64	35	35	70
Total		14,085	502	220	722	380	583	963

*Pursuant to the CDMP Special District text, transfers of development rights between phases and subphases are permitted provided the total afternoon peak hour trips for Phases II does not exceed 963 pm peak hour external trips.




South Dade Industrial Park UDB/CDMP Application Afternoon Peak Hour Land Use Equivalency Matrix (Phase II Only)*					
Land Use: From	Trips per 1,000 SF or Hotel Rooms	Units	Land Use: To		
			Warehouse KSF	Retail KSF	Hotel Rooms
Warehousing	0.1511	KSF	1.0000	0.0240	0.3237
Retail	6.3000	KSF	41.6991	1.0000	13.5000
Hotel	0.4667	Rooms	3.0888	0.0741	1.0000

Trip Exchange Rate Examples		
Exchange Example 1	Warehouse to Retail	To Convert 10,000 square feet of Warehouse to Shopping Center: 10 x 0.0240 = 0.240 KSF of Retail or 240 square feet of Retail. 10,000 square feet of Warehouse is equivalent to 240 square feet of Retail.
Exchange Example 2	Retail to Hotel	To Convert 15,000 square feet of Shopping Center to Hotel (rooms): 15 x 13.5000 = 202.5 Hotel (rooms). 15,000 square feet of Shopping Center is equivalent to 203 Hotel (rooms).
Exchange Example 3	Hotel to Warehouse	To Convert 100 Hotel (rooms) to Warehouse: 100 x 3.0888 = 308.88 KSF of Warehouse or 308,880 square feet of Warehouse. 100 Hotel rooms is equivalent to 308,880 square feet of Warehouse.
Exchange Example 4	Retail to Warehouse	To Convert 10,000 square feet of Retail to Warehouse: 10 x 41.6991 = 416.991 of Warehouse. 10,000 square feet of Shopping Center is equivalent to 416,991 square feet of Shopping Center.

*Pursuant to the CDMP Special District text, transfers of development rights between phases and subphases are permitted provided the total afternoon peak hour trips for Phases II does not exceed 963 pm peak hour external trips.

Prepared: 2022-08-29



H K DRAFT

EXHIBIT “C”
PROHIBITED USES

1. Adult entertainment uses.
2. Aircraft hangars and repair shops.
3. Amusement center.
4. Animal hospitals.
5. Armories.
6. Auditoriums.
7. Auto painting, top and body work, except as accessory to a permitted use.
8. Automotive repairs, except as accessory to a permitted use.
9. Billiard rooms and pool rooms.
10. Blacksmith, gas steam fitting shops.
11. Boat or yacht repairing or overhauling, or boat building.
12. Boats slips used for the tying up of boats for the purpose of overhauling or repairing.
13. Bowling alleys.
14. Cabinet shops, except as accessory to a permitted use.
15. Canning factories.
16. Carpet cleaning.
17. Clubs, private.
18. Commercial chicken hatcheries.
19. Construction debris materials recovery transfer facility.
20. Contractor yards (offices permitted)
21. Dancing halls or dancing academies.
22. Dispensing facilities for medical cannabis.
23. Dog Kennels.
24. Dog and pet hospitals.
25. Donated goods centers.
26. Dredging base.
27. Dry cleaning and dyeing plants.
28. Dynamite storage.
29. Engine service, except as accessory to a permitted use.
30. Fertilizer storage, except as accessory to a permitted use.
31. Glass installations, except as accessory to a permitted use.
32. Grinding shops, except as accessory to a permitted use.
33. Home improvement center (as defined in Section 33-247)
34. Home improvement warehouse (as defined in Section 33-259).
35. Ice Manufacturing, except as accessory to a permitted use.
36. Insecticide, mixing, packaging and storage, except as accessory to a permitted use.
37. Jewelry loan center.

38. Livery stables.
39. Lumberyards.
40. Machine shops, except as accessory to a permitted use.
41. Marine warehouses.
42. Mattress manufacturing and renovating.
43. Metalizing processes.
44. Milk or ice distribution stations, except as accessory to a permitted use.
45. Novelty works manufacturing (storage, wholesale sales and distribution permitted)
46. Manufacturing of cement and clay products, such as concrete blocks, pipe, etc., except that storage and distribution of cement and clay products will be permitted.
47. Medical observation domitory.
48. Mortuaries or funeral homes.
49. Natatoriums.
50. Open-air theaters.
51. Ornamental metal workshops, except as accessory to a permitted use.
52. Oxygen storage and filling of cylinders, except as accessory to a permitted use.
53. Petroleum products storage tanks, except as part of service station open to the public or a private fueling station serving a permitted use.
54. Power or steam laundries.
55. Printing shops, except as accessory to a permitted use.
56. Pubs and bars.
57. Railroad shops.
58. Religious facilities.
59. Residential uses, including mixed-use development.
60. Rock and sand yards.
61. Sawmills.
62. Self-service mini-warehouse.
63. Shipyards and dry docks.
64. Skating rinks.
65. Soap manufacturing.
66. Steel fabrication, except as accessory to a permitted use.
67. Taxidermy.
68. Textile, hosiery, and weaving mills.
69. Upholstery shops, except as accessory to a permitted use.
70. Veterinarians.
71. Vulcanizing.
72. Welding supplies, except as accessory to a permitted use.
73. Wood and coal yards, except as accessory to a permitted use.

EXHIBIT D

HIRING COMMITMENTS

1. Local Workforce Training and Placement. Developer(s) shall exercise commercially reasonable efforts (a) to consult and coordinate with the County's job placement, training and hiring entities; and state and/or County economic development entities regarding job training and job placement services to the County residents seeking employment opportunities with potential employers which will locate or establish businesses within the Property; (b) to achieve or to cause its general contractor(s) and subcontractors (each, individually, a "**Contractor**") to use diligent, good faith efforts to achieve the goals as outlined herein.

2. Local Preferential Hiring. (a) Developer(s) shall cause each Contractor to exercise commercially reasonable efforts to cause at least twenty percent (20%) of the employees for construction projects within the Property to be residents of the area covered by zip codes 33032, 33033 and 33039 (the "**Immediate Vicinity**"). If, despite commercially reasonable efforts, a Contractor shall be unable to procure enough employees from the Immediate Vicinity, such Contractor shall be permitted to hire such workers from outside the Immediate Vicinity as such Contractor shall deem appropriate in the exercise of its sole discretion. (b) Developer(s) shall request each tenant within the Property to exercise commercially reasonable efforts to cause at least twenty percent (20%) of its employees to be residents of the Immediate Vicinity. If, despite commercially reasonable efforts, a tenant shall be unable to procure enough employees from the Immediate Vicinity, such tenant shall then hire workers from outside the Immediate Vicinity as such tenant shall deem appropriate in the exercise of its sole discretion.

3. Job Outreach Organizations. Developer(s) shall cause each Contractor, and request each tenant, to exercise commercially reasonable efforts to post job opportunities electronically in established job outreach websites and organizations, including, without limitation, Youth Co-Op, Inc., South Florida Workforce, Florida Department of Economic Opportunity Career Source of South Florida located in Miami, their successors or assigns, and similar programs in order to attract as many eligible minority applicants for such jobs as possible.

4. Minimum Hourly Wage. In connection with the work performed by Developer(s) to construct the projects within the Property, Developer(s) shall cause the Contractor(s) to pay a minimum hourly wage rate of fifteen dollars and zero cents (\$15.00) if health benefits are not provided to employees, and thirteen dollars and fifty cents (\$13.50) if health benefits are provided to employees. Commencing January 1st, 2022 and for the duration of the project ("**CPI Escalation Year**"), the foregoing hourly rates shall be increased on January 1st of the applicable calendar year by an amount equal to the percentage increase during the calendar year immediately prior to the CPI Escalation Year in the consumer price index ("**Index**"), which is the monthly index published by the Bureau of Labor Statistics of the United States Department of Labor as the Consumer Price Index for All Items, Miami-Ft. Lauderdale, Florida, Base Year 1982-84=100. The Index adjustment to the minimum hourly wage rates shall hereinafter be referred to as the "**CPI Escalation**". The CPI Escalation of the minimum hourly wage rates for the CPI Escalation Year shall be equal to the minimum hourly wage rates in effect for the calendar year immediately preceding the CPI Escalation Year multiplied by the CPI Percentage (as defined below). The "**CPI Percentage**" shall equal the fraction (i) whose numerator equals the monthly Index published immediately prior to the CPI Escalation Year (or the nearest reported previous month) and (ii) whose denominator is the same monthly Index published immediately prior to the calendar year that preceded the CPI Escalation Year (or the nearest reported previous month). The Index adjustment set forth herein shall not result in a reduction of the respective minimum hourly wage rates. With respect to employees of tenants within the project, Developer(s) shall request that each tenant pay its employees a minimum hourly wage as set forth above.

5. Subcontracts. Developer(s) shall exercise commercially reasonable efforts to require each Contractor to include the same minimum hourly wage rates in any contracts entered into by such Contractor with its subcontractors for projects within the Property who will stipulate and agree that they will pay the same minimum hourly wage rates, subject to adjustment, as set forth in this section.

6. Job Fairs. Developer(s) shall exercise commercially reasonable efforts to provide ten (10) full-page weekly advertisements in *The Miami Times* newspaper or another newspaper of general circulation in order to inform residents of job opportunities and job fairs prior to construction commencement. This shall be in

addition to advertisements done through other job outreach websites, organizations, and efforts.

7. Monitoring of Agreement. No later than sixty (60) days prior to issuance of a development permit for the construction of vertical improvements for the project, Developer(s) will designate a third party to assist and monitor each Developer's compliance with these hiring commitments.

H K DRAFT: 8.31.22

Document comparison by Workshare Compare on Wednesday, August 31, 2022
6:14:40 PM

Input:	
Document 1 ID	iManage://HKDMS/Active/154518881/7
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Document 2 ID	iManage://HKDMS/Active/154518881/8
Description	#154518881v8<Active> - Bedrock 112 CDMP Declaration Phase IIC
Rendering set	standard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
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Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

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Deletions	10
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	21

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This instrument was prepared by:

Name: Juan J. Mayol, Jr., Esq.
Holland & Knight, LLP
Address: 701 Brickell Avenue, Suite 3300
Miami, FL 33131

RECEIVED 9-2-22
RER Planning

(Space reserved for Clerk)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned **D.A.P. Land Holdings, LLC**, a Florida limited liability company (the "Owner"), is the owner of that certain parcel of land in Miami-Dade County, Florida, described in **Exhibit "A"**, attached hereto, and hereinafter called the "Property", which is supported by the Opinion of Title submitted with this Declaration;

WHEREAS, the Property is a portion of the ~~793.28~~379.07 acre application area (the "Application Area") covered by Amendment CDMP20210003 (the "Application") to the Miami-Dade County Comprehensive Development Master Plan (the "CDMP");

WHEREAS, the Application seeks, among other things, to bring the Application Area within the County's Urban Development Boundary and to re-designate the Application Area from "Agriculture" to "Special District - South Dade Logistics & Technology District" on Miami-Dade County's adopted Land Use Plan ("LUP") map;

WHEREAS, Phases ~~I and~~, II and III of the South Dade Logistics & Technology District are together proposed to be developed with up to ~~5,027,003~~5,911,961 square feet of Logistics Centers, Warehouses, Maintenance and Repair Facilities, Office Buildings and Parks, Light Manufacturing, and Wholesale Showrooms; ~~100,000~~85,000 square feet of Commercial Uses; and up to 150 Hotel Rooms (subject to Development Equivalency adjustments);

WHEREAS, the Property has been identified as Phase IID of the South Dade Logistics & Technology District (the "District");

WHEREAS, Phase IID is one phase of a four phase development that comprises Phase II of the Application Area; and

WHEREAS, the four phase development that comprises Phase II will not exceed 2,350,068,2,574,756 square feet of logistics centers, warehouses, maintenance and repair facilities, office buildings and parks, light manufacturing, wholesale showrooms and up to 80,000 square feet of commercial development and a 150 room hotel, subject to the transfer of additional floor area from other phases in the District and to Development Equivalency adjustments, as permitted in the CDMP District text.

NOW, THEREFORE, in order to assure Miami-Dade County that the representations made by the owner during consideration of the Application will be abided by the Owner freely, voluntarily and without duress makes the following Declaration of Restrictions covering and running with the Property:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Development Limits**. Unless adjusted through the transfer of additional floor area from other Phases in the District, as contemplated in the text of the CDMP, development of the Property shall be limited to a maximum of up to 244,749 square feet of logistics centers, warehouses, maintenance and repair facilities, office buildings and office parks, light manufacturing, and wholesale showrooms, and up 10,000 square feet of commercial

uses, together with uses accessory and ancillary thereto (subject to modification to the extent permitted by the Development Equivalency guidelines attached to this Declaration as **Exhibit “B”**) in accordance with the minimum and maximum development standards in the adopted South Dade Logistics & Technology District.

3. **Prohibited Uses.** The uses listed in **Exhibit “C”** shall not be permitted on the Property.
4. **Hiring.** The Owner agrees to comply with the hiring commitments listed in **Exhibit “D”** to this Declaration to ensure that employment opportunities prioritize the local workforce.
5. **Compliance with Policy LU-8H of the CDMP.** In compliance with Policy LU-8H of the CDMP, the Owner has filed a concurrent zoning application covering the Property, which application is identified by Public Hearing No. Z2021000051 (the "Zoning Application"). In connection with the Zoning Application, the Owner has executed that certain Development Agreement, dated of even date herewith, by and among the Owner, Miami-Dade County and other owners of property within ~~Phases I and~~Phase II of the District (the "Development Agreement"), which outlines a number of measures designed to mitigate the impact of the proposed development of the District, including the Property, on the County's public services and facilities, and to ensure consistency with the CDMP. The Owner agrees that the development of the Property will be subject to the terms of the Development Agreement, as may be amended.

MISCELLANEOUS

Covenant Running with the Land. This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be

binding upon the undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. The Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Declaration does not in any way obligate or provide a limitation on the County.

Term. This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the then owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by Miami-Dade County.

Modification, Amendment, Release. This Declaration of Restrictions may be modified, amended or released as to the Property, or any portion thereof, by a written instrument executed by the then owner(s) of the property, including joinders of all mortgagees, provided that the same is also approved by the Board of County Commissioners of Miami-Dade County, Florida. Any such modification, amendment or release shall be subject to the provisions governing amendments to Comprehensive Plans, as set forth in Chapter 163, Part II, Florida Statutes or successor legislation that may, from time to time, govern amendments to Comprehensive Plans (hereinafter "Chapter 163"). Such modification, amendment or release shall also be subject to the provisions governing amendments to the CDMP as set forth in Section 2-116.1 of the Code of Miami-Dade County, or successor regulations governing modifications to the CDMP. In the event that the property is incorporated within a new municipality or annexed into an existing municipality, and the successor municipality amends, modifies, or declines to adopt the provisions of Section 2-116.1 of the Miami-Dade County Code, then modifications, amendments or releases of this Declaration shall be subject to Chapter 163 and the provisions of such ordinances as may be adopted by such successor municipality for the adoption of amendments to its comprehensive plan; or, in the event that the successor municipality does not adopt such ordinances, subject to Chapter 163 and by the provisions for the adoption of zoning district boundary changes. It is provided, however, that in the event that the successor municipality

approves a modification or deletion of this Declaration of Restrictions, such modification or deletion shall not be effective until approved by the Board of County Commissioners, in accordance with applicable procedures. Should this Declaration be so modified, amended, or released, the Director of the Department of Regulatory and Economic Resources or the executive officer of a successor department, or, in the absence of such Director or executive officer, by his or her assistant in charge of the office in his/her absence, shall execute a written instrument effectuating and acknowledging such modification, amendment, or release.

Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

County Inspections. As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

Authorization for Miami-Dade County (or successor municipality) to Withhold Permits and Inspections. In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County (or successor municipality) is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this declaration is complied with.

Election of Remedies. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

Presumption of Compliance. Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County (or successor municipality), and inspections made and approval of occupancy given by the County (or successor municipality), then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

Severability. Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion

Recordation and Effective Date. This Declaration shall be filed of record in the public records of Miami-Dade County, Florida. This Declaration shall become effective immediately upon approval of the Application. Notwithstanding the previous sentence, if any appeal is filed, and the disposition of such appeal results in the denial of the Application, in its entirety, then this Declaration shall be null and void and of no further effect. Upon the disposition of an appeal that results in the denial of the Application, in its entirety, and upon written request, the Director of the Department of Regulatory and Economic Resources or the executive officer of the successor of said department, or in the absence of such director or executive officer by his/her assistant in charge of the office in his/her absence, shall forthwith execute a written instrument, in recordable form, acknowledging that this Declaration is null and void and of no further effect.

Acceptance of Declaration. The Owner acknowledges that acceptance of this Declaration does not obligate the County in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the Board of County Commissioners retains its full power and authority to deny each such application in whole or in part and decline to accept any conveyance.

Owner. The term Owner shall include all heirs, assigns, and successors in interest.

[Execution Page to Follow]

HK DRAFT: 8.31.22

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Restrictions as of this ____ day of _____, 2022.

WITNESSES:

D.A.P. LAND HOLDINGS, LLC, a Florida limited liability company

Signature

By: _____

Name: _____

Title: _____

Printed Name

Signature

Printed Name

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence [] or online notarization [] by _____, as **D.A.P Land Holdings, LLC**, on behalf of said company.

He is personally known to me or has produced _____, as identification.

Witness my signature and official seal this ____ day of _____, 2022, in the County and State aforesaid.

Signature

Notary Public-State of _____

Print Name

My Commission Expires:

EXHIBIT "A"

Phase IID of Application Area

PARCEL 23

THAT PART OF THE NW 1/4 OF SECTION 30, TOWNSHIP 56 SOUTH, RANGE 40 EAST LYING SOUTHERLY OF STATE ROAD NO. 821, MIAMI-DADE COUNTY, FLORIDA, ALSO DESCRIBED AS:

COMMENCE AT SE CORNER OF NW 1/4 OF SECTION 30, TOWNSHIP 56 SOUTH, RANGE 39 EAST, MIAMI-DADE FLORIDA; THENCE RUN S 88°37'39" WEST ALONG THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION 30 FOR A DISTANCE OF 333.34 FEET TO POINT OF BEGINNING; THENCE CONTINUE S 88°37'39" WEST ALONG THE SOUTH LINE OF NW 1/4 OF SAID SECTION 30 FOR A DISTANCE OF 2298.78 FEET TO SOUTHWEST CORNER OF NW 1/4 OF SAID SECTION 30; THENCE RUN N 00°54'28" WEST ALONG THE WEST LINE OF SAID NW 1/4 OF SECTION 30 FOR A DISTANCE OF 289.52 FEET TO THE SOUTH RIGHT OF WAY LINE OF STATE ROAD NO. 821; THE NEXT COURSE DESCRIBED ARE ALONG THE SOUTHERLY RIGHT OF WAY OF STATE ROAD NO. 821; THE NEXT COURSE DESCRIBED ARE ALONG THE SOUTHERLY RIGHT OF WAY OF STATE ROAD NO. 821; THENCE RUN N 78°33'32" EAST FOR A DISTANCE OF 197.91 FEET; THENCE RUN N 81°37'39" EAST FOR A DISTANCE OF 635.08 FEET TO A POINT OF TANGENCY OF CIRCULAR CURVE CONCAVE TO THE SOUTH; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1055.92 FEET THROUGH A CENTRAL ANGLE 32°00'00", AN ARC DISTANCE OF 589.74 FEET; THENCE RUN S 65°22'21" EAST FOR A DISTANCE OF 400.00 FEET TO A POINT OF TANGENCY OF CIRCULAR CURVE CONCAVE TO NORTHEAST; THENCE RUN SOUTHEASTERLY ALONG ARC OF THE SAID CURVE HAVING A RADIUS OF 1235.92 FEET THROUGH A CENTRAL ANGLE 25°50'41", AN ARC DISTANCE OF 557.50 FEET TO THE POINT OF BEGINNING.

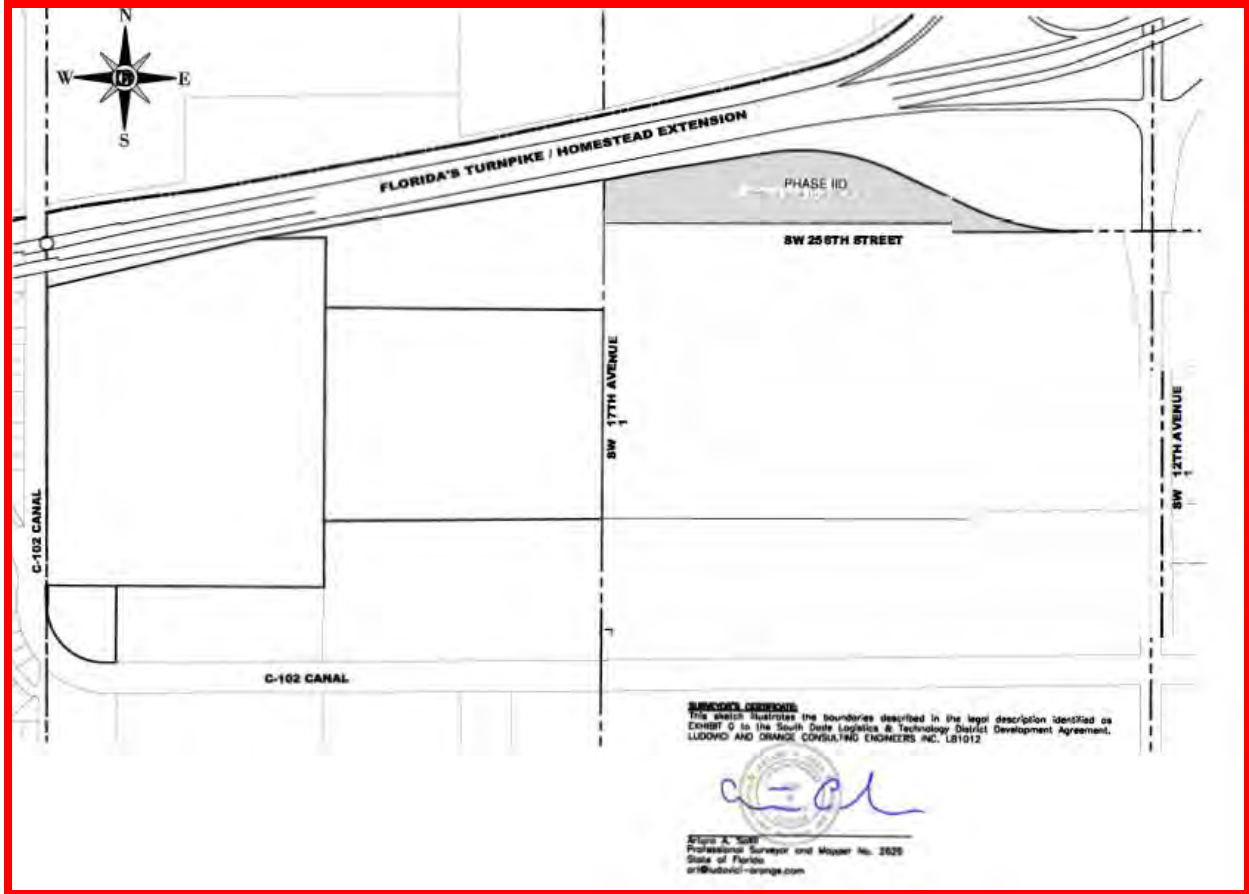
PARCEL 23

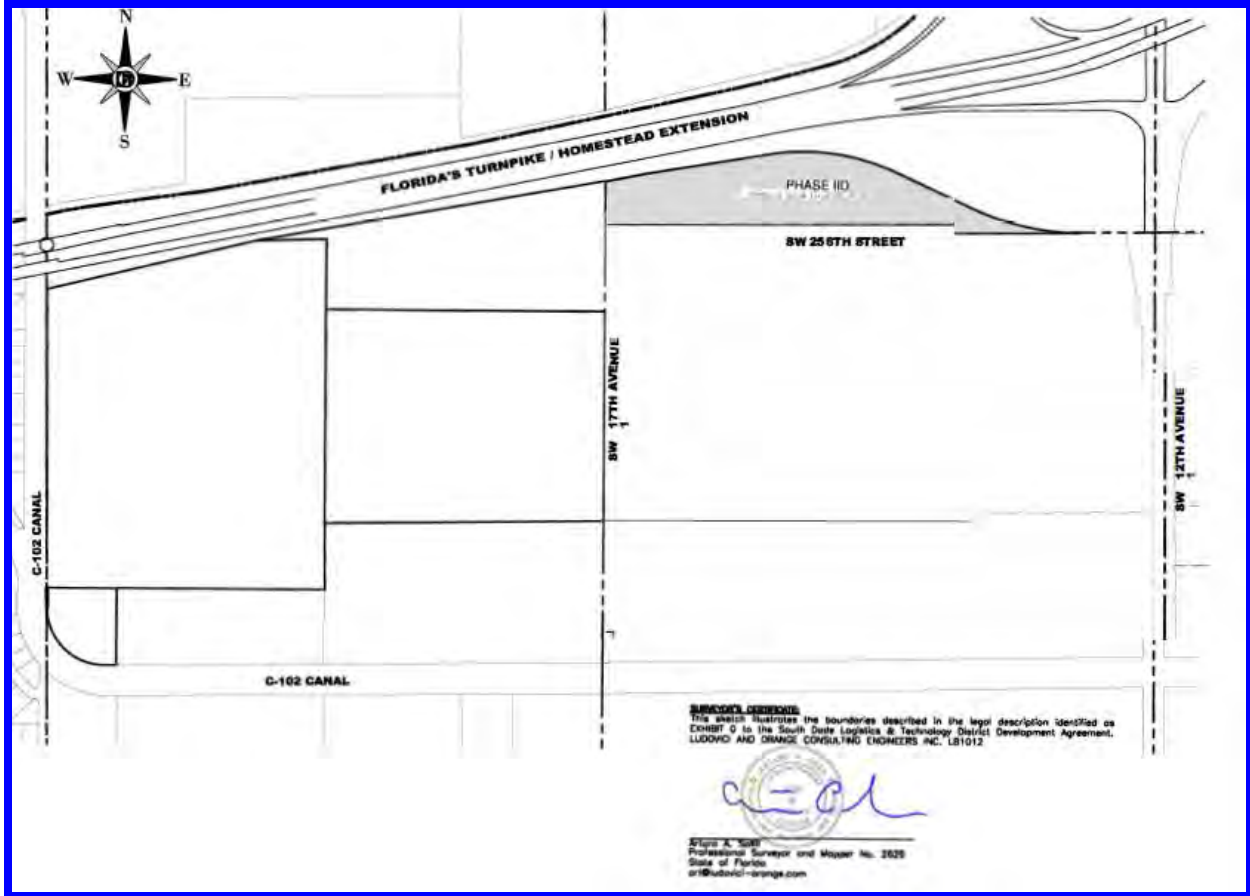
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H K DRAFT

EXHIBIT "A"





H K DRAFT

EXHIBIT "B"

VEHICLE TRIP RATES AND EQUIVALENCY MATRIX

#154520519v78<ACTIVE> - SDIP CDMP Declaration Phase IID

MDC139

**South Dade Industrial Park UDB/CDMP Application
Afternoon Peak Hour Land Use Equivalency Matrix (Phases I & II Only)**

Land Use: From	Trips per: 1,000 SF or Hotel Rooms	Units	Land Use: To					
			Warehouse	Shopping Center	Hotel	Fast Food with Drive-Through	Drive In Bank	Super Convenience Market/Gas Station
			KSF	KSF	Rooms	KSF	KSF	KSF
			0.1367	4.6429	0.1200	11.5698	13.3333	15.6061
Warehousing	0.1367	KSF	1.0000	0.0294	1.1388	0.0118	0.0102	0.0088
Shopping Center	4.6429	KSF	33.9733	1.0000	38.6905	0.4013	0.3482	0.2975
Hotel	0.1200	Rooms	0.8781	0.0258	1.0000	0.0104	0.0090	0.0077
Fast Food with Drive-Through	11.5698	KSF	84.6598	2.4919	96.4147	1.0000	0.8677	0.7414
Drive In Bank	13.3333	KSF	97.5643	2.8718	111.1111	1.1524	1.0000	0.8544
Super Convenience Market/Gas Station	15.6061	KSF	114.1946	3.3613	130.0505	1.3489	1.1705	1.0000
Trip Exchange Rate Examples								
Exchange Example 1	Warehouse to Retail	To Convert 10,000 square feet of Warehouse to Shopping Center: $10 \times 0.0294 = 0.294$ KSF of Shopping Center or 294 square feet of Shopping Center. 10,000 square feet of Warehouse is equivalent to 294 square feet of Shopping Center.						
Exchange Example 2	Shopping Center to Hotel	To Convert 15,000 square feet of Shopping Center to Hotel (rooms): $15 \times 38.6905 = 580.36$ Hotel (rooms). 15,000 square feet of Shopping Center is equivalent to 580 Hotel (rooms).						
Exchange Example 3	Hotel to Warehouse	To Convert 100 Hotel (rooms) to Warehouse: $100 \times 0.8781 = 87.81$ KSF of Warehouse or 87,810 square feet of Warehouse. 100 Hotel rooms is equivalent to 87,810 square feet of Warehouse.						
Exchange Example 4	Retail to Warehouse	To Convert 10,000 square feet of Shopping Center to Warehouse: $10 \times 33.9733 = 339.9733$ KSF of Warehouse. 10,000 square feet of Shopping Center is equivalent to 339,733 square feet of Shopping Center.						

Prepared: 2021-11-04



Phase I Afternoon Total Trips

Uses	Size		Trip Rate	Trips
Warehousing	2,676,935	SF	0.1367	365
Shopping Center	20,000	SF	4.6429	93
Total				458


Phase II - Afternoon Total Trips

Land Uses	Size		Trip Rate	Trips
Warehousing	2,350,068	SF	0.1367	321
Shopping Center	36,000	SF	4.6429	168
Hotel	150	Rooms	0.1200	18
Fast Food w Drive-Through	34,400	SF	11.5698	398
Drive In Bank	3,000	SF	13.3333	40
Super Convenience Market/Gas Station	6,600	SF	15.6061	103
Total				1,048

H K DRAFT

Cumulative Trip Generation Summary for Phase II*								
Use	Size	Daily	Weekday Morning Peak Hour			Weekday Afternoon Peak Hour		
			In	Out	Total	In	Out	Total
Warehousing	2,574,756 SF	4,183	293	87	380	109	280	389
Retail	80,000 SF	8,841	171	107	278	236	268	504
Hotel	150 Rooms	1,061	38	26	64	35	35	70
Total		14,085	502	220	722	380	583	963

*Pursuant to the CDMP Special District text, transfers of development rights between phases and subphases are permitted provided the total afternoon peak hour trips for Phases II does not exceed 963 pm peak hour external trips.




South Dade Industrial Park UDB/CDMP Application Afternoon Peak Hour Land Use Equivalency Matrix (Phase II Only)*					
Land Use: From	Trips per: 1,000 SF or Hotel Rooms	Units	Land Use: To		
			Warehouse KSF	Retail KSF	Hotel Rooms
Warehousing	0.1511	KSF	1.0000	0.0240	0.3237
Retail	6.3000	KSF	41.6991	1.0000	13.5000
Hotel	0.4667	Rooms	3.0888	0.0741	1.0000

Trip Exchange Rate Examples		
Exchange Example 1	Warehouse to Retail	To Convert 10,000 square feet of Warehouse to Shopping Center: 10 x 0.0240 = 0.240 KSF of Retail or 240 square feet of Retail. 10,000 square feet of Warehouse is equivalent to 240 square feet of Retail.
Exchange Example 2	Retail to Hotel	To Convert 15,000 square feet of Shopping Center to Hotel (rooms): 15 x 13.5000 = 202.5 Hotel (rooms). 15,000 square feet of Shopping Center is equivalent to 203 Hotel (rooms).
Exchange Example 3	Hotel to Warehouse	To Convert 100 Hotel (rooms) to Warehouse: 100 x 3.0888 = 308.88 KSF of Warehouse or 308,880 square feet of Warehouse. 100 Hotel rooms is equivalent to 308,880 square feet of Warehouse.
Exchange Example 4	Retail to Warehouse	To Convert 10,000 square feet of Retail to Warehouse: 10 x 41.6991 = 416.991 of Warehouse. 10,000 square feet of Shopping Center is equivalent to 416,991 square feet of Shopping Center.

*Pursuant to the CDMP Special District text, transfers of development rights between phases and subphases are permitted provided the total afternoon peak hour trips for Phases II does not exceed 963 pm peak hour external trips.

Prepared: 2022-08-29



H K DRAFTING

EXHIBIT “C”
PROHIBITED USES

1. Adult entertainment uses.
2. Aircraft hangars and repair shops.
3. Amusement center.
4. Animal hospitals.
5. Armories.
6. Auditoriums.
7. Auto painting, top and body work, except as accessory to a permitted use.
8. Automotive repairs, except as accessory to a permitted use.
9. Billiard rooms and pool rooms.
10. Blacksmith, gas steam fitting shops.
11. Boat or yacht repairing or overhauling, or boat building.
12. Boats slips used for the tying up of boats for the purpose of overhauling or repairing.
13. Bowling alleys.
14. Cabinet shops, except as accessory to a permitted use.
15. Canning factories.
16. Carpet cleaning.
17. Clubs, private.
18. Commercial chicken hatcheries.
19. Construction debris materials recovery transfer facility.
20. Contractor yards (offices permitted)
21. Dancing halls or dancing academies.
22. Dispensing facilities for medical cannabis.
23. Dog Kennels.
24. Dog and pet hospitals.
25. Donated goods centers.
26. Dredging base.
27. Dry cleaning and dyeing plants.
28. Dynamite storage.
29. Engine service, except as accessory to a permitted use.
30. Fertilizer storage, except as accessory to a permitted use.
31. Glass installations, except as accessory to a permitted use.
32. Grinding shops, except as accessory to a permitted use.
33. Home improvement center (as defined in Section 33-247)
34. Home improvement warehouse (as defined in Section 33-259).
35. Ice Manufacturing, except as accessory to a permitted use.
36. Insecticide, mixing, packaging and storage, except as accessory to a permitted use.
37. Jewelry loan center.

38. Livery stables.
39. Lumberyards.
40. Machine shops, except as accessory to a permitted use.
41. Marine warehouses.
42. Mattress manufacturing and renovating.
43. Metalizing processes.
44. Milk or ice distribution stations, except as accessory to a permitted use.
45. Novelty works manufacturing (storage, wholesale sales and distribution permitted)
46. Manufacturing of cement and clay products, such as concrete blocks, pipe, etc., except that storage and distribution of cement and clay products will be permitted.
47. Medical observation domitory.
48. Mortuaries or funeral homes.
49. Natatoriums.
50. Open-air theaters.
51. Ornamental metal workshops, except as accessory to a permitted use.
52. Oxygen storage and filling of cylinders, except as accessory to a permitted use.
53. Petroleum products storage tanks, except as part of service station open to the public or a private fueling station serving a permitted use.
54. Power or steam laundries.
55. Printing shops, except as accessory to a permitted use.
56. Pubs and bars.
57. Railroad shops.
58. Religious facilities.
59. Residential uses, including mixed-use development.
60. Rock and sand yards.
61. Sawmills.
62. Self-service mini-warehouse.
63. Shipyards and dry docks.
64. Skating rinks.
65. Soap manufacturing.
66. Steel fabrication, except as accessory to a permitted use.
67. Taxidermy.
68. Textile, hosiery, and weaving mills.
69. Upholstery shops, except as accessory to a permitted use.
70. Veterinarians.
71. Vulcanizing.
72. Welding supplies, except as accessory to a permitted use.
73. Wood and coal yards, except as accessory to a permitted use.

HIRING COMMITMENTS

1. Local Workforce Training and Placement. Developer(s) shall exercise commercially reasonable efforts (a) to consult and coordinate with the County’s job placement, training and hiring entities; and state and/or County economic development entities regarding job training and job placement services to the County residents seeking employment opportunities with potential employers which will locate or establish businesses within the Property; (b) to achieve or to cause its general contractor(s) and subcontractors (each, individually, a “**Contractor**”) to use diligent, good faith efforts to achieve the goals as outlined herein.

2. Local Preferential Hiring. (a) Developer(s) shall cause each Contractor to exercise commercially reasonable efforts to cause at least twenty percent (20%) of the employees for construction projects within the Property to be residents of the area covered by zip codes 33032, 33033 and 33039 (the “**Immediate Vicinity**”). If, despite commercially reasonable efforts, a Contractor shall be unable to procure enough employees from the Immediate Vicinity, such Contractor shall be permitted to hire such workers from outside the Immediate Vicinity as such Contractor shall deem appropriate in the exercise of its sole discretion. (b) Developer(s) shall request each tenant within the Property to exercise commercially reasonable efforts to cause at least twenty percent (20%) of its employees to be residents of the Immediate Vicinity. If, despite commercially reasonable efforts, a tenant shall be unable to procure enough employees from the Immediate Vicinity, such tenant shall then hire workers from outside the Immediate Vicinity as such tenant shall deem appropriate in the exercise of its sole discretion.

3. Job Outreach Organizations. Developer(s) shall cause each Contractor, and request each tenant, to exercise commercially reasonable efforts to post job opportunities electronically in established job outreach websites and organizations, including, without limitation, Youth Co-Op, Inc., South Florida Workforce, Florida Department of Economic Opportunity Career Source of South Florida located in Miami, their successors or assigns, and similar programs in order to attract as many eligible minority applicants for such jobs as possible.

4. Minimum Hourly Wage. In connection with the work performed by Developer(s) to construct the projects within the Property, Developer(s)

shall cause the Contractor(s) to pay a minimum hourly wage rate of fifteen dollars and zero cents (\$15.00) if health benefits are not provided to employees, and thirteen dollars and fifty cents (\$13.50) if health benefits are provided to employees. Commencing January 1st, 2022 and for the duration of the project ("**CPI Escalation Year**"), the foregoing hourly rates shall be increased on January 1st of the applicable calendar year by an amount equal to the percentage increase during the calendar year immediately prior to the CPI Escalation Year in the consumer price index ("**Index**"), which is the monthly index published by the Bureau of Labor Statistics of the United States Department of Labor as the Consumer Price Index for All Items, Miami-Ft. Lauderdale, Florida, Base Year 1982-84=100. The Index adjustment to the minimum hourly wage rates shall hereinafter be referred to as the "**CPI Escalation**". The CPI Escalation of the minimum hourly wage rates for the CPI Escalation Year shall be equal to the minimum hourly wage rates in effect for the calendar year immediately preceding the CPI Escalation Year multiplied by the CPI Percentage (as defined below). The "**CPI Percentage**" shall equal the fraction (i) whose numerator equals the monthly Index published immediately prior to the CPI Escalation Year (or the nearest reported previous month) and (ii) whose denominator is the same monthly Index published immediately prior to the calendar year that preceded the CPI Escalation Year (or the nearest reported previous month). The Index adjustment set forth herein shall not result in a reduction of the respective minimum hourly wage rates. With respect to employees of tenants within the project, Developer(s) shall request that each tenant pay its employees a minimum hourly wage as set forth above.

5. Subcontracts. Developer(s) shall exercise commercially reasonable efforts to require each Contractor to include the same minimum hourly wage rates in any contracts entered into by such Contractor with its subcontractors for projects within the Property who will stipulate and agree that they will pay the same minimum hourly wage rates, subject to adjustment, as set forth in this section.

6. Job Fairs. Developer(s) shall exercise commercially reasonable efforts to provide ten (10) full-page weekly advertisements in *The Miami Times* newspaper or another newspaper of general circulation in order to inform residents of job opportunities and job fairs prior to construction commencement. This shall be in addition to advertisements done through other job outreach websites, organizations, and efforts.

7. Monitoring of Agreement. No later than sixty (60) days prior to issuance of a development permit for the construction of vertical improvements for the project, Developer(s) will designate a third party to assist and monitor each Developer's compliance with these hiring commitments.

H K DRAFT: 8.31.22

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Deletion	
Moved from	
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Format change	
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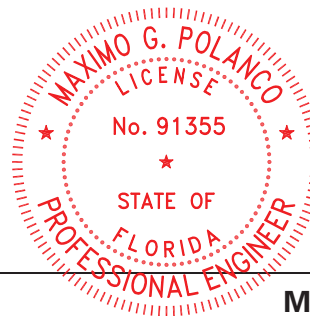
CDMP AMENDMENT TRAFFIC IMPACT STUDY

For

**South Dade Logistics & Technology District CDMP
Miami-Dade County, Florida**

Prepared For:
Aligned Real Estate Holdings, LLC
2550 South Bayshore Drive, Suite 208
Miami, FL 33133

Prepared By:
Langan Engineering & Environmental Services, Inc.
15150 NW 79 Court
Miami Lakes, FL 33016
FL Certificate of Authorization No: 6601



Maximo G Polanco 
Digitally signed by Maximo G Polanco
DN: cn=Maximo G Polanco,
o=Langan Engineering and
Environmental Services Inc., c=US
Date: 2022.08.31 13:04:12-0400'

This item has been digitally signed and sealed by Maximo Polanco, PE on the date adjacent to the seal.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Maximo G. Polanco, P.E.
P.E. License No. 91355

Eric Schwarz, P.E., LEED AP
Principal/Vice President

29 August 2022

LANGAN

330078601

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Appendices

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Appendix D - Trip Generation Tables and ITE Excerpts

EXECUTIVE SUMMARY

Aligned Real Estate Holdings, LLC retained Langan Engineering and Environmental Services, Inc. to prepare a traffic-impact analysis for the South Dade Logistics & Technology District development for a proposed expansion of the Urban Development Boundary (UDB). As originally proposed and analyzed, the District would have covered 793 acres and consisted of approximately 9.3 million square feet of warehouse, distribution and logistics uses in addition to retail uses and hotel rooms. As currently proposed, the District will cover only 379.07 gross-acres, located north of SW 268th Street, between SW 122nd and SW 117th avenues, and north of SW 260th Street, primarily between SW 122nd and SW 112th avenues, and directly south and adjacent to the Florida Turnpike. As currently proposed, development within the District will consist of 5,911,961 square feet of warehouse uses, 85,000 square feet of supportive retail uses and a 150-room hotel which is expected to be built out by 2024. The District will now occupy fifty percent (50%) of the previously proposed land area. This study analyses the impacts of the reduced development program, which has been reduced by approximately 35% from the original application. The development of the District will require the expansion of the County's Urban Development Boundary and the redesignation of the area on the Comprehensive Development Master Plan (CDMP) from "Agricultural" to "Special District".

The applicants of the subject property divided the development into three phases. Phase I comprises 83.85 gross-acres; Phase II comprises 165.26 gross-acres and Phase III comprises 129.96 gross-acres. The proposed future land-use designation will be Special District whose permitted land uses will be similar to the "Industrial & Office" future land-use designation as defined in the county's Comprehensive Development Master Plan Land Use Element. The maximum development potential under the current future land-use designation is 76 single-family detached housing dwelling units.

This study presents the results of our analysis of the impacts of the new development program, which has been reduced by approximately 35% from the original application. As summarized below, the contraction of the boundaries of the District and the reduction in the development program will result in an overall reduction of 1,179 trips during the AM peak hour, 613 trips during the PM peak hour and 24,845 daily trips.

We prepared short-term concurrency (2024) and long-term (2045) roadway-capacity analyses on 30 roadway segments that included the following roads: SW 112th Avenue; Old Cutler Road; SW 127th Avenue; SW 147th Avenue; SW 157th Avenue; SW 216th Street; SW 232nd Street; SW 248th Street; SW 264th Street; SW 268th Street; US-1 (S. Dixie Highway); and the Homestead Extension of the Florida's Turnpike (HEFT). The short-term roadway-capacity analysis shows that all but one

study roadway segment are expected to operate within their adopted Level of Service (LOS) in 2024. However, this roadway segment (SW 248th Street between SW 127th Avenue and US-1) will exceed capacity with and without the proposed land-use designation change.

The long-term roadway-capacity analysis shows that all but six study roadway segments are expected to operate within their adopted LOS in 2045. However, only one of the six roadways exceeding capacity (SW 112th Avenue between SW 216th and SW 232nd streets) is significantly impacted by the proposed land-use designation change. The developers plan to mitigate the project's impacts to roadways that exceed their adopted LOS at the time of final development order approval through proportionate share payments as permitted by Florida Statutes.

Langan prepared trip-generation estimates for the site under the current and proposed future land-use designations using equations from the Institute of Transportation Engineers *Trip Generation Manual*, 11th Edition. The increase in potential vehicle trips after comparing the maximum development potential under the current and proposed future land-use designations is 17,469 daily, 1,035 morning peak-hour and 1,182 afternoon peak-hour net-new trips.

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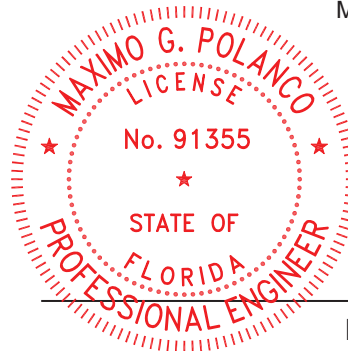
TRAFFIC IMPACT ANALYSIS

South Dade Logistics and Technology District

Miami-Dade County
Miami, Florida

Prepared For:
Aligned Real Estate Holdings, LLC
2550 South Bayshore Drive, Suite 208
Miami, FL 33133

Prepared By:
Langan Engineering & Environmental Services, Inc.
15150 NW 79 Court
Miami Lakes, FL 33016
FL Certificate of Authorization No: 6601



Maximo G Polanco



Digitally signed by Maximo G Polanco
DN: CN=Maximo G Polanco,
o=Qualitec, ou=15150 NW 79 Court, c=US,
c=LANGAN ENGINEERING AND ENVIRONMENTAL
SERVICES INC, C=US
Date: 2022.08.31 13:08:37-0400'

This item has been digitally signed and sealed by Maximo Polanco, PE on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Maximo G. Polanco, P.E.
P.E. License No. 91355

A handwritten signature in blue ink, appearing to read "E. Schwarz".

Eric Schwarz, P.E., LEED AP
Principal/Vice President

30 August 2022

LANGAN

330078601

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EXECUTIVE SUMMARY

Aligned Real Estate Holdings, LLC retained Langan Engineering & Environmental Services, Inc. to prepare a traffic-impact analysis for the South Dade Logistics and Technology District mix-use development (the "District") in unincorporated Miami-Dade County, Florida. As originally proposed and analyzed, the District would have covered 793 acres and consisted of approximately 9.3 million square feet of warehouse, distribution and logistics uses in addition to retail uses and hotel rooms. As currently proposed, the District will cover only 379.07 gross-acres, located north of SW 268th Street, between SW 122nd and SW 117th avenues, and north of SW 260th Street, primarily between SW 122nd and SW 112th avenues, and directly south and adjacent to the Florida Turnpike. As currently proposed, development within the District will consist of 5,911,961 square feet of warehouse uses, 85,000 square feet of supportive retail uses and a 150-room hotel which is expected to be built out by 2024. The District will now occupy fifty percent (50%) of the previously proposed land area. The development of the District will require the expansion of the County's Urban Development Boundary and the redesignation of the area on the Comprehensive Development Master Plan (CDMP) from "Agricultural" to "Special District".

This study presents the results of our analysis of the impacts of the new development program, which has been reduced by approximately 35% from the original application. As summarized below, the contraction of the boundaries of the District and the reduction in the development program will result in an overall reduction of 1,179 trips during the AM peak hour, 613 trips during the PM peak hour and 24,845 daily trips.

Even though the proposed development will be designed and constructed in phases, we performed a traffic study including all the development phases to determine the impacts of the full development program. We analyzed four signalized intersections and four stop-sign controlled intersections for the 2024 build conditions. The peak-hour traffic-impact analyses with the proposed development's impacts in 2024 yielded the following results:

- The signalized intersections are expected to operate within their adopted Level of Service (LOS) during the morning and afternoon peak-hours with the project's impacts.
- We optimized the signal timing, without changing the cycle length, of the intersections of SW 112th Avenue and SW 248th Street; and SW 268th Street and SW 127th Avenue to achieve an acceptable LOS and mitigate the development's impacts.
- We analyzed the intersection of SW 112th Avenue and SW 268th Street for the no-build and build conditions as a signalized intersection because the committed development Project

Flash, an approved warehouse development on the southeast corner of SW 272nd Street and SW 132nd Avenue, has committed to constructing a signal at this intersection.

- We analyzed the intersection of SW 112th Avenue and SW 248th Street for the no-build and build conditions with an exclusive northbound right turn lane because the nearby Altis Palms development, located at the southeast corner of the intersection, has committed to the design and construction of such improvement.
- We analyzed the intersection of SW 117th Avenue and SW 268th Street for the build conditions with an exclusive eastbound left turn lane because Phase III will be required to extend the two-way left turn lane on SW 268th Street from SW 119th Avenue to SW 117th Avenue.
- The eastbound and westbound stop-sign controlled approaches of SW 112th Avenue and SW 256th Street, are expected to operate beyond capacity during the morning and afternoon peak-hours with the development's impacts. We analyzed the intersection of SW 112th Avenue and SW 256th Street as a signalized intersection, which the developer of Phase 2 has committed to design and construct.
- The stop-controlled approaches of SW 268th Street at SW 107th and SW 117th avenues are expected to operate within their adopted LOS during the morning and afternoon peak hours.
- The eastbound approach of the stop-controlled intersection at SW 112th Avenue and SW 260th Street is expected to operate beyond its adopted LOS during the afternoon peak hour.
- The development has agreed to construct a roadway network to serve the traffic from the proposed development that will comprise the following roadways:
 - SW 256th Street from SW 117th Avenue to SW 109th Avenue
 - SW 260th Street/SW 261st Street from SW 117th to SW 112th Avenues
 - SW 117th Avenue from SW 268th Street to SW 256th Street
 - SW 264th Street from SW 117th Avenue to SW 122nd Avenue
- Driveway analyses, turn lane warrants into driveways, and gate queueing analyses will be assessed once a finalized site plan is developed for each phase of the South Dade Logistics Technology District.

Proposed Improvements

1. The developers have agreed to construct all subdivision improvements for all the existing and proposed roadways abutting the development area.
2. The developer for Phase 2 has agreed to construct the following offsite improvements:
 - a. Construct SW 256th Street from SW 112th to SW 117th avenues.
 - b. Construct SW 117th Avenue from SW 256th Street to SW 260th Street (at a point approximately 300' north of SW 261st Street)

- c. Construct SW 260th Street from SW 112th Avenue to SW 117th Avenue.
- d. Construct exclusive northbound and southbound right turn-lanes and exclusive northbound and southbound left-turn lanes at the intersection of SW 112th Avenue and SW 256th Street.
- e. Install a traffic signal at the intersection of SW 112th Avenue and SW 256th Street.
- f. Construct an exclusive northbound right-turn lane and an exclusive westbound turn lane at the intersection of SW 117th Avenue and SW 256th Street.
- g. Construct a bridge along SW 117th Avenue to cross the C-102 canal, subject to approval by the South Florida Water Management District (SFWMD).

We conducted intersection-capacity analyses for the existing, no build (future without project) and build (future with project) conditions. The proposed development is expected to generate 18,523 daily, 1,093 morning peak-hour, and 1,259 afternoon peak-hour net-new trips.

15150 N.W. 79th Court, Suite 200 Miami Lakes, FL 33016 T: 786.264.7200 F: 786.264.7201

To: Aligned Real Estate Holdings

From: Michael Carr, PE, LEED AP

Info: Miami-Dade County

Date: 29 April 2021 (*Revised 29 August 2022*)

Re: Water and Sewer Master Plan
South Dade Logistics and Technology District
Miami Dade County, Florida
Langan Project No.: 330078601

RECEIVED 9-1-22
RER Planning

The purpose of this technical memorandum is to describe the anticipated water and sewer demands and the anticipated improvements required for the proposed development program for the South Dade Logistics and Technology District. The development is generally located south of the Florida Turnpike and north of SW 268th Street between SW 112^h Avenue to the east and SW 122nd Avenue to the west. The section between future SW 117th Avenue and SW 112th Avenue south of the C-102 canal is not included in the project area.

The South Dade Logistics and Technology District consist of three development phases as described below and as shown in the attached Figures with the existing water and sewer infrastructure.

DEVELOPMENT PROGRAM

Development Phase I

- 1,492,670 SF of warehouse
- 5,000 SF of gas station and convenience store

Development Phase II

- 2,574,756 SF of warehouse
- 34,400 SF of fast food restaurant
- 6,600 SF gas station and convenience store
- 150 bed hotel
- 3,000 SF bank
- 36,000 SF of commercial (retail)

Development Phase III

- 1,844,535 SF of warehouse

Technical Memorandum

DEVELOPMENT PROJECTED WATER AND SEWER DEMAND

Based on the development program mentioned above, the development program's average daily demand for all three phase is 166,419 gallons per day (GPD) based on Miami-Dade County Schedule of Daily Rate Gallonage for Various Occupancy. A breakdown of the development programs demand per phase is provided below.

DEVELOPMENT PROGRAM PROJECTED AVERAGE DAILY DEMAND								
Phase	Land Use	Rate (GPD/SF)	Rate (GPD/Unit)	Rate (GPD/Room)	Building Area (SF)	Unit Count	Room Count	Total (GPD)
PH. I	Warehouse	0.02	-	-	1,492,670	-	-	29,853
PH. I	Commercial (Projected Demand Assumes Gas Station/Convenience	0.65	-	-	5,000	-	-	1,625
		-	450	-	-	1	-	450
Subtotal								31,928
PH. IIA	Warehouse	0.02	-	-	1,944,308	-	-	38,886
PH. IIB	Warehouse	0.02	-	-	385,699	-	-	7,714
PH. IIC	Fast Food Restaurant	0.65	-	-	34,400	-	-	22,360
PH. IIC	Gas Station/Convenience Store*	-	450	-	-	1	-	450
		0.65	-	-	6,600	-	-	2,145
PH. IIC	Hotel	-	-	115	-	-	150	17,250
PH. IIC	Bank	0.1	-	-	3,000	-	-	300
PH. IIC	Commercial	0.1	-	-	26,000	-	-	2,600
PH. IID	Warehouse	0.02	-	-	244,749	-	-	4,895
PH. IID	Commercial	0.1	-	-	10,000	-	-	1,000
Subtotal								97,600
PH. III	Warehouse	0.02	-	-	1,844,535	-	-	36,891
PH. III	Commercial	0.1	-	-	0	-	-	0
Subtotal								36,891
* 50% of Convenience Store is implemented as a fast food restaurant.								
TOTAL								166,419

PHASED PROPOSED IMPROVEMENTS

There are no existing water mains within the proposed development area and there is only a transmission force main in the development area. The overall project shall connect to the nearby existing infrastructure at the locations summarized below and extend the infrastructure described below to serve the development.

Potable Water – Points of Connection

1. Connect to the existing 12-inch water main located approximately 550 feet south of the intersection of SW 112th Avenue and SW 248th Street within the SW 112th Avenue right-of-way. (Atlas S-30B)
2. Connect to the existing 12-inch water main located within SW 122nd Avenue near the intersection of SW 122nd Avenue and SW 264th Street. (Atlas T-31B)
3. Connect to existing 12-inch water main located within SW 268th Street near the intersection of SW 268th Street and SW 119th Avenue. (Atlas T-31B)
4. Connect to the existing 8-inch water main located within SW 256th Street near the intersection of SW 256th Street and SW 109th Avenue. (Atlas S-30B)

Technical Memorandum

Sanitary Sewer – Points of Connection

1. Sewershed A – Connect to an existing 12-inch sanitary sewer force main at the intersection of SW 112th Avenue and SW 248th Street within the SW 112th Avenue right-of-way. (Atlas S30-B)
2. Sewershed B – Connect to the 12-inch sanitary sewer force main installed to serve Sewer shed A at the intersection of SW 256th Street and SW 112th Avenue.
3. Sewershed C - Phase IIB and portions of Phase III shall connect to the existing gravity sewer discharging to an existing pump station (PS #1030) located near the intersection of SW 268th Street and SW 119th Place. (Atlas T31-B)

Phases I and II – Potable Water

1. Connect to the existing 12-inch water main located approximately 550 feet south of the intersection of SW 112th Avenue and SW 248th Street and extend a 16-inch water main southerly along SW 112th Avenue to a proposed 12-inch water main in SW 256th Street and to a proposed 12-inch water main at the intersection of SW 260st Street and SW 112th Avenue.
2. Connect to the existing 12-inch water main located within SW 122nd Avenue near the intersection of SW 122nd Avenue and SW 264th Street and extend 12-inch water main within SW 122nd Avenue north across the C-102 canal to interconnect with the 12-inch water main loops within the development.
3. Connect to the existing 8-inch water main located within SW 256th Street near the intersection of SW 256th Street and SW 109th Avenue and extend a 12-inch water main westerly to the proposed 16-inch water main within SW 112th Avenue.
4. 12-inch water main loops through the proposed development as required.

Refer to **ATTACHMENT B** FIG-01

Phase I and II – Sanitary Sewer (areas west of SW 112th Avenue)

1. Install a MDWASD sanitary sewer public pump station within the Phase I/II Development to serve this development area.
2. From the proposed pump station extend a 12-inch sanitary force main east within SW 256th Street to SW 112th Avenue.
3. Extend a 12-inch sanitary force main north within SW 112th Avenue to the proposed point of connection which is a 12-inch sanitary force main at the intersection of SW 112th Avenue and SW 248th Street.
4. Extend 8-inch gravity sewer within the site development as needed.

Technical Memorandum

Phase II – Sanitary Sewer (areas east of SW 112th Avenue)

1. Install a MDWASD sanitary sewer public pump station within the Phase II Development to serve this development area.
2. Extend an 8-inch sanitary sewer force main from the proposed pump station to the 12-inch sanitary sewer force main installed to serve Sewershed A at the intersection of SW 256th Street and SW 112th Avenue.

Refer to **ATTACHMENT B** FIG-02

Phase IIB and III (areas south of the SFWMD Canal) – Potable Water

1. Connect to existing 12-inch water main located within SW 268th Street near the intersection of SW 268th Street and SW 119th Avenue and extend 16-inch water main in SW 268th Street easterly, from SW 119nd Avenue to SW 117th Avenue.
2. Extend a 16-inch water main northerly within SW 117th Avenue crossing the C-102 canal to a 12-inch water main (installed during a previous phase) at the SW 117th Avenue and SW 260th Street intersection.
3. Extend 12-inch water main loops through the proposed development as required.

Refer to **ATTACHMENT B** FIG-01

Phase IIB and III (areas south of the SFWMD Canal) – Sanitary Sewer

1. Phase IIB and portions of Phase III shall connect to the existing gravity sewer discharging to an existing pump station (PS #1030) located near the intersection of SW 268th Street and SW 119th Place. This pump station is currently operating under capacity according to the attached NAPOT times. A conservative estimate of approximately 28,000 GPD was utilized for this analysis. (See Attachment D)
2. Extend 8-inch gravity sewer within the site development as needed.

Refer to **ATTACHMENT B** FIG-02

PROPOSED IMPROVEMENTS CAPACITY ANALYSIS

Langan completed a preliminary capacity analysis based on the proposed water and sewer improvements mentioned above. We analyzed the proposed water main extensions to confirm that they meet Miami-Dade County fire flow requirements (3,000 GPM) during average flow conditions for the proposed development. We also confirmed the proposed sanitary sewer force main extension is within a reasonable flow rate for the proposed development. A summary of the analysis is provided below.

Technical Memorandum

Water Main Improvements

Requirements

- Confirm the water main extension can provide the average daily flow requirements during a fire flow condition at the hydraulically distant point and meet minimum pressure requirements of 20 PSI during average daily flow conditions and with a 3,000 GPM fire flow condition. Based on recent fire hydrant flow tests at the connection points we are confident that the proposed water distribution network will meet the flow and pressure requirements.

Sanitary Sewer Improvements

Requirements

- Confirm the sanitary sewer force main extension can operate within a reasonable flow rate based on the projected demands.

Results (refer to Attachment C)

Per the attached sanitary sewer force main calculations, the proposed 12-inch sanitary force main will operate at a velocity of approximately 1.31 feet per second (fps) which is less than 10 State Standards – Recommended Standards for Wastewater Facilities of 2 fps and 15 fps. However, MDWASD requires a sanitary force main size of 12-inches and a pump can be chosen that will exceed the minimum design peak flow rate to achieve the minimum cleansing velocity.

CONCLUSION

Based on the analysis described above the proposed water main extensions and sanitary sewer main extensions are sufficient to properly provide the development with potable water and sanitary sewer services.

FIG-01 Water Main Improvements

FIG-02 Overall Sewer Extension Plan

Attachment A – Water Sewer Atlas

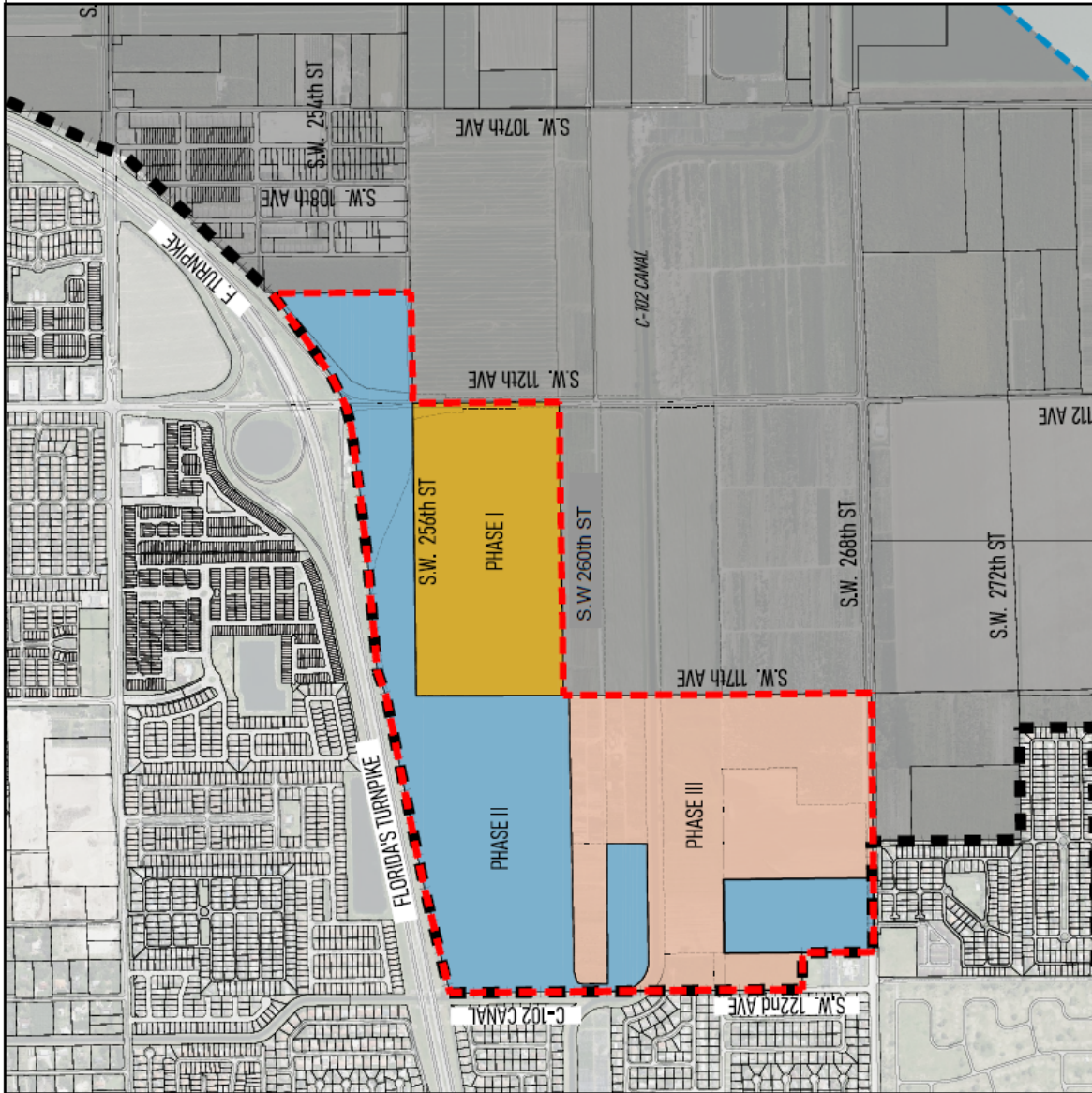
Attachment B – Water and Sewer Figures

Attachment C – Sanitary Sewer Calculations







Attachment D – Pump Station No. 1030 NAPOT Report

Attachment E - Miami-Dade County Schedule of Daily Rate Gallonage for Various Occupancy

FIGURES



LEGEND

-  Urban Development Boundary 2020
-  Proposed UDB expansion Total Gross Area: 379.07 Acres
-  Urban Expansion Area (UEA)
-  DENOTES PHASE I
-  DENOTES PHASE II
-  DENOTES PHASE III

0' 500' 1,000'



SOUTH DADE - SDLTD AMENDED APPLICATION AREA, MIAMI, FL
 ALIGNED REAL ESTATE HOLDINGS
 RLC
 2016/03 04

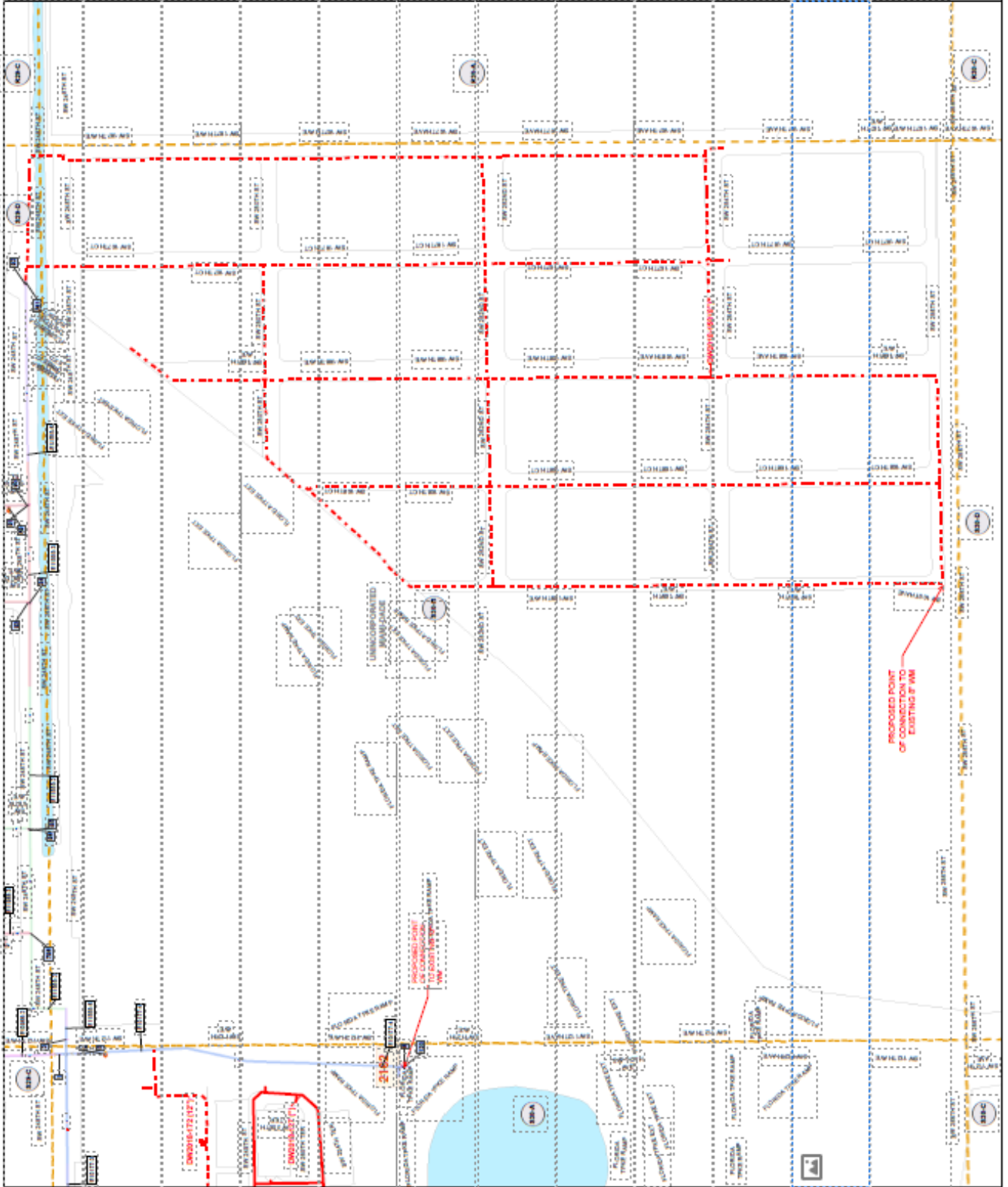
Attachment A – Water and Sewer Atlases

Miami-Dade
Water and Sewer Department
Atlas - S30-B
S-30 T-56 R-40

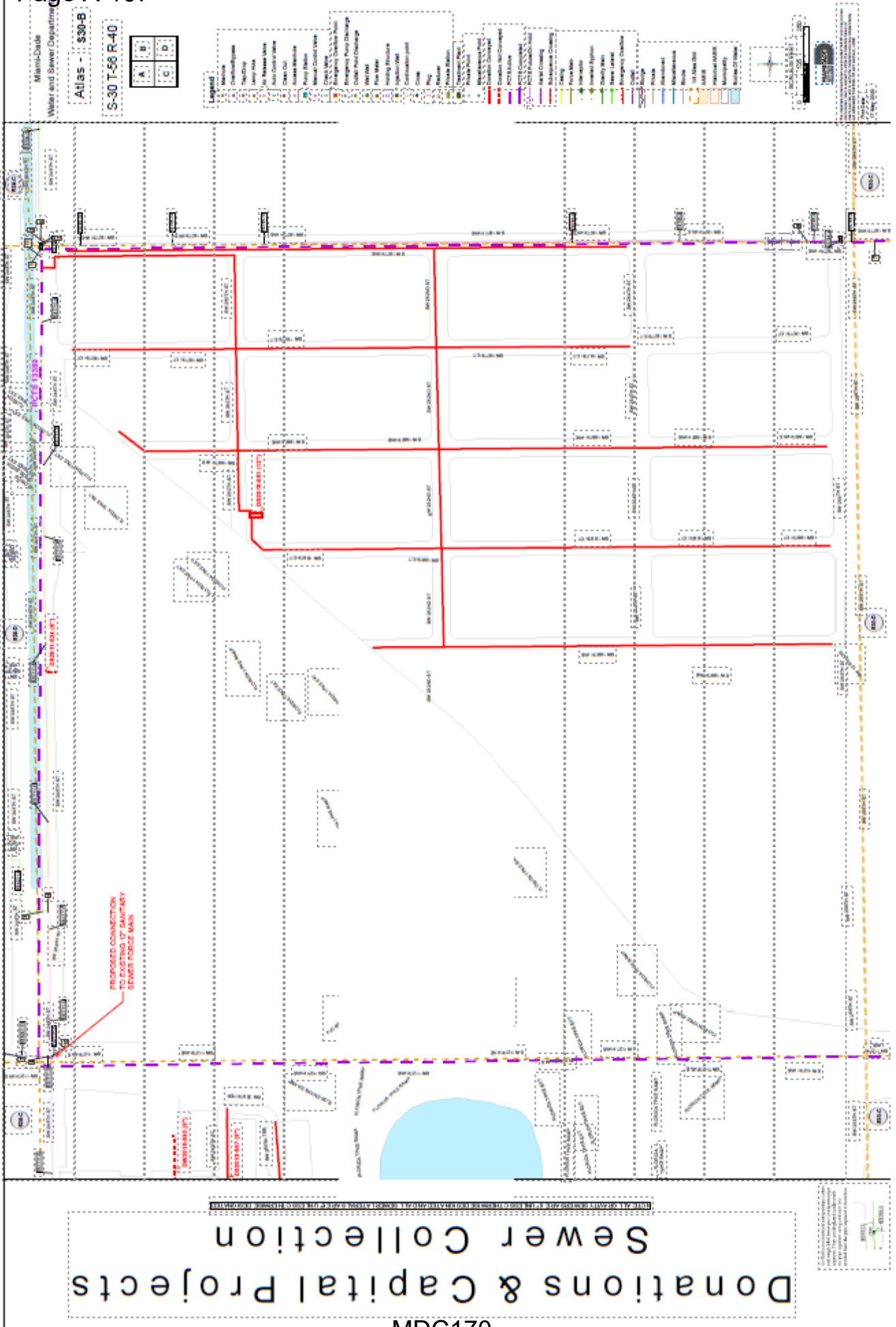
A	B
C	D

Legend

- 1'00" Sewer Main
- 1'00" Water Main
- 1'00" Gas Main
- 1'00" Storm Main
- 1'00" Electric Main
- 1'00" Telephone Main
- 1'00" Cable Main
- 1'00" Fiber Optic Main
- 1'00" Fire Main
- 1'00" Irrigation Main
- 1'00" Sewer Lateral
- 1'00" Water Lateral
- 1'00" Gas Lateral
- 1'00" Storm Lateral
- 1'00" Electric Lateral
- 1'00" Telephone Lateral
- 1'00" Cable Lateral
- 1'00" Fiber Optic Lateral
- 1'00" Fire Lateral
- 1'00" Irrigation Lateral
- 1'00" Sewer Valve
- 1'00" Water Valve
- 1'00" Gas Valve
- 1'00" Storm Valve
- 1'00" Electric Valve
- 1'00" Telephone Valve
- 1'00" Cable Valve
- 1'00" Fiber Optic Valve
- 1'00" Fire Valve
- 1'00" Irrigation Valve
- 1'00" Sewer Manhole
- 1'00" Water Manhole
- 1'00" Gas Manhole
- 1'00" Storm Manhole
- 1'00" Electric Manhole
- 1'00" Telephone Manhole
- 1'00" Cable Manhole
- 1'00" Fire Manhole
- 1'00" Irrigation Manhole
- 1'00" Sewer Catch Basin
- 1'00" Water Catch Basin
- 1'00" Gas Catch Basin
- 1'00" Storm Catch Basin
- 1'00" Electric Catch Basin
- 1'00" Telephone Catch Basin
- 1'00" Cable Catch Basin
- 1'00" Fire Catch Basin
- 1'00" Irrigation Catch Basin
- 1'00" Sewer Pump Station
- 1'00" Water Pump Station
- 1'00" Gas Pump Station
- 1'00" Storm Pump Station
- 1'00" Electric Pump Station
- 1'00" Telephone Pump Station
- 1'00" Cable Pump Station
- 1'00" Fire Pump Station
- 1'00" Irrigation Pump Station
- 1'00" Sewer Treatment Plant
- 1'00" Water Treatment Plant
- 1'00" Gas Treatment Plant
- 1'00" Storm Treatment Plant
- 1'00" Electric Treatment Plant
- 1'00" Telephone Treatment Plant
- 1'00" Cable Treatment Plant
- 1'00" Fire Treatment Plant
- 1'00" Irrigation Treatment Plant
- 1'00" Sewer Storage Tank
- 1'00" Water Storage Tank
- 1'00" Gas Storage Tank
- 1'00" Storm Storage Tank
- 1'00" Electric Storage Tank
- 1'00" Telephone Storage Tank
- 1'00" Cable Storage Tank
- 1'00" Fire Storage Tank
- 1'00" Irrigation Storage Tank
- 1'00" Sewer Distribution System
- 1'00" Water Distribution System
- 1'00" Gas Distribution System
- 1'00" Storm Distribution System
- 1'00" Electric Distribution System
- 1'00" Telephone Distribution System
- 1'00" Cable Distribution System
- 1'00" Fire Distribution System
- 1'00" Irrigation Distribution System
- 1'00" Sewer Collection System
- 1'00" Water Collection System
- 1'00" Gas Collection System
- 1'00" Storm Collection System
- 1'00" Electric Collection System
- 1'00" Telephone Collection System
- 1'00" Cable Collection System
- 1'00" Fire Collection System
- 1'00" Irrigation Collection System
- 1'00" Sewer Conduit
- 1'00" Water Conduit
- 1'00" Gas Conduit
- 1'00" Storm Conduit
- 1'00" Electric Conduit
- 1'00" Telephone Conduit
- 1'00" Cable Conduit
- 1'00" Fire Conduit
- 1'00" Irrigation Conduit
- 1'00" Sewer Tunnel
- 1'00" Water Tunnel
- 1'00" Gas Tunnel
- 1'00" Storm Tunnel
- 1'00" Electric Tunnel
- 1'00" Telephone Tunnel
- 1'00" Cable Tunnel
- 1'00" Fire Tunnel
- 1'00" Irrigation Tunnel
- 1'00" Sewer Pipeline
- 1'00" Water Pipeline
- 1'00" Gas Pipeline
- 1'00" Storm Pipeline
- 1'00" Electric Pipeline
- 1'00" Telephone Pipeline
- 1'00" Cable Pipeline
- 1'00" Fire Pipeline
- 1'00" Irrigation Pipeline
- 1'00" Sewer Pipeline
- 1'00" Water Pipeline
- 1'00" Gas Pipeline
- 1'00" Storm Pipeline
- 1'00" Electric Pipeline
- 1'00" Telephone Pipeline
- 1'00" Cable Pipeline
- 1'00" Fire Pipeline
- 1'00" Irrigation Pipeline
- 1'00" Sewer Pipeline
- 1'00" Water Pipeline
- 1'00" Gas Pipeline
- 1'00" Storm Pipeline
- 1'00" Electric Pipeline
- 1'00" Telephone Pipeline
- 1'00" Cable Pipeline
- 1'00" Fire Pipeline
- 1'00" Irrigation Pipeline



Donations & Capital Projects
 Water Valve & Distribution



Donations & Capital Projects
Sewer Collection

MDC170

Water and Sewer Disparaging
Atlas - S30-B
S-30 T-56 R-40

A	B
C	D

- Legend
- Manhole
 - Valve
 - Sanitary Sewer
 - Force Main
 - Storm Sewer
 - Water Main
 - Gas Main
 - Electric Conduit
 - Telephone Conduit
 - Fire Hydrant
 - Water Meter
 - Sanitary Sewer Manhole
 - Force Main Manhole
 - Storm Sewer Manhole
 - Water Main Manhole
 - Gas Main Manhole
 - Electric Conduit Manhole
 - Telephone Conduit Manhole
 - Fire Hydrant Manhole
 - Water Meter Manhole
 - Sanitary Sewer Valve
 - Force Main Valve
 - Storm Sewer Valve
 - Water Main Valve
 - Gas Main Valve
 - Electric Conduit Valve
 - Telephone Conduit Valve
 - Fire Hydrant Valve
 - Water Meter Valve
 - Sanitary Sewer Manhole
 - Force Main Manhole
 - Storm Sewer Manhole
 - Water Main Manhole
 - Gas Main Manhole
 - Electric Conduit Manhole
 - Telephone Conduit Manhole
 - Fire Hydrant Manhole
 - Water Meter Manhole



11/11/2011
Water and Sewer Disparaging
Atlas - S30-B
S-30 T-56 R-40

Main-Office
Water and Sewer Department

Atlas - T31-B

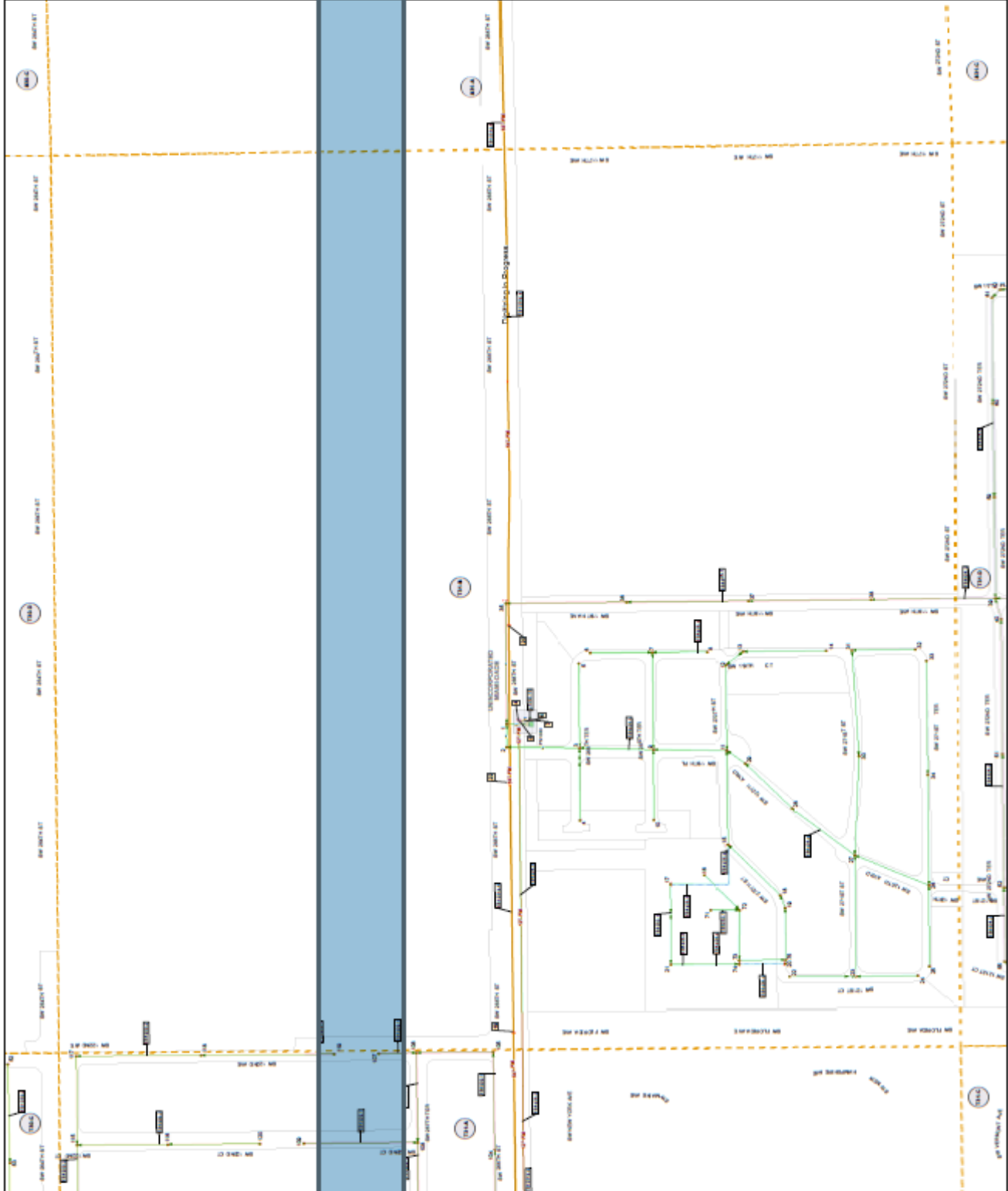
S-38 T-56 R-39

A	B
C	D

- Legend**
- AP Release Valve
 - Manhole
 - Check/Backflow
 - Trap/Chg
 - Lamp Hole
 - Full Contact Valve
 - Clear Oil
 - Manual Control Valve
 - Alarm Manhole
 - Pump Station
 - Emergency Overflow Point
 - Emergency Pump Discharge
 - Outfall Point Discharge
 - WWT/WP
 - Combustion point
 - Check
 - Plug
 - Relieve
 - Flow Meter
 - Holdup Structure
 - Injection Tank
 - Pressure Station
 - Treatment Plant
 - Hydro-Pneumatic Tank
 - Manhole/Inlet Point
 - Water Crossing
 - Stormwater Crossing
 - Slurry
 - Flow Main
 - Stormwater
 - Inverted Siphon
 - Storm Main
 - Storm Lateral
 - Emergency Overflow
 - Outfall
 - Bridge
 - Private
 - Manhole
 - Block
 - 1/8" Air Gap
 - Check Valve
 - Alarm
 - Manhole Access
 - Manhole
 - Block of Valve

SCALE IN FEET
0 50 100 200

18 Aug 2023

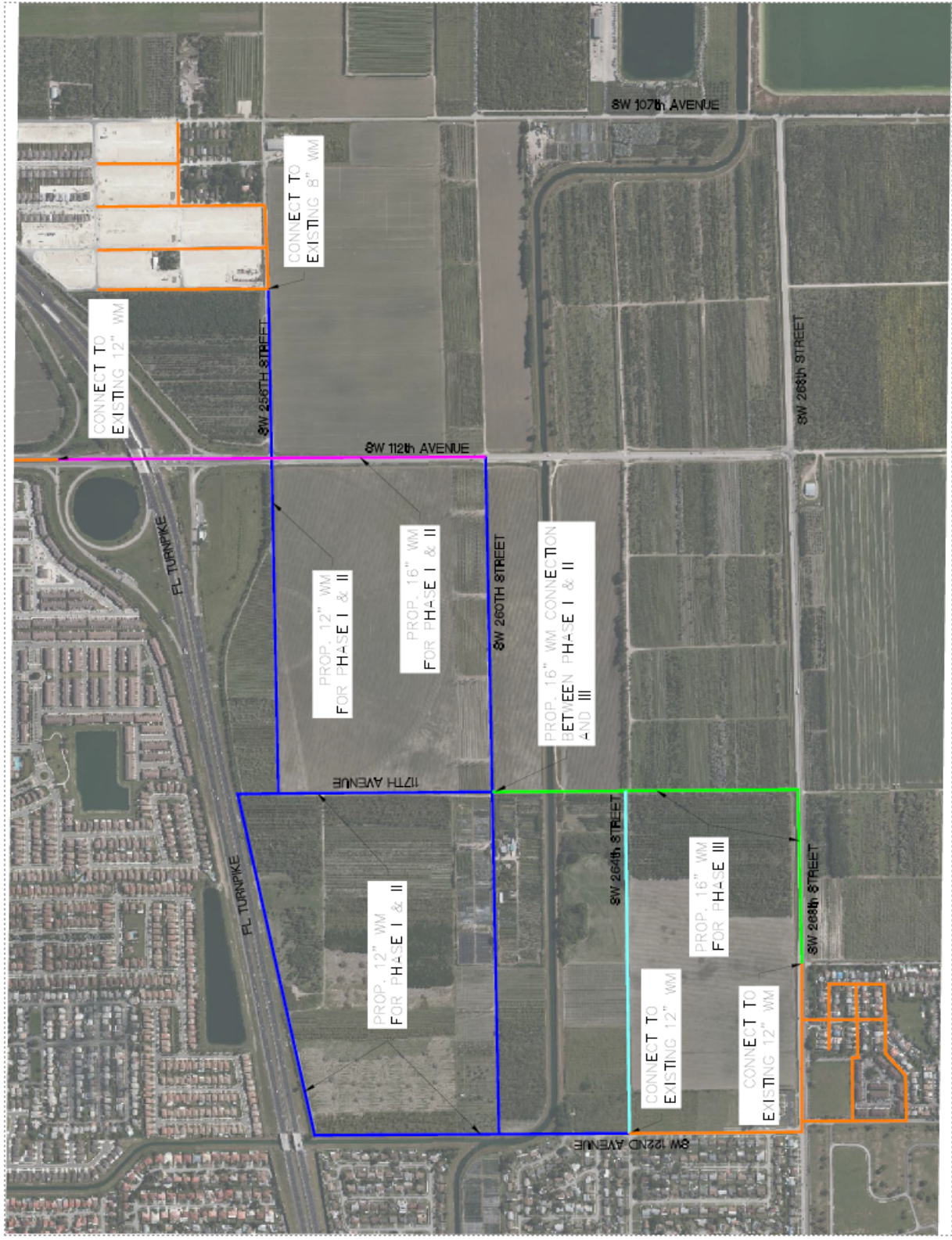


Sewer Collection

Attachment B – Water And Sewer Figures



	PHASE I & II 12" WM
	PHASE I & II 16" WM
	PHASE III 12" WM
	PHASE III 16" WM



DATE	DESCRIPTION	BY

LANGAN
 Langan Engineering and
 Construction Services, Inc.
 110 East Broward Boulevard, Suite 1200
 Fort Lauderdale, FL 33301
 TEL: 954.344.1100 FAX: 954.344.1101
 WWW.LANGAN.COM

ALIGNED - SOUTH
 DADE PROPERTY

MANAUCOR COUNTY
 HAVENLAND
 FL 33141

WATER MAIN
 IMPROVEMENTS

PROJECT NO. 200016601
 DATE 11/11/11
 DRAWN BY
 CHECKED BY

FIG-01



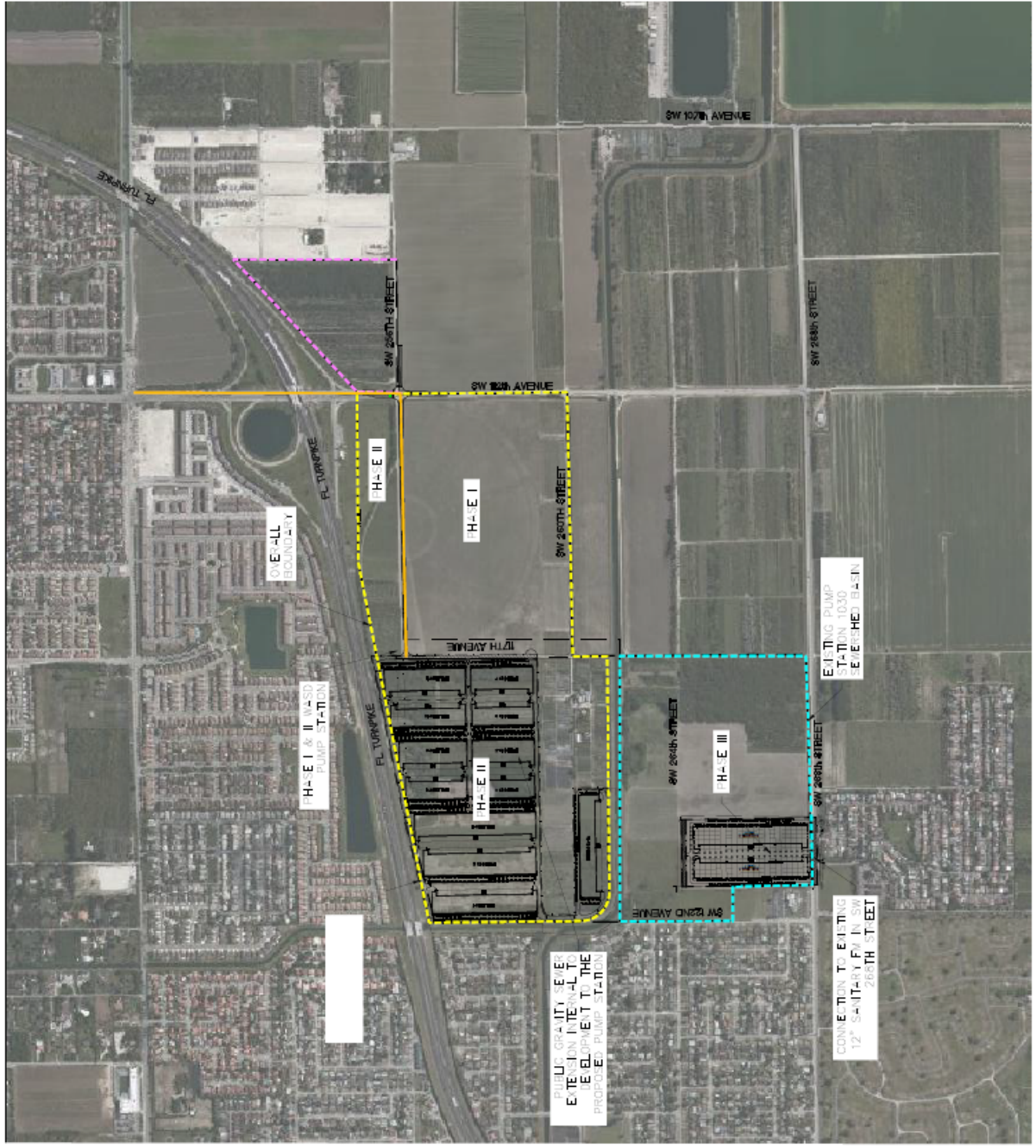
DATE	DESCRIPTION	BY

LANGAN
 Langan Engineering & Environmental Services, Inc.
 1550 NW 7th Court, Suite 200
 Ft. Lauderdale, FL 33304
 P: 954.576.4444 F: 954.576.4445
 WWW.LANGAN.COM

SOUTH DADE LOGISTICS AND TECHNOLOGY DISTRICT

OVERALL SEWER EXTENSION PLAN

PROJECT NO.	DATE	SCALE	FIGURE
1807254	3/2020	AS SHOWN	FIG-02
DESIGNED BY	CHECKED BY	IN CHARGE	DATE



Attachment C – Sanitary Sewer Calculations

Technical Memorandum

Sanitary Force main Velocity Calculations

Pipe Diameter	12	inches
Peaking Factor	4	
Average Daily Flow Rate	166,419	GPD
Peak Flow Rate	462.28	GPM
Velocity	1.31121	fps

**Technical
Memorandum**

**Attachment D – Pump Station No. 1030 NAPOT
Report**



Pump Station Capacity Estimator

This Is Not An Official Document

8/29/2022 11:52 AM - Version i2.20

Calculations are based on the criteria stipulated in Section 24-42.3, Miami-Dade Code, and Federal Consent Decree (Case: No. 1:12-cv-24400-FAM)

Please be aware that the information obtained with this Application is for general information only, and it is only correct as of the time and date in which the search was executed. Consequently, the information obtained with this application DOES NOT CONSTITUTE AN OFFICIAL DEPARTMENTAL DETERMINATION or APPROVAL for your project. For any additional information about the **Pump Station Capacity Estimator** application, please refer to the [Application Guidelines](#) or contact the **RER-DEEM Wastewater Permitting Section** at 305-372-6600 or via email at PSO@miamidade.gov

* Required fields

Search Criteria	
Sanitary Sewer Utility *	30 - UNINCORPORATED DADE COUNTY ▼
Pump Station Number *	1030 ▼
Proposed Projected Flow (GPD) *	28000 GPD (Only numbers are allowed)
Project will require, or is part of, a Sewer Extension *	Yes ▼
<input type="button" value="Submit"/> <input type="button" value="Clear"/>	

Pump Station Capacity Estimator Result → UNCONDITIONAL ALLOCATION ALLOWED ←

Search Criteria Detailed Result	
Sanitary Sewer Utility	30 - UNINCORPORATED DADE COUNTY
Pump Station Number	1030
Proposed Projected Flow (GPD)	28,000 GPD
Project will require, or is part of, a Sewer Extension	Yes

Pump Station Downstream	Pump Station Owner	Pump Station Number	Moratorium Code	Projected NAPOT	Proposed Hrs (Δt)	Proposed Projected Hrs
Receiving PS	30	1030	OK	3.48	1.33	4.81
↓	30	SD	--	--	--	--

Treatment Plant Codes

- CD Central District Treatment Plant
- ND North District Treatment Plant
- SD South District Treatment Plant
- TP Homestead Treatment Plant
- AV Americana Village

Moratorium Codes

- AC Approved And Corrected
- AH Approved And Corrected - HAMA Limited
- AM Absolute Moratorium - NAPOT Above 10. Plan Submitted
- CH Conditional Moratorium - HAMA Limited
- CM Conditional Moratorium
- CN Conditional Moratorium - New Collection System
- DE Decommissioned - Removed
- FH No Allocations - MH GT 10 HAMA Ltd
- FN No Allocations - MH GT 10
- IM Initial Moratorium
- IN Incomplete - Information Missing
- OH OK - HAMA Limited
- OK OK
- RM Restricted Moratorium
- TH No Allocations - Due To High Hours With HAMA
- TM Temporary Moratorium

Pump Station Acronyms

- GPD Gallons Per Day
- HAMA High Annual Monthly Average
- NAPOT Nominal Avg. Pump Operating Time

**Technical
Memorandum**

**Attachment E – Miami-Dade County Schedule of
Daily Rate Gallonage for Various Occupancy**

**EXHIBIT "B" OF AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND**

SCHEDULE OF DAILY RATED GALLONAGE FOR VARIOUS OCCUPANCY

<u>TYPES OF LAND USES</u>	<u>GALLONS PER DAY (GPD)</u>
RESIDENTIAL LAND USES	
Single Family Residence	210 gpd/unit (under 3,001 sq. ft.)
	310 gpd/unit (3,001-5,000 sq. ft.)
	510 gpd/unit (over 5,000 sq. ft.)
Townhouse Residence	165 gpd/unit
Apartment	135 gpd/unit
Mobile Home Residence/Park	160 gpd/unit
Duplex or Twin Home Residence	150 gpd/unit
Residential Facility/Institution:	
a) Congregate Living Facility (CLF)	75 gpd/bed
b) Apartment Dormitory	100 gpd/unit
c) Fire Station	10 gpd/100 sq. ft.
d) Jail	150 gpd/person
e) Other	100 gpd/person
COMMERCIAL LAND USES	
Airport:	
a) Common Area/Concourse/Retail	10 gpd/100 sq. ft.
b) Food Service	see restaurant use for allocation
Bank	10 gpd/100 sq. ft.
Banquet Hall (with or without kitchen)	10 gpd/100 sq. ft.
Bar, Cocktail Lounge, Nightclub, or Adult Entertainment	20 gpd/100 sq. ft.
Barber Shop	10 gpd/100 sq. ft.
Beauty Shop	25 gpd/100 sq. ft.
Big Box Retail	2.5 gpd/100 sq. ft.
Bowling Alley	100 gpd/lane
Car Wash:	
a) Manual Washing	350 gpd/bay
b) Automated Washing	5,500 gpd/bay
Coin Laundry	110 gpd/washer
Country Club with or without kitchen	20 gpd/100 sq. ft.
Dentist's Office	20 gpd/100 sq. ft.
Fitness Center or Gym	10 gpd/100 sq. ft.
Funeral Home	5 gpd/100 sq. ft.
Gas Station/Convenience Store/Mini-Mart:	
a) Without car wash	450d/unit
b) With single automated car wash	1,750 gpd/unit
Additional single automated car wash	1,300 gpd/unit
Hospital	250 gpd/bed
Hotel or Motel	115 gpd/room

TYPES OF COMMERCIAL LAND USES (CONTINUED)	
House of Worship	10 gpd/100 sq. ft.
Industrial use NOT discharging a process wastewater and NOT utilizing potable water for an industrial process (including but not limited to automotive repair, boat repair, carpentry, factory, machine shop, welding)	4 gpd/100 sq. ft.
Industrial use discharging a process wastewater or utilizing potable water for an industrial process based on system design and evaluation by the Department	4 gpd/100 sq. ft.
Kennel	15 gpd/100 sq. ft.
Marina	60 gpd/slip
Nail Salon	30 gpd/100 sq. ft.
Nursing/Convalescent Home	125 gpd/bed
Office Building	5 gpd/100 sq. ft.
Pet Grooming	20 gpd/100 sq. ft.
Physician's Office	20 gpd/100 sq. ft.
Public Park:	
a) With toilets only	5 gpd/person
b) With toilets and showers	20 gpd/person
Public Swimming Pool Facility	30 gpd/person
Recreational Vehicle (RV) Park (seasonal use)	150 gpd/space
Restaurant	
a) Fast Food	65 gpd/100 sq. ft.
b) Full Service	100 gpd/100 sq. ft.
c) Take-Out	100 gpd/100 sq. ft.
Retail	10 gpd/100 sq. ft.
School:	
a) Day care/Nursery (adults and children)	10 gpd/100 sq. ft.
b) Regular school	12 gpd/100 sq. ft.
Self-service storage units	1.5 gpd/100 sq. ft.
Shopping Center/Mall Shell/Common Area	10 gpd/100 sq. ft.
Spa	20 gpd/100 sq. ft.
Sporting Facilities and Auditorium	3 gpd/seat
Theater	
a) Indoor	1 gpd/seat
b) Outdoor/Drive-in	5 gpd/space
Veterinarian Office	20 gpd/100 sq. ft.
Warehouse/Speculation Building	2 gpd/100 sq. ft.
Wholesale Food Preparation (including but not limited to meat markets and commissaries)	35 gpd/100 sq. ft.

LEGEND:

gpd - gallons per day
sq. ft. - square feet

NOTES:

- 1) Sewage gallonage refers to sanitary sewage flow on a per unit and/or use basis for average daily flow in gallons per day.
- 2) Condominiums shall be rated in accordance with the specific type of use (e.g., apartment, townhouse, warehouse, etc.).

January 11th, 2022
Revised 3 February 2022
Revised 21 March 2022 per 2/25/22 DERM Memo
Revised 29 August 2022

RECEIVED 9-1-22
RER Planning

Marina Blanco-Pape, PE
Division Director
Water Management RER-DERM
701 NW 1st Court
Miami, FL 33136

**Re: Conceptual Stormwater Management Master Plan
South Dade Logistics and Technology District
Miami Dade County, Florida
Langan Project No.: 330078601**

Dear Marina:

The purpose of this Conceptual Stormwater Management Master Plan is to articulate the stormwater management design standards for the entire South Dade Logistics and Technology District (SDLTD) and to provide reasonable assurances that the standards can be met. The development is approximately 379 acres, generally located south of the Florida Turnpike and north of SW 268th Street, between SW 117th Avenue to the east and SW 122nd Avenue to the west. The development will primarily consist of warehouse/distribution buildings and the supporting ancillary uses. A summary of the proposed uses is below.

Please refer to **Appendix A** for development Phase Map.

Development Program

Development Phase I

- 1,492,670 SF of warehouse
- 5,000 SF of commercial

Development Phase II

- 2,574,756 SF of warehouse
- 150 bed hotel
- 80,000 SF of commercial (retail)

Development Phase III

- 1,844,535 SF of warehouse

STORMWATER REQUIREMENTS FOR THE DEVELOPMENT

The CDMP Amendment creates a Special District that establishes certain development criteria that will apply to all phases of development, including Phases I, II, and III (the "South Dade Logistics and Technology District", or "SDLTD", or the "District"). Below is a summary of the stormwater requirements for the proposed Special District. Phases I, II, and III will each be subject to these criteria or the current Miami-Dade County or State of Florida design criteria, whichever is more stringent. All elevations provided here are NGVD29. (To convert those elevations to NAVD88 subtract 1.54 feet)

1. The runoff from all phases of development (Phases I, II, and III) shall meet the retention requirements for the 100-year, 3-day storm event peak stage. With the exception of existing or relocated agricultural drainage or conveyance swales, there will be no overflow discharges from the SDLTD to the C-102 Canal or offsite. Retention onsite shall include the runoff generated by the 100-YR 3-day storm event, as well as dispersing sheet flows to retention areas, swales or other flow conveyance mechanisms. Infrastructure and other elements constructed to meet this retention requirement shall be designated to function for that purpose as long as the development remains in operation. Any future changes shall only be allowed after review and approval by Miami-Dade County RER-DERM of alternative retention strategies to the same storm event peak or higher, to be designed and constructed.
2. Site elevations will be raised on average to 8 feet NGVD29, or to any higher standard in the County Flood Criteria or the Code of Miami-Dade County in effect at the time of permitting, whichever is more stringent. This requirement shall apply to all development sites within the District except for swales and stormwater retention areas.
3. Existing agricultural ditches and conveyance swales within the District will be retained, protected, or relocated as needed to maintain current functions serving upstream areas outside of the development or other areas inside of the proposed development. A signed and sealed engineering analysis demonstrating current and future conveyance function for any agricultural ditch or conveyance swale retained, protected, relocated, or planned to be eliminated shall be approved by the County before any physical changes to existing conveyance functions can occur. Only existing agricultural ditches and conveyance swales shown to only serve agricultural areas within the District may be eliminated, and only after alternate conveyance function identified in the approved engineering analysis (if required), is completed.
4. All nonagricultural development shall comply with Chapter 18C of the Miami-Dade County Code, entitled "Miami-Dade County Ordinance for Florida-Friendly Fertilizer Use on Urban Landscapes."
5. All nonagricultural land area within 50 feet of the C-102 canal or any existing agricultural ditches shall be considered a "fertilizer-free zone" as defined by Chapter 18C.
6. All landscaping shall be consistent with "Florida-friendly landscaping" requirements in order to reduce fertilizer and water needs.

The Chapter 163 Development Agreement under review by the County binds the Phase II Developers and Owners and the County to the above-described stormwater infrastructure requirements. In addition, the Development Agreement contains provisions governing the infrastructure elements including:

1. Maintenance responsibilities
2. Anticipated permitting requirements
3. Compliance with local regulations
4. Requirement for full environmental site assessments
5. Wetland assessments and permits (as required)
6. Water and Sewer system resiliency requirements

Similarly, the conceptual stormwater design requirements will be incorporated into the Special District text in the CDMP Amendment, and, as such, will control the development of Phases I and III.

STORMWATER DESIGN INTENT

The primary means to meet the stormwater design requirements described in this document will be through a network of exfiltration trenches and surface retention areas to meet the volumetric storage requirements of the 100-year, 3-day storm event. Based on discrete percolation testing within a representative portion of the development area, the exfiltration capability and quality of the native soils is believed to be able to support the use of exfiltration trench as the primary means of stormwater runoff disposal. The exfiltration trench and surface retention areas will be designed in accordance with Miami-Dade County criteria effective at the time of permitting and the design criteria described in the CDMP Application, whichever is more stringent. All Phases of development (Phases I, II, and III) will be graded to meet stormwater requirements as described above, or the County Flood Criteria, FEMA FIRM, Florida Building code and State regulation requirements at the time of permitting, whichever is more stringent. Miami-Dade County and State water quality treatment requirements, whichever is most stringent, will be met at the time of permitting.

RESILIENCY MEASURES

Background

The average October water table elevation in the project area is currently 3.0 NGVD29 according to Miami Dade County's "October Water Table and Miami Dade County Flood Criteria" Map. Based on the projected 2 feet of sea level rise forecast for 2060, the projected groundwater elevation in this area will be approximately 5 feet NGVD29.

The 100-year flood elevation based on current FEMA FIRM maps varies across the project area between elevations 6 feet NGVD29 and 10 feet NGVD29. Based on the preliminary FEMA FIRM maps, the site is located within Zone AE elevation of 11.5 NGVD29.

Proposed Buildings and Site

The proposed public infrastructure will be designed in accordance with the proposed design considerations described in this document to alleviate the sea level rise impacts associated with the predictions described in the Unified Sea Level Rise Projection Report (2019), Southeast Florida Regional Climate Change Compact.

All phases of development (Phases I, II, and III) shall meet the retention requirements for the 100-year, 3-day storm event peak stage as described in this document.

ENVIRONMENTAL INVESTIGATION

Preliminary environmental evaluations of soil and groundwater quality have been conducted within Phase II and portions of Phase III of the overall development. The objective of the soil and groundwater quality evaluation were to assess the impacts of historical agricultural land uses on future stormwater management through exfiltration trenches and swales. The level of soil and groundwater assessment was prepared from a due diligence perspective in accordance with the parameters listed in the Interim Site Assessment Guidance for Former Agricultural Sites in Miami-Dade County (September 16, 2020).

The identified soil and groundwater impacts from the limited assessment is consistent with prior site use (i.e., agricultural). The soil and groundwater data obtained to date does not indicate widespread contamination from agricultural use at this site. The available data does not preclude the standard stormwater management best management practices of exfiltration trench and swales at the site. It is acknowledged that additional soil and groundwater data collection and evaluation will be needed at the time of development to facilitate approvals through DERM PRS and DERM WCS.

Alternative Design Considerations

Understanding the land area within the Special District is agricultural land; if required, the project can utilize other stormwater management best management practices to address stormwater quality and quantity requirements such as piping of runoff to areas free of restrictions, exfiltration trenches at depths below the level of contamination, drainage wells, soil removal and replacement, or surface storage in capped or lined impoundments.

EXISTING AGRICULTURE DITCH SYSTEMS

Existing agricultural ditches and conveyance swales within the District will be retained, protected, or relocated as needed to maintain current functions serving upstream areas outside of the development or other areas inside of the proposed development. A signed and sealed engineering analysis demonstrating current and future conveyance function for any agricultural ditch or conveyance swale retained, protected, relocated, or planned to be eliminated shall be approved by the County before any physical changes to existing conveyance functions can occur. Only existing agricultural ditches and conveyance swales shown to only serve agricultural areas within the District may be eliminated, and only after alternate conveyance function identified in the approved engineering analysis (if required), is completed. The existing conveyance systems are shown on **Appendix B** Fig-01.

Complete title searches for Phase I, II, and III properties will be required to identify any existing canal right-of-way, reservations, or easements associated with the existing agricultural ditches. The results from the title searches shall be provided as part of the signed and sealed engineering reports required for any agricultural ditch or conveyance swale retained, protected, relocated or planned to be eliminated. The Water Control Plan (PB 126 PG39) or any updates of said plan effective at the time of permitting shall be included in the title search and analysis resulting in the signed and sealed report required for all the ditches within the development. Any existing or planned canal or ditches within the development area (Phases I, II, and III) as shown in PB 126 PG 39, or any updates of said plan effective at the time of permitting, will be subject to dedication to the County and/or issuance of a Class III permit.

COASTAL HIGH HAZARD FLOOD ZONE AND FLOOD PLAIN COMPENSATION

The SDLTD is currently located within the Category 1 Hurricane Hazard classification based on the National Hurricane Center (NHC) modeling analysis using the SLOSH model. AECOM ran a post development hydrodynamic model assuming a uniform site elevation of the original 793 acre proposed development of 8-feet NGVD29. The AECOM model concluded that raising the elevations of the proposed development mitigates SDLTD from the risk associated with the Category 1 Hurricane Hazard classification. In addition, the AECOM hydrodynamic model concluded the overall impact to the adjacent areas to be negligible after the raising of the area to an elevation of 8-feet NGVD29.

SDLTD is located within a coastal flood plain. Therefore, according to SFWMD requirements flood plain compensation is not required for raising the existing elevations of the property. Historical flow paths from adjacent properties discharging to the project, if any, will be maintained with bypass swales, with prior approval from the SFMWD.

Please refer to **Appendix C** for the AECOM report.

NEIGHBORING PROPERTIES DRAINAGE

We looked at three areas to determine the potential impact of the development on the neighboring developments. They include the following areas.

1. Northwest Residential area generally near SW 259th Terrace and SW 122nd Court
2. Southwest Residential area generally near SW 264th Street and SW 122nd Avenue
3. Northeast Residential area generally near SW 256th Street and SW 109th Avenue.

The proposed development will include by-pass swales or other means of conveyance, if required to maintain existing drainage flow patterns from the neighboring properties so there are no negative impacts post-development compared to the existing pre-development conditions

If you have any questions, please do not hesitate to contact me at 786-264-7234.

Sincerely,

Langan Engineering and Environmental Services, Inc.



Michael Carr, PE, LEED AP
Senior Project Manager
Florida Professional Engineer Lic. No. 72424



Monica Blanco, PE
Senior Staff Engineer

Enclosure(s): Appendix A - Development Phasing Plan
Appendix B – Existing Conveyance Systems (FIG-01)
Appendix C – AECOM Report

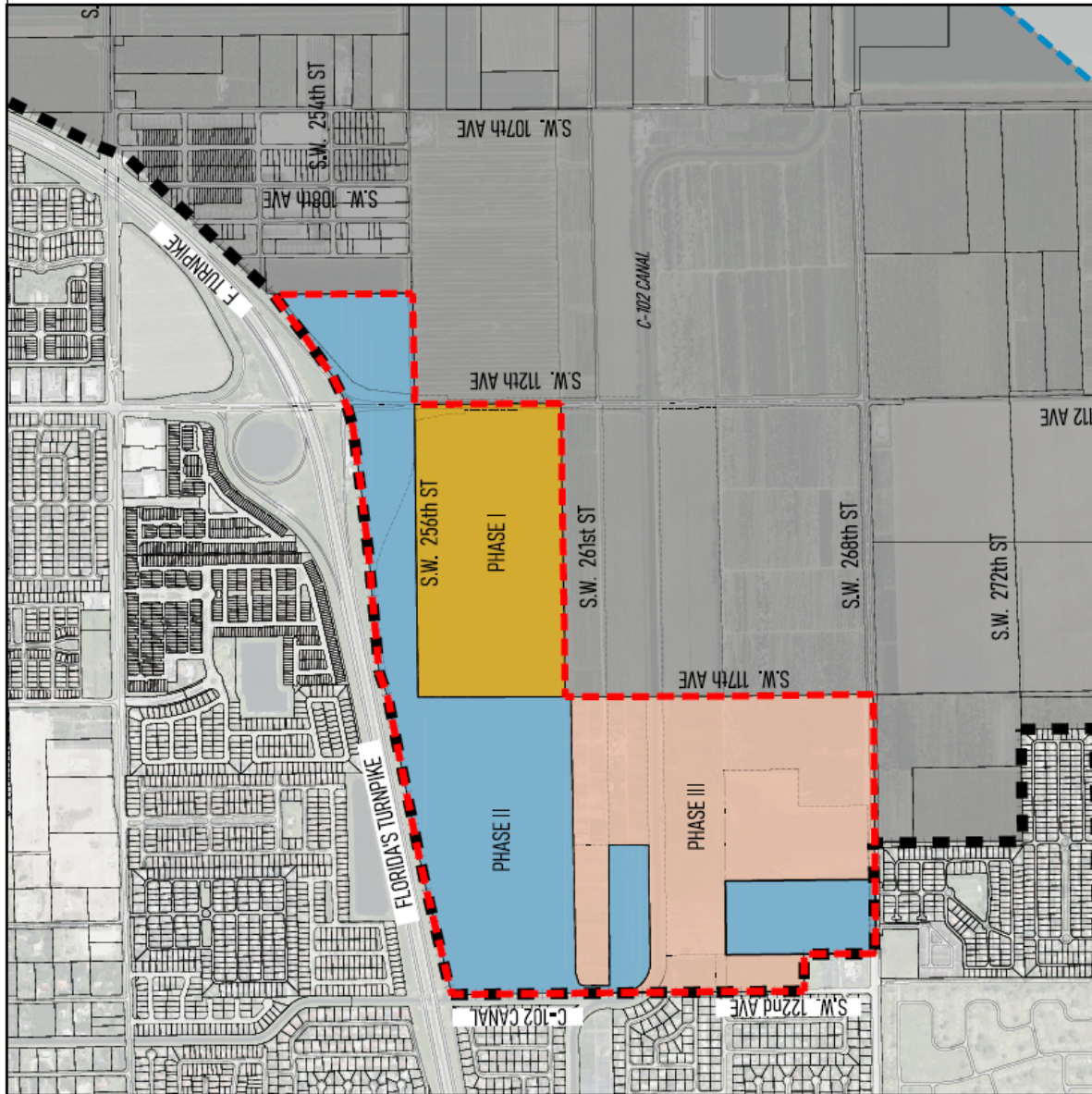
cc: Jose Hevia, John Hall, Ed Swakon, Jeff Bercow

FL Certificate of Authorization No. 6601

\\langan.com\data\FTL\data6\330078601\Project Data\Discipline\Site Civil\Reports\Conceptual Overall SWM Master Plan\Narrative Report\2022-08-29 Conceptual SWM Master Plan - Reduced Scope.docx

Appendix A

Development Phasing Plan



LEGEND

- Urban Development Boundary 2020
- Proposed LDB expansion
Total Gross Area: 379,07 Acres
- Urban Expansion Area (UEA)
- DENOTES PHASE I
- DENOTES PHASE II
- DENOTES PHASE III

0' 500' 1,000'

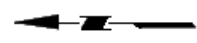


SOUTH DADE - SDLTD AMENDED APPLICATION AREA. MIAMI, FL
 ALIGNED REAL ESTATE HOLDINGS

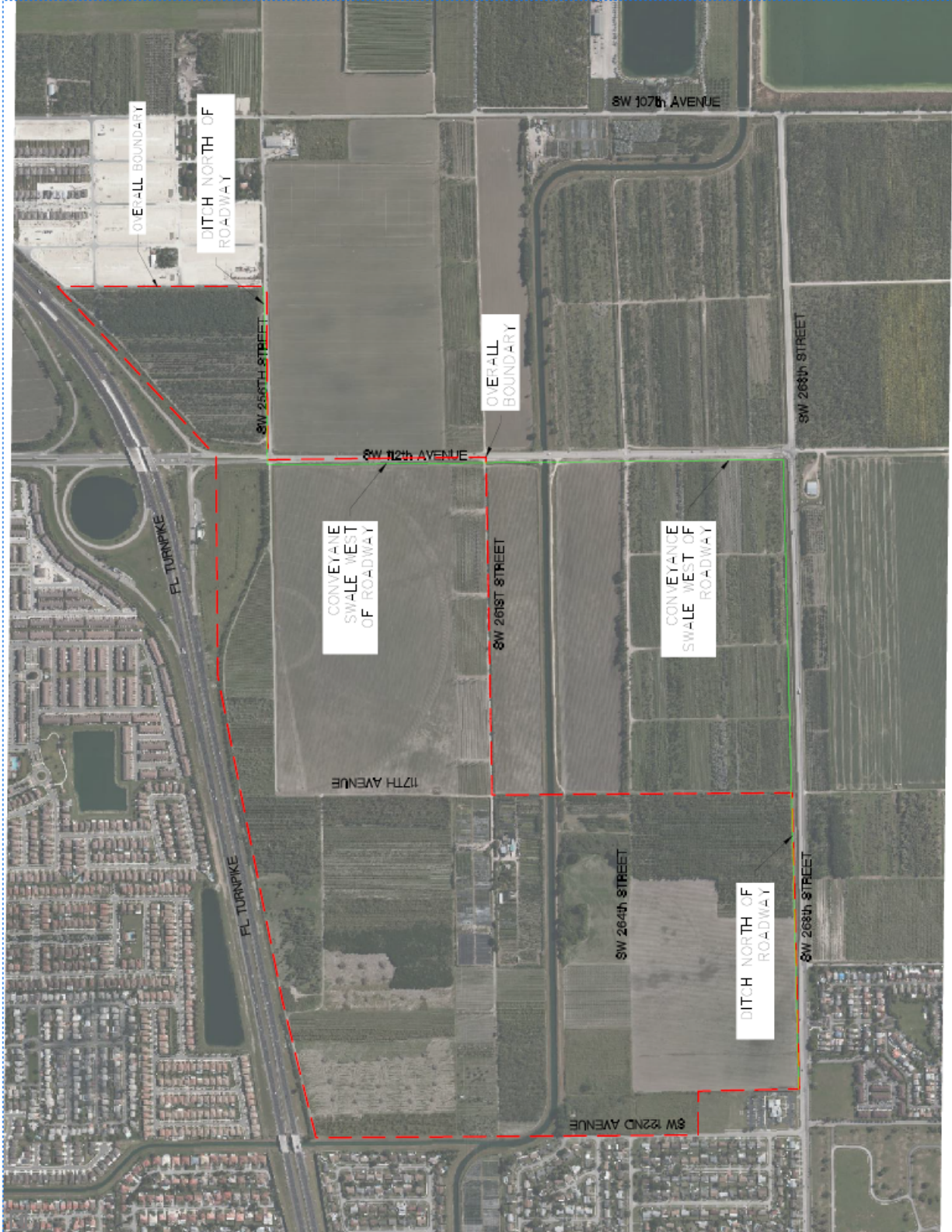
RLC
 1"=1,000'
 2015.03

Appendix B

Existing Conveyance Systems



	EXISTING DITCH
	SITE BOUNDARY



SP#	Drawn By	Scale
LANGAN Langan Engineering and Environmental Services, Inc. 110 East Stewart Street, Suite 1000 Tampa, Florida 33602 Tel: 813-289-2200 Fax: 813-289-2201 www.langan.com		
ALIGNED - SOUTH DADE PROPERTY		
HIGHLAND COUNTY FLORIDA 19817 19th		
EXISTING CONVEYANCE SYSTEM		
Project No.	Sheet No.	Title
19817 19th	3000000001	FIG-01
Drawn By	Checked By	

Appendix C
AECOM Report



AECOM
1625 Summit Lake Drive
Suite 300
Tallahassee, FL 32317
www.aecom.com

September 7, 2021

S. Dade Logistic and Technology District
C/O Jose Hevia, Managing Member
Aligned Real Estate Holdings, LLC
Mr. Jose Hevia
Aligned Real Estate Holdings, LLC
1450 Brickell Avenue, Suite 2180
Miami, Florida 33131

Subject: Hydrodynamic Modeling Analysis Results

AECOM conducted a hydrodynamic modeling analysis to evaluate the impacts of land development in the South Miami-Dade County area on behalf of Aligned Real Estate Holdings, LLC. The purpose of the analysis is to support a permit application and focused on the impacts of raising and re-grading the proposed site. The site is currently considered to be in the Category 1 Hurricane Hazard area, and it is expected that the raising and re-grading will remove the proposed site from that classification.

The Category 1 Hurricane Hazard classification is based on Nation Hurricane Center (NHC) modeling analysis using the SLOSH model. In preparation of this analysis, attempts were made to obtain the NHC SLOSH model, model grid and input files for the analysis. The concept was to recreate the existing hazard classification with the model files, and then modify the SLOSH grid to represent the raising and re-grading and rerun the analysis to demonstrate that (1) the proposed site is no longer in the hazard classification and (2) there are no adverse flooding effects in adjacent areas. Because the SLOSH model files were not made available by the NHC, an alternate approach was developed.

AECOM was recently involved in the FEMA Coastal Flood Hazard analysis for South Florida. The study used the FEMA approved ADCIRC model which includes detailed coverage of the proposed site. This existing modeling framework was used to meet the same objectives as was intended with the NHC SLOSH modeling framework. The FEMA project included over 350 storm simulations, which covered a range of tropical storms, including Category 1 and more severe events.

The approach using the FEMA data includes:

- (1) Identify from the existing ADCIRC model outputs three storms that inundate the proposed site, but not the surrounding higher elevated areas. Although the FEMA analysis included over 350 storms, only a few key storms impact the flooding in any area. AECOM reviewed the FEMA model outputs to select these key storms.
- (2) Rerun those existing storms to recreate the original FEMA results. This assures that we properly implemented the ADCIRC model. The FEMA implementation of 350 storms included a grid that encompasses the Atlantic Ocean entire northern and southern hemispheres and was implemented on a 1200 node supercomputer. To reduce the computational effort, the FEMA grid extent was reduced to

Mr. Hevia
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- include the study area and sufficient adjacent areas to properly simulate the storm inundation. The grid resolution was maintained or improved in this process.
- (3) Modify the ADCIRC grid to represent the raising and re-grading of the proposed site. The land elevations at the proposed site (Phase I) and two adjacent areas (Phase II) are assumed will be raised and regraded to 8 feet NVDG (6.5 feet NAVD88) at the same time as the proposed site.
 - (4) Re-run the 3 storms with the proposed elevation modifications
 - (5) Evaluate the model outputs, comparing them to the original outputs (i.e. the existing grid without raising and re-grading).

The results from each of these 5 tasks is described below.

Storm Selection

Each of the FEMA's 350 storm simulations produces a 'maxele' file that records the highest water elevation during the storm event at each node in the grid. FEMA does not categorize the storms that are simulated by the Saffir-Simons scale, but rather by intrinsic parameter values such as pressure deficit, radius to maximum winds and forward speed. Even if they were categorized by the Saffir-Simons scale we would need to search through the results for each storm to identify those that impacted the proposed site. To identify the key storms, AECOM selected grid nodes both on the property and on the elevated property to the west and then created a script to extract the peak storm elevations at each of these nodes. The results were reviewed to determine if a storm inundated the proposed site without inundating the higher areas to the west. Three storms were identified using this approach, with FEMA storm identification numbers of 33, 234 and 248. The inundation pattern for each storm, along with the proposed site and two adjacent areas are shown in Figures 1 through 3.

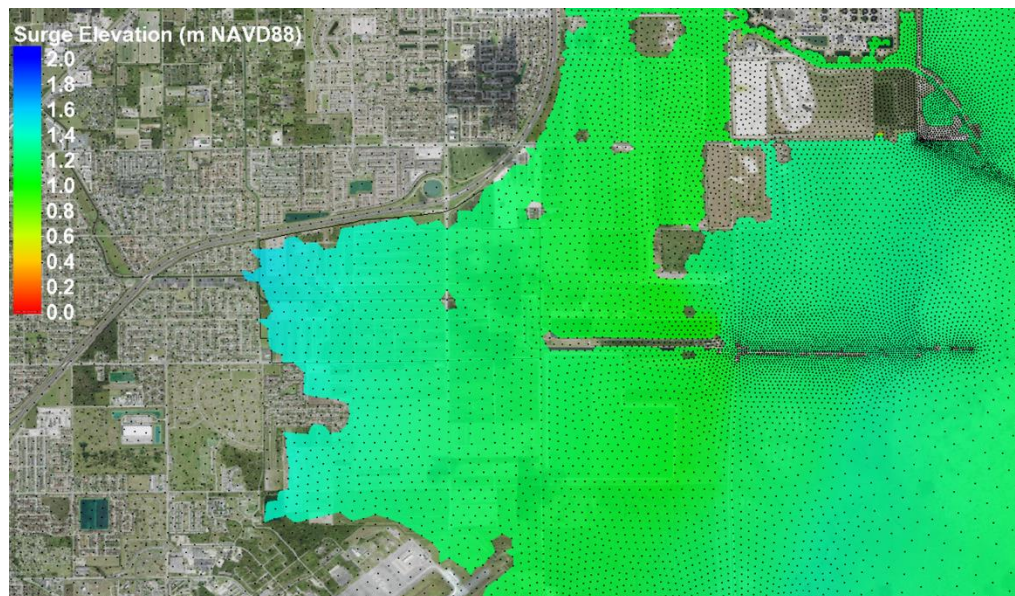


Figure 1 FEMA Flood Inundation for Storm #33

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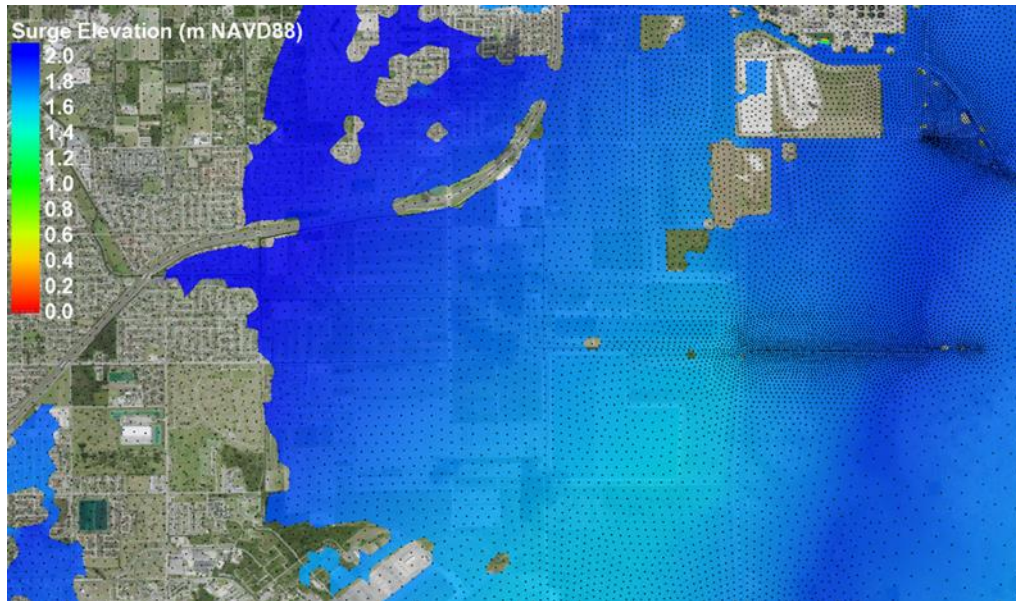


Figure 2 FEMA Flood Inundation for storm #234

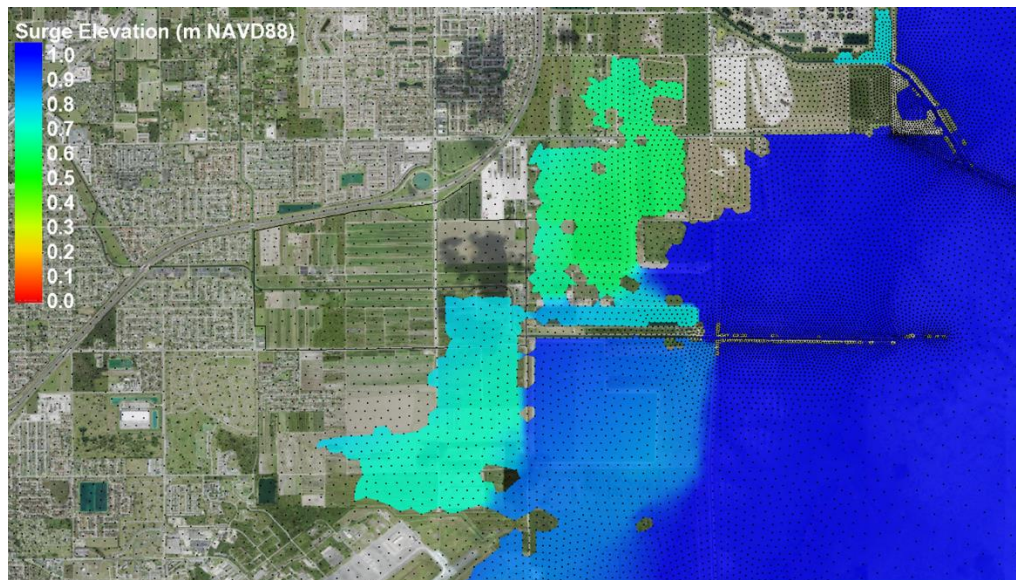


Figure 3 FEMA Flood Inundation for Storm #248

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Reduced Grid and Verification of Storm Results

An image of the reduced FEMA ADCIRC grid is shown in Figure 4 below, and the mesh resolution in the area of the proposed site is shown in Figure 5 on the following page. The grid covers the lower east coast of Florida, including Biscayne Bay and parts of the Florida Keys and the overland regions including the proposed site.



Figure 4 Reduced Extent Mesh

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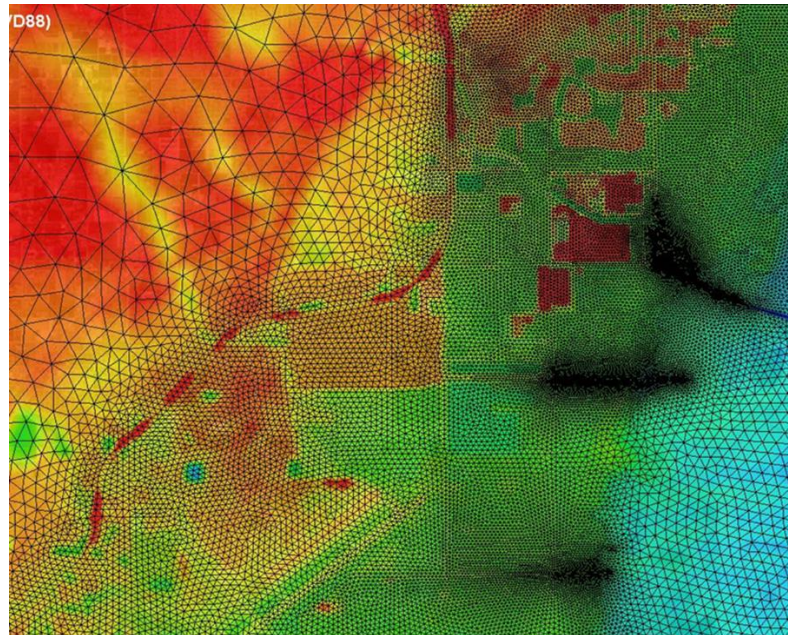


Figure 5 Grid Resolution in area of Proposed Site

The offshore hydrograph for each of the 3 storms identified in Task 1 were used to force the model at the offshore boundary. The simulated results are shown in Figure 6 through 8 on pages 6 and 7. A comparison of these plots with the original FEMA simulations shown in Figures 1 through 3 show good agreement and indicate that the reduced mesh provides the same extent of flood inundation as the original mesh. Results for the reduced mesh have a slightly higher peak surge, on the order of an approximately one inch. However, these differences relatively small, and since it is a comparative analysis (with and without project) these differences will not affect the outcome of the analysis.

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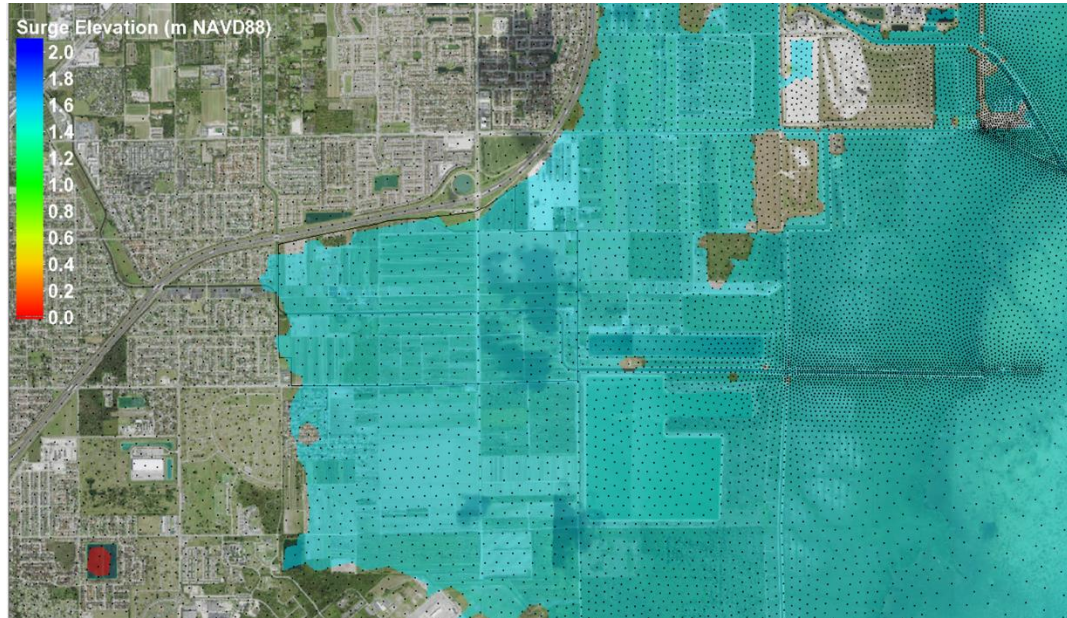


Figure 6 Reduced Inundation Results for Storm #33

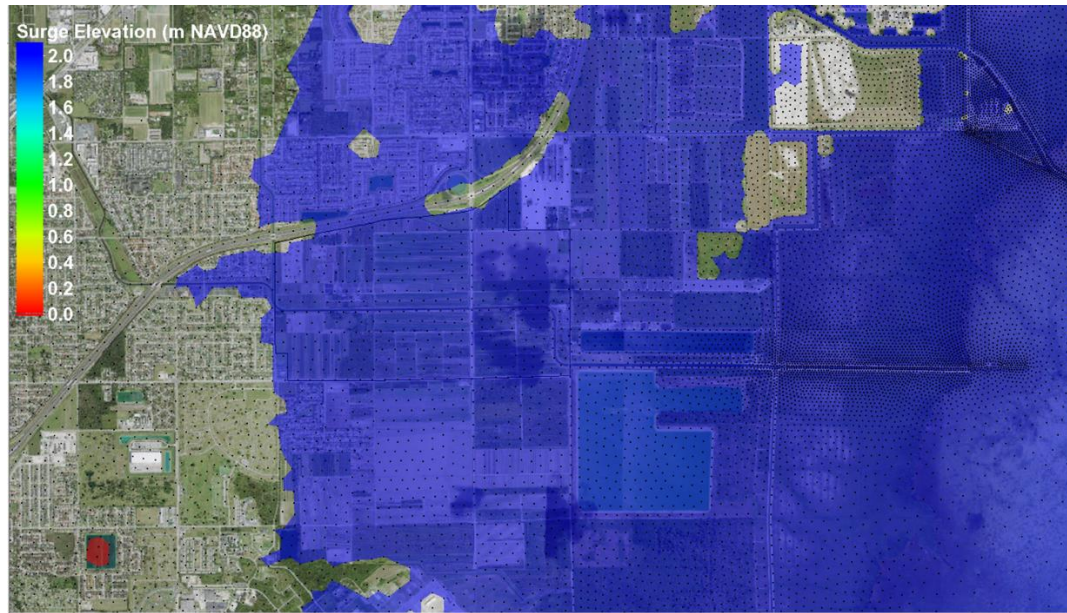


Figure 7 Reduced Inundation Results for Storm #238

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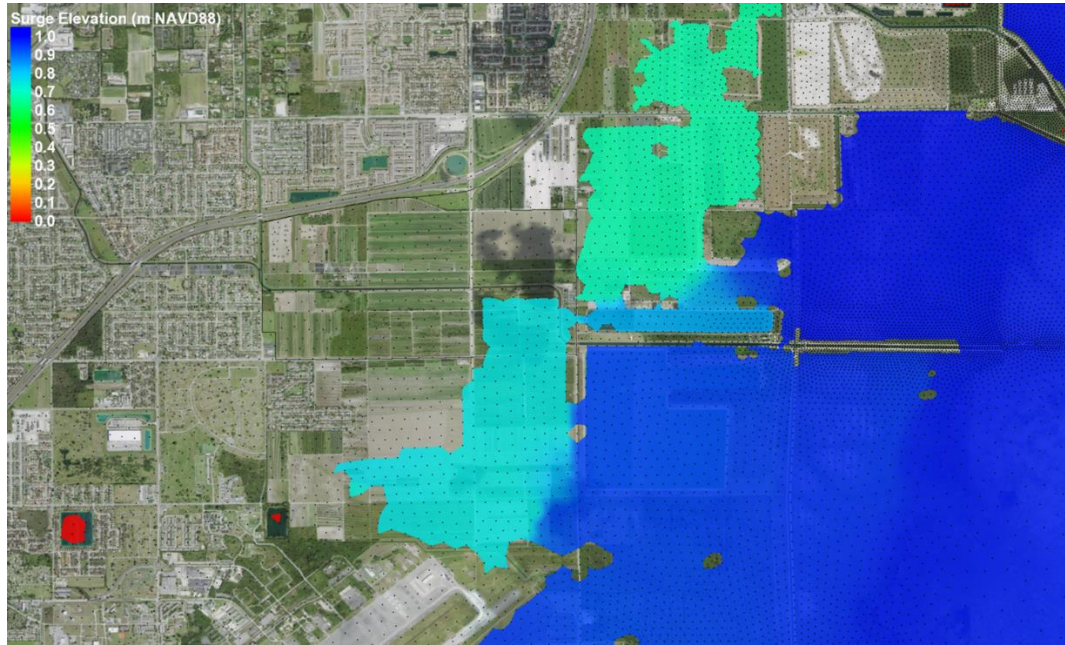


Figure 8 Reduced Inundation Results for Storm #243

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Modified Grid Elevations to Represent the Proposed Site Raising and Re-grading

The ADCIRC grid was modified to represent the raising and re-grading to 8 feet NGVD (6.5 feet NAVD88) of the site and the two adjacent parcels. The regraded areas as implemented on the grid are shown in Figure 9 below.

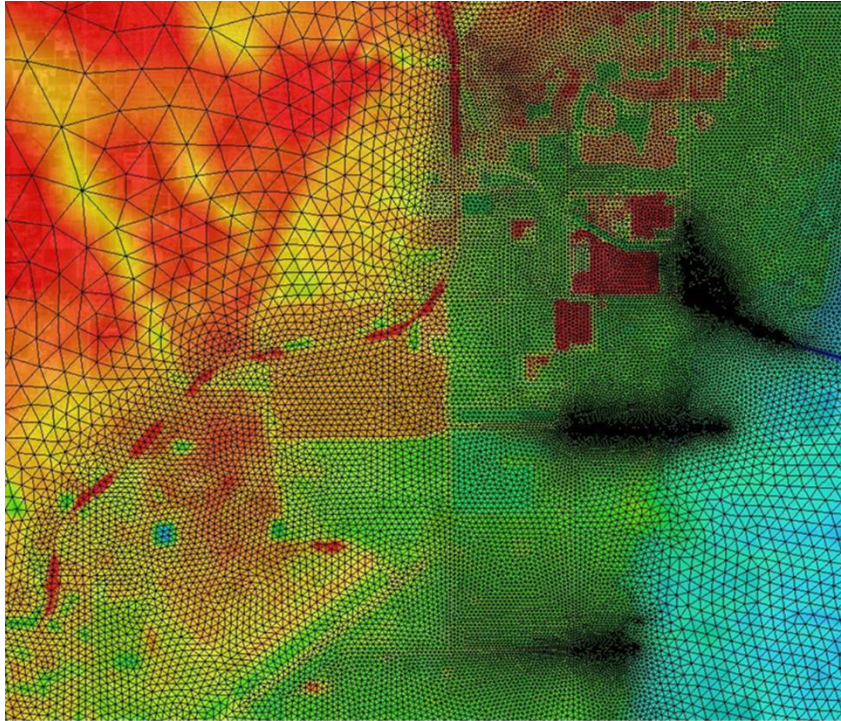


Figure 9 ADCIRC Mesh with Regraded Elevation in the Proposed Site and Two Adjacent Parcels

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Results for ADCRIC grid with proposed site elevations

The simulated storm inundation for the three selected storms with the proposed raising and re-grading is shown in Figures 10 through 12. The impact of the raising and re-grading is evident, as the flood inundation does not reach the re-graded proposed site.

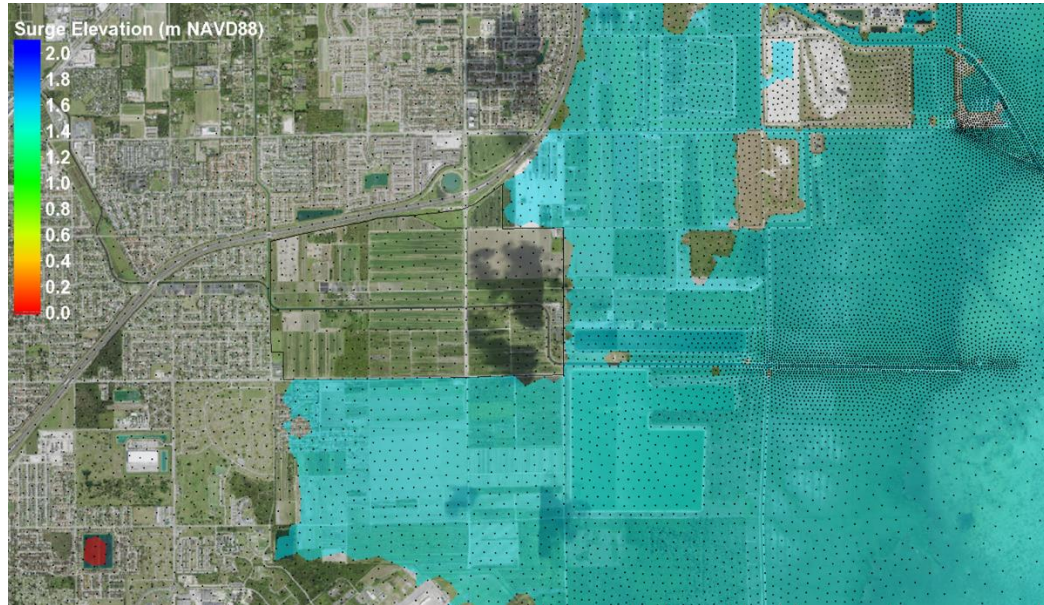


Figure 10 Flood Inundation with Regrading of Proposed Site for Storm #33

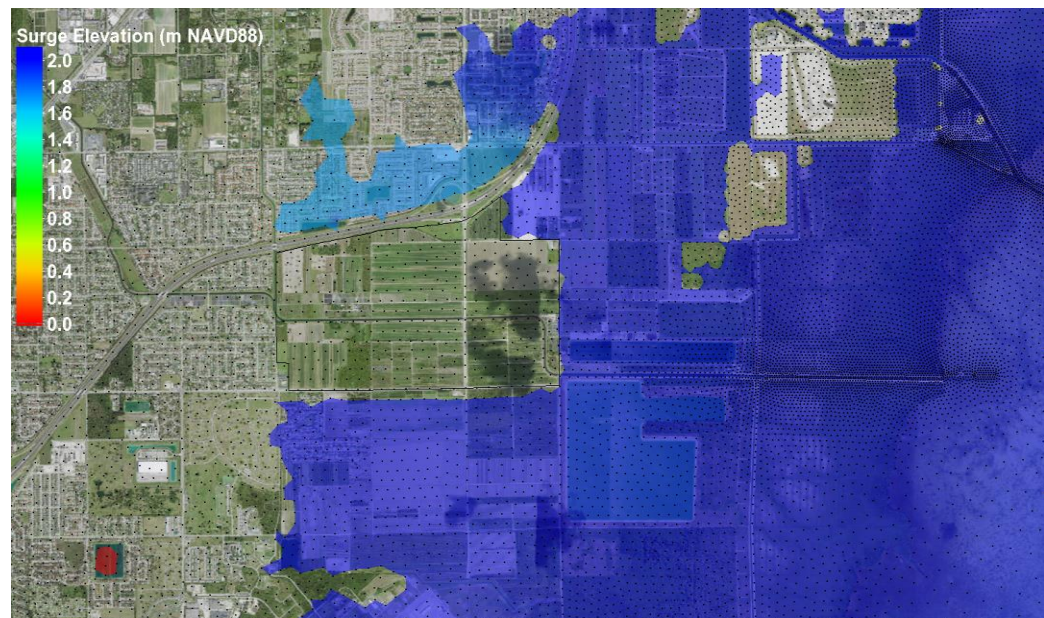


Figure 11 Flood Inundation with Regrading of Proposed Site for Storm #234

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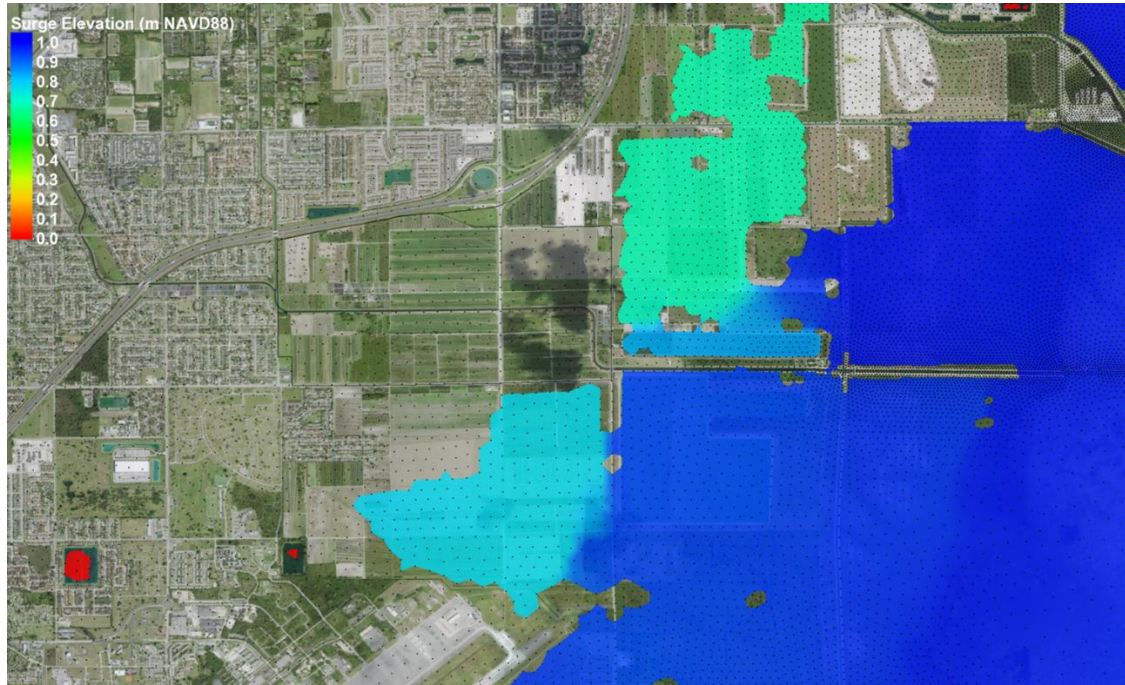


Figure 12 Flood Inundation with Regrading of Proposed Site for Storm #248

Evaluation of Regrading Impacts

The impact of the proposed site raising and re-grading has been evaluated by comparing with and without project flood levels. The results in Figures 10 through 12 clearly show that the regrading prevents inundation of the proposed site for flood levels associated with tropical storm Category 1 impacts. In order to evaluate the impacts to adjacent areas, a difference plot was constructed for each storm result. The difference between the with and without project flood levels was calculated at each grid node and then contoured. The results are presented in Figures 13 through 15 on pages 11 and 12. The impacts are minor, with changes typically less than one-half inch. There are some errors with larger reductions in the flood elevation, on the order of two inches, and a few areas with increased flood elevations, also on the order of two inches. The overall impact to adjacent areas is considered negligible.

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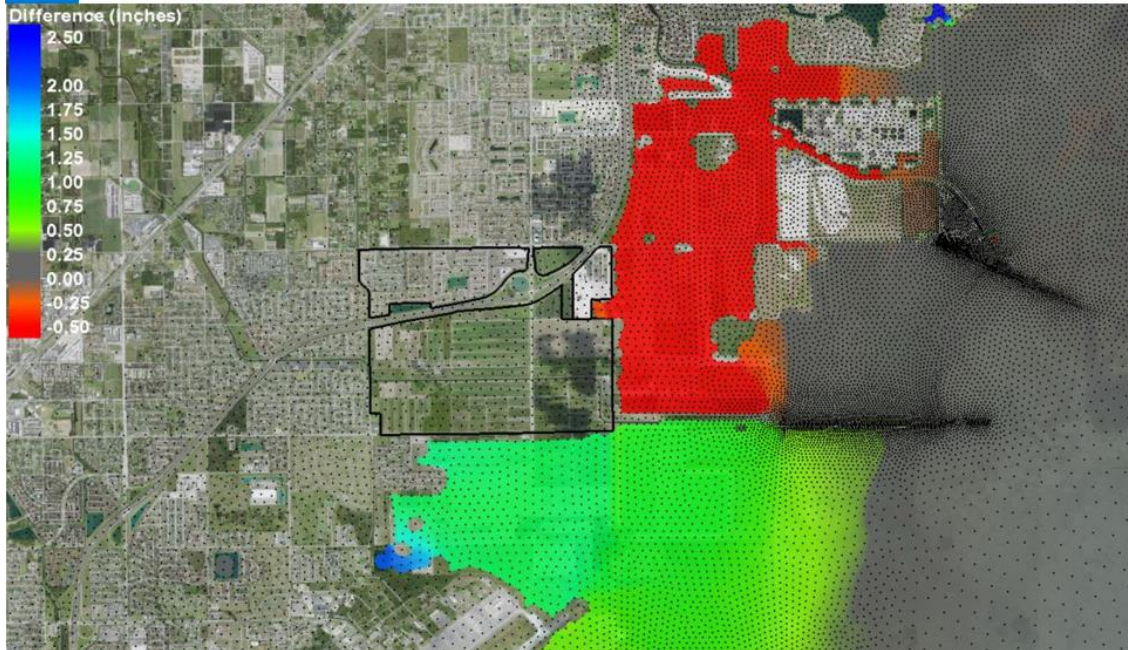


Figure 13 Differences in Surge Elevations for with and without project for Storm #33 (positive number is an increase in elevation due to project)

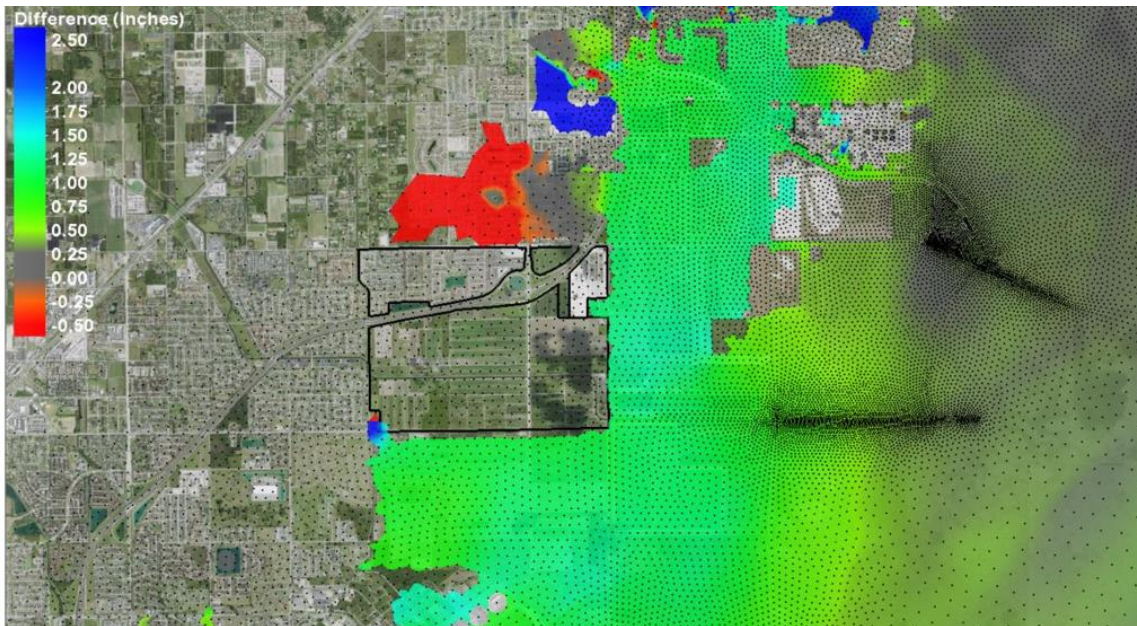


Figure 14 Differences in Surge Elevations for with and without project for Storm #234 (positive number is an increase in elevation due to project)

Mr. Hevia
Aligned Real Estate Holdings, LLC
September 7, 2021
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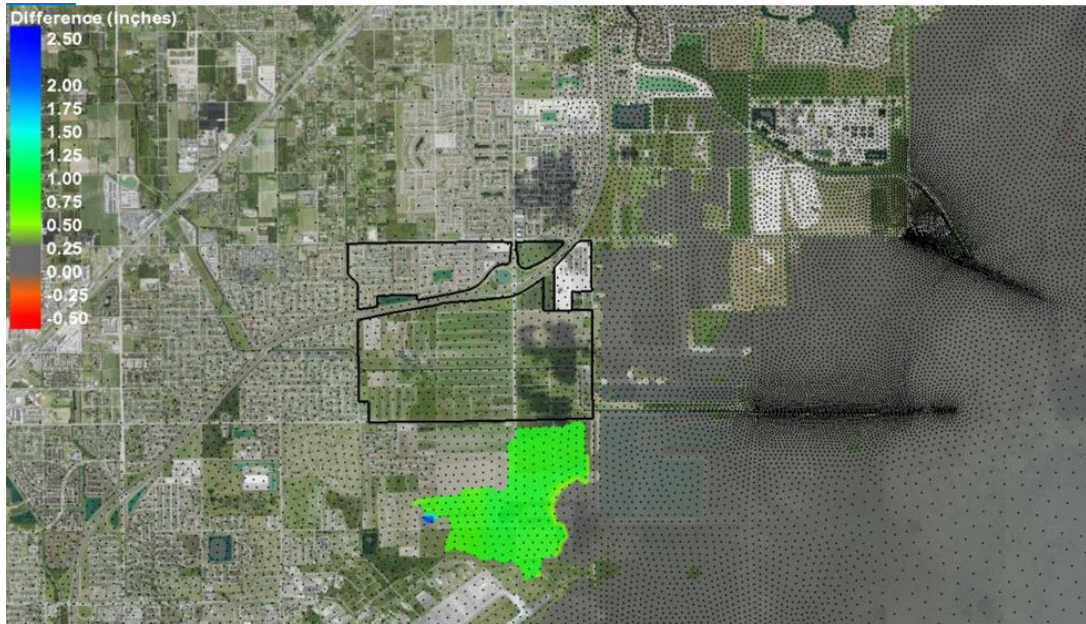


Figure 15 Differences in Surge Elevations for with and without project for Storm #248 (positive number is an increase in elevation due to project)

Conclusions

AECOM conducted a hydrodynamic modeling analysis to estimate the impacts of a proposed change to site elevations by Aligned Real Estate Holdings, Inc. The analysis is based on using existing FEMA storm simulations that were part of the South Florida Coastal Hazard Study. The analysis consisted of running storm simulations for storms with impacts consistent with the impacts of a Category 1 tropical storm and assessing the differences in flood inundation and elevations for the with and without project conditions.

The with project conditions consisted of raising the ground elevation to 8 feet NGVD (6.5 feet NAVD88) over the proposed site and included higher elevations on two adjacent parcels that have been or are expected to be increased prior to the completion of the proposed site grading.

The results of the analysis indicate that the grading of the site to 8 feet NGVD (6.5 feet NAVD88), will prevent coastal flood inundation of the site and will not induce any adverse effects to adjacent areas.

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**Miami Economic
Associates, Inc.**

RECEIVED 9-1-22
RER Planning

August 20, 2022

Ms. Lourdes M. Gomez
Director
Department of Regulatory and Economic Resources
111 NW 1st Street
Miami-Dade County
Miami, Florida

**Re: Revised Economic and Fiscal Benefits Estimated
South Dade Logistics and Technology District (“SDLTD”)**

Dear Ms. Gomez:

Miami Economic Associates, Inc. (“MEAI”) has been informed by the entities proposing to develop Phases I and II of the SDLTD that the site of the proposed project has been reduced in size from approximately 793 acres to approximately 379 acres, or by more 52 percent. As a result, the development program for the proposed project has also been reduced to 5,911,961 square feet of logistics and distribution space, 85,000 square feet of commercial space and 150 hotel rooms. Accordingly, we have revised our estimates of the economic and fiscal benefits that the proposed project will generate. The purpose of this letter is to provide you with our revised estimates.

Revised Development Program

The paragraphs that follow describe the changes that have been made with respect to each of the three phases of SDLTD development.

Phase I

Phase I development was originally proposed to occur on the 203.6 southernmost gross acres of the project site. Those acres are no longer part of the project site. Phase I is now proposed for development on 83.85 gross acres currently owned by FP&L, that were originally included in the Phase III Property. The newly designated Phase I site is bounded by SW 256th Street on the north, SW 112th Avenue on the east, the FP&L utility corridor on the south and SW 117th Avenue on the west. The original Phase I was proposed to include 2,686,471 square feet of logistics space and 20,000 square feet of support commercial space. The revised development program for Phase I now proposes the

Ms. Lourdes M. Gomez, Director
Department of Regulatory and Economic Resources
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development of 1,492,670 square feet of logistics and distribution space inclusive of a 300,000-square foot last mile facility and 5,000 square feet of support commercial space.
Phase II

The site of Phase II within the overall SDLTD remains essentially unchanged, except that sub-phase IID is now proposed to include 244,749 square feet of industrial use in addition to the 10,000 square feet of support commercial uses. The full development program for the four subphases that comprise Phase II now include 2,574,756 square feet of logistics and distribution space inclusive of a 175,000-foot last mile facility. This compares to 2,350,068 square feet of logistics space in the original application. Phase II also still includes 80,000 square feet of commercial space and a 150-room hotel.

Phase III

The site of Phase III has been reduced in size from approximately 424 acres to 130 acres. As discussed previously, the 83.85 acres owned by FP&L that were previously in Phase III now comprise Phase I. Also taken out of Phase III was all the property owned by Archimedes east of SW 117th Avenue. As a result, the quantity of development proposed for Phase III which was originally proposed to include 4,277,997 square feet of logistics space and 20,000 square feet of support commercial space has been reduced to 1,844,535 square feet of logistics space inclusive of a 175,000-square foot last mile facility. No support commercial space is proposed in Phase III.

Economic Benefits

The term "economic benefits" relates to the positive impact that the SDLTD project will have on the economy of Miami-Dade County. The economic benefits that the project will provide will be both non-recurring and recurring in nature, with the former occurring during the construction period, the latter on an annual basis each year after the project has been fully completed. The table on the next page summarizes our estimate of the economic benefits that would be generated by the development of the SDLTD described above on a phase-by-phase basis and in total.¹ The table was prepared utilizing the Minnesota IMPLAN Input-Output Model.

The term "direct jobs" refers to jobs on-site. "Indirect jobs" are jobs in industries related to the on-site economic activity while "induced jobs" are jobs in economic sectors across the entirety of the economy in which the direct and indirect workers spend their earnings. Illustratively, during the construction period, the direct jobs would be filled by the on-site construction workers. The indirect workers would include people employed by building supply and trucking firms, among others, that provide goods and services that support the on-site construction activity. The induced workers would include people working in supermarkets and doctors' offices, among other venues, that the direct and indirect workers will patronize.

¹ The monetary amounts in the table are expressed in 2022 Dollars.

Ms. Lourdes M. Gomez, Director
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 August 20, 2022
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Economic Benefits	Phase I	Phase II	Phase III	Total
Non-recurring				
Jobs Created				
Direct	1,374	2,052	1,677	5,103
Indirect	573	856	699	2,128
Induced	568	844	691	2,103
Total	2,515	3,752	3,067	9,334
Labor Income (000's)	\$ 159,293.1	\$ 195,228.6	\$ 194,342.8	\$ 548,864.5
Value-Added (000's)	\$ 211,249.0	\$ 258,906.0	\$ 257,730.6	\$ 727,885.6
Recurring				
Jobs Created				
Direct	1,815	3,314	2,110	7,239
Indirect	425	775	494	1,694
Induced	531	936	616	2,083
Total	2,771	5,025	3,220	11,016
Labor Income (000's)	\$ 121,966.6	\$ 222,596.6	\$ 141,859.4	\$ 486,422.6
Value-added (000's)	\$ 166,440.3	\$ 303,941.2	\$ 193,417.8	\$ 663,799.3

Source: Aligned Real Estate Holdings LLC; Coral Rock Group; Minnesota IMPLAN Input-Output Model; Miami Economic Associates, Inc.

The following points should be noted when reviewing the table:

- The benefits shown will be realized on a countywide basis; however, it is anticipated that residents of South Miami-Dade County will occupy substantial portions of both the non-recurring and recurring jobs generated by the development of the SDLTD project.
- The basis for estimating the non-recurring jobs generated, which will be occupied by a mixture of full-time and part-time workers, was the amount that would be spent on hard costs to construct each phase of the proposed project. The amounts spent on soft costs were not included in the assumption regarding project costs because the IMPLAN model is designed to calculate them and their inclusion in the input to the model would result in double-counting. The land cost was also not included because it would not generate additional economic activity. For this analysis, it was assumed that \$183.66 million would be spent on Phase I, \$237.7 million on Phase II and \$188.2 million on Phase 3.
- The basis for estimating the recurring economic benefits was the number of people who would be employed on-site on a full-time equivalent ("FTE") basis when development of each phase of the SDLTD project was completed. The estimate of FTE's assumed 10 percent of the logistics and distribution space constructed would

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Ms. Lourdes M. Gomez, Director
Department of Regulatory and Economic Resources
Miami-Dade County
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be office space occupied by 4 workers per 1,000 square feet. The remaining 90 percent of the space in the standard warehouse facilities would be occupied by 0.75 workers per 1,000 square feet while the remaining 90 percent of last-mile facilities would be staffed with 1.5 workers per 1,000 square feet. With respect to the 5,000 square feet of commercial space in Phase I, it was assumed that it would be a gas station/mart facility that would employ approximately 18 FTE's on a multi-shift basis. The commercial space in Phase II would include a shopping center facility with a mixture of shops and restaurants as well as a branch bank with a total workforce comprised of 316 workers. Phase II would also include the 150-room hotel that would employ 0.35 workers per room, or a total of 53 workers.

The preponderance of the employees in the SDLTD in all phases will be employed in distribution/logistics facilities. Since it is premature to know with certainty the specific types of goods with which they will be involved, MEAI believes that the use of NAICS Code 493 (warehousing and storage) would best apply at this time. In all phases, it is anticipated that there will also be limited amounts of supportive commercial uses; however, the specific mix of uses is not currently known. Accordingly, we believe that the NAICS codes that would best apply to them will be Codes 522 (credit intermediation), 722 (food service) and 447 (gasoline stations). Phase II will also include Code 721 (hotel).

Fiscal Benefits

The term "fiscal benefits" refers to the positive impact that the proposed project will have on the finances of Miami-Dade County and the other jurisdictions in which it will be located. Those other jurisdictions are the Miami-Dade Public School District and the Children's Trust of Miami-Dade County. The fiscal benefits that SDLTD will provide will be both non-recurring and recurring in nature, with the former occurring during the construction period, the latter when construction is completed.

The table on the next page summarizes the fiscal benefits that the development at the SdLTD will generate on both a non-recurring and recurring basis. Non-recurring revenues were calculated using the current fee schedules for building permits and impact fees. Ad valorem taxes were calculated assuming, based on a review of comparable projects, that the assessed and taxable value of the buildings constructed in Phase I would approximate \$134.02 million, and that the assessed and taxable value for Phase II and Phase III would approximate \$279.96 million and \$165.24 million, respectively. The estimates are also based on the millage rates in effect for the current fiscal year ending on September 30, 2022.

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Fiscal Benefits (000's of \$)	Phase I	Phase II	Phase III	Total
Non-recurring				
Miami-Dade County				
Road Impact Fees	\$ 8,219.0	\$ 18,920.3	\$ 9,760.5	\$ 36,899.8
Police Impact Fees	\$ 606.3	\$ 1,090.8	\$ 746.8	\$ 2,443.9
Fire Impact Fees	\$ 2,126.3	\$ 3,784.8	\$ 2,670.8	\$ 8,581.9
General Building Permit Fees	\$ 235.7	\$ 422.0	\$ 255.9	\$ 913.6
Trade-related Permit Fees	**	**	**	**
Utility Connection Fees	**	**	**	**
Total	\$ 11,187.3	\$ 24,217.9	\$ 13,434.0	\$ 48,839.2
Recurring				
Miami-Dade County				
Ad Valorem Taxes				
General Fund	\$ 625.5	\$ 1,306.5	\$ 771.2	\$ 2,703.2
Debt Service Fund	\$ 68.0	\$ 142.1	\$ 83.8	\$ 293.9
Fire Fund11	\$ 322.6	\$ 677.7	\$ 400.0	\$ 1,400.3
Library Fund	\$ 38.1	\$ 79.5	\$ 46.9	\$ 164.5
UMSA Fund	\$ 258.4	\$ 539.8	\$ 318.6	\$ 1,116.8
Franchise Fees/Utility Taxes	**	**	**	**
Utility Service Charges	**	**	**	**
Total	\$ 1,312.6	\$ 2,745.6	\$ 1,620.5	\$ 5,678.7
Miami-Dade Public School District				
Ad valorem Taxes				
Operating Fund	\$ 915.2	\$ 1,911.8	\$ 1,128.4	\$ 3,955.4
Debt Service Fund	\$ 24.1	\$ 50.4	\$ 29.7	\$ 104.2
Total	\$ 939.3	\$ 1,962.2	\$ 1,158.1	\$ 4,059.6
Children's Trust (Ad valorem taxes)	\$ 67.0	\$ 140.0	\$ 82.6	\$ 289.6

Source: Aligned Real Estate Holdings LLC; Coral Rock Group; Miami-Dade County; Miami-Dade County Property Appraiser; Miami Economic Associates, Inc.

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Miami-Dade County
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Closing

MEAI believes that findings of our analysis with respect to SDLTD shows that its development would be highly beneficial to the County both economically and fiscally.

Sincerely,
Miami Economic Associates, Inc.



Andrew Dolkart
President



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September 9, 2022

VIA ELECTRONIC SUBMITTAL

Lourdes Gomez, AICP
Director, Department of Regulatory and Economic Resources
Miami-Dade County
111 Northwest 1st Street, 11th Floor
Miami, Florida 33128

RE: South Dade Logistics and Technology District ("SDLTD") –
Summary of Project Revisions.

Dear Ms. Gomez:

On August 31, 2022, the Applicants in the South Dade Logistics and Technology District ("SDLTD") application listed above filed an amended draft Development Agreement through P.H. No. Z2021000089. At the same time, the Applicants filed revised Comprehensive Development Master Plan ("CDMP") application materials through Application No. CDMP20210003. This letter will provide a summary of the proposed changes.

The coordinated revisions have reduced the application area to less than half its original size, from 793 acres to 379 acres. The overall maximum intensity of development within the SDLTD has been similarly reduced. The proposed logistics, distribution and technology floor area has been reduced by 36%. The commercial floor area has been reduced by 25%. There will be a corresponding reduction in traffic generated by the proposed development.

The nature and extent of the boundary contraction was strategically planned to address/abate perceived negative impacts, while maximizing economic benefits on the remaining land. The reduced SDLTD is well positioned to meet South Dade's demonstrated need for a first class logistics and distribution park and employment center.

Unchanged Elements. As you will note from the submitted materials, the goals and benefits of the SDLTD remain identical under the revised proposal. The SDLTD will:

- Bring much-needed jobs to South Dade, reducing excessive commutes for residents. The District is expected to produce over 10,000 direct, indirect and induced jobs, in addition to over 9,000 temporary jobs during the construction phase.
- Help meet the demand for large logistics and distribution centers in South Miami-Dade to compress the supply chain, saving e-commerce businesses travel times and excess fuel costs.
- Require local hiring and living wages by both contractors and tenants.
- Eliminate direct discharge of nutrient-laden stormwater runoff into the C-102 Canal, limit the use of fertilizers and reduce groundwater withdrawals from the aquifer.
- Exceed current standards to address stormwater retention, flood protection and sea-level rise.
- Contribute funds to the County's Purchase of Development Rights program for each acre of agricultural land that is impacted, which funds may be used by the County to acquire conservation easements in more suitable farming areas, such as the Redland.
- Construct water, sewer and roadway improvements in a network of major and minor roads abutting and within the development parcels, at no cost to the public. In addition, proportionate share will be used to fund needed roadway improvements beyond the parcel boundaries.
- Provide land and fund shelters for bus stops and will promote the use of public transit by its tenants.

All of the above elements remain in place despite the significant reduction in the scope and impact of the proposal.

Proposed Changes and Comparison. In order to provide a clear picture of the scope of the changes, we created the summary tables below.

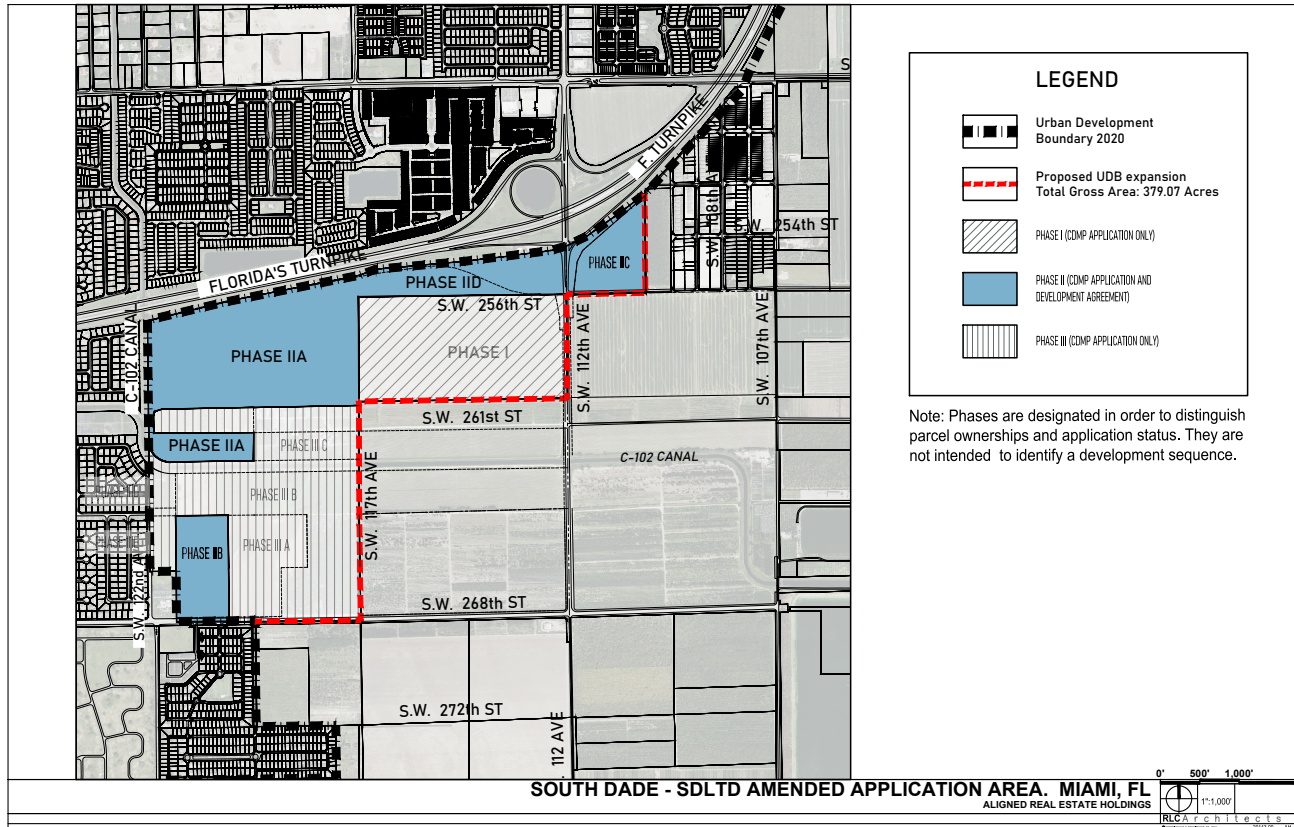
Overall SDLTD Changes			
Category	Previously Proposed	Revised	Reduction Percentage
Gross Application Area Size	793 ac.	379 ac.	52.2%
Net Application Area Size	721 ac.	311 ac.	56.86%
Development Assignment	9,424,980 square feet	5,996,961 square feet	36.37%
Net New Daily Trips	43,098	18,253	57.64%
Jobs, Permanent	17,446	11,016	36.85%
Jobs, Non-Recurring	13,423	9,334	30.46%
Impact Fees	\$70,920,600	\$48,839,200	31.13%
Infrastructure Costs/Capital Improvements	\$58,907,892	\$25,673,046	56.41%
Real Estate Tax Revenue at Buildout	\$13,047,100	\$10,027,900	23.14%

SDLTD Changes by Phase				
Phase	Original Gross Acreage	Original Development Assignment	Revised Gross Acreage	Revised Development Assignment¹
Phase I ²	203.58 ac.	2,676,935 square feet -- industrial ³ 20,000 square feet -- commercial	83.85 ac.	1,492,670 square feet -- industrial 5,000 square feet -- commercial
Phase II	165.26 ac.	2,350,068 square feet -- industrial 80,000 square feet -- commercial uses 150 hotel rooms	165.08 ac.	2,574,756 square feet -- industrial 80,000 square feet -- commercial uses 150 hotel rooms
Phase III	424.44 ac.	4,277,997 square feet -- industrial 20,000 square feet -- commercial uses	129.93 ac.	1,844,535 square feet -- industrial

¹ All assignments are subject to Development Equivalency based on traffic analyses.

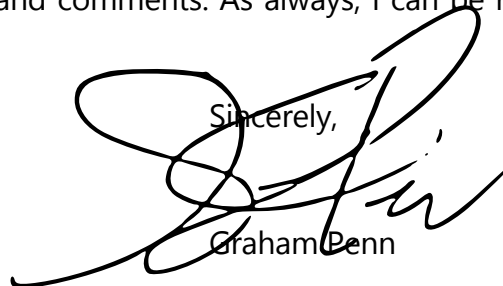
² The original Phase I area was located on the northwest corner of SW 107 Avenue and SW 268 Street. That land has been completely removed from the SDLTD. The new area identified as Phase I consists of tax folio number 30-6030-000-0120, which is owned Florida Power & Light and is located at the southwest corner of SW 112 Avenue and SW 256 Street.

³ Industrial uses in both the original and revised proposal include logistics centers, warehouses, maintenance and repair facilities, office buildings and office parks, light manufacturing, and wholesale showrooms.



Roadway Network. Given the reduction in the scope of the SDLTD, multiple roadway segments have been removed from the project, including SW 107 Avenue, SW 268 Street east of SW 117 Avenue, and SW 112 Avenue south of SW 260/261 Street. The design of the streets that remain within the District has been retained with very minor adjustments.

We look forward to your review and comments. As always, I can be reached at (305)377-6229 or at gpenn@brzoninglaw.com.

Sincerely,

 Graham Penn

CC: Juan Mayol, Esq.
 Jeffrey Bercow, Esq.
 Emily K. Balter, Esq.