

**Miami-Dade County Department of Regulatory and Economic Resources
 Staff Report to the Board of County Commissioners**

PH: Z21-050, Z21-051, Z21-052, Z21-053, Z21-054

November 1, 2022

Supplemental Summary- Comparison of Modified Requests
<p>This item was deferred from the May 19, 2022 meeting of the Board of County Commissioners (BCC) since the CDMP amendment application was not approved and was also deferred. This item was subsequently deferred from the June 1, 2022 meeting of the BCC at the request of the applicant. The public hearing has not been held. On September 1, 2022, the applicant revised the application requests.</p> <p>The purpose of this supplement is to delineate the differences between this amended application and the original submitted application.</p>

*** Please note that the requisite Departments are currently reviewing the resubmitted application requests and will provide revised and/or amended conditions and recommendation at, or prior to the hearing.**

Supplemental Documents: Staff notes that on September 1, 2022, the applicants have submitted revised documents and exhibits that included, among other things, Letter of Intent, Development Agreement (DA), Fiscal Impact Report, Traffic Study/Traffic Impact Analysis reports, Stormwater Management Master Plan, as well as written and graphic documentations as a Summary of the Zoning Changes. All revised documents are on file with the Department of Regulatory and Economic Resources and are available for inspection.

Summary of the Modified Zoning Applications: The latest modifications propose a total of four zoning applications: Z2021000050 (Phase IIA), Z2021000051 (Phase IID), Z2021000052 (Phase IIB), Z2021000053 (Phase IIC); staff notes that the prior application no. Z2021000054 (Phase I) has been completely withdrawn.

Zoning Requests

The following chart summarizes all the zoning applications that would be considered concurrently with the CDMP Amendment Application No. CDMP20210003.

<u>Application</u>	<u>Phase</u>	<u>Application Requests</u>	<u>Description</u>
#Z21-050	Phase IIA	1) District Boundary Change from AU, Agriculture, to IU-1, Light Industrial Manufacturing. 2) Acceptance and Execution of a Development Agreement (DA). 3) Non-Use Variance to waive a portion of the zoned ROW for theoretical SW 117 Avenue. 4) Non-Use Variance to waive the zoned ROW for theoretical SW 122 Avenue. 5) Non-Use Variance to waive a portion of the zoned ROW for theoretical SW 256 Street.	Site plans submitted. Proposed 12 warehouse structures
#Z21-051	Phase IID	1) District Boundary Change from AU, Agriculture, to IU-1, Light Industrial Manufacturing.	No site plans submitted.

<u>Application</u>	<u>Phase</u>	<u>Application Requests</u>	<u>Description</u>
		2) Acceptance and Execution of a Development Agreement (DA). 3) Non-Use Variance to waive a portion of the zoned ROW for theoretical SW 117 Avenue.	
#Z21-052	Phase IIB	1) District Boundary Change from AU, Agriculture, to IU-1, Light Industrial Manufacturing. 2) Acceptance and Execution of a Development Agreement (DA).	No site plans submitted.
#Z21-053	Phase IIC	1) District Boundary Change from AU, Agriculture, to BU-2, Special Business District. 2) Acceptance and Execution of a Development Agreement (DA).	No site plans submitted.
#Z21-054	Phase I	Application withdrawn.	N/A

Overall CDMP Changes: The proposed revisions have reduced the application area from 793.93 acres to approximately 379 acres. The overall maximum intensity of development within the SDLTD has been similarly reduced. The proposed logistics, distribution and technology floor area (Industrial use) has been reduced by 36%, and the commercial floor area has been reduced by 25%. The letter of intent submitted by the applicants indicates that there will be a corresponding reduction in traffic generated by the proposed development. **The chart below indicates those proposed reductions and the modified scope of the overall changes:**

<u>Category</u>	<u>Previously Proposed</u>	<u>Revised</u>	<u>Reduction %</u>
Total Gross Area	±793.93 gross acres	±379 gross acres	52.2%
Total Net Area	±722.33 net acres	±311 net acres	56.86%
Total Development Size	9,305,000 sq. ft.	5,996,961 sq. ft.	36.37%
Net New Daily Trips	43,098	18,253	57.64%

Changes in the CDMP Development Program by Phase: The chart below further details the aforementioned modifications to the application overall acreage as well as the changes to the development program; which is as follows:

<u>Phase</u>	<u>Original Acreage</u>	<u>Original Development Program</u>	<u>Revised Acreage</u>	<u>Revised Development Program</u>
Phase I	±203.58 gross acres	<ul style="list-style-type: none"> 2,676,935 sq. ft. of Industrial uses. 20,000 sq. ft. of Commercial uses. 	±83.85 gross acres	<ul style="list-style-type: none"> 1,492,670 sq. ft. of Industrial uses. 5,000 sq. ft. of Commercial uses.
Phase II	±165.26 gross acres	<ul style="list-style-type: none"> 2,350,068 sq. ft. of Industrial uses. 80,000 sq. ft. of Commercial uses. 150 hotel rooms 	±165.08 gross acres	<ul style="list-style-type: none"> 2,574,756 sq. ft. of Industrial uses. 80,000 sq. ft. of Commercial uses. 150 hotel rooms

Phase III	±424.44 gross acres	<ul style="list-style-type: none"> • 4,277,997 sq. ft. of Industrial uses. • 20,000 sq. ft. of Commercial uses. 	±129.93 gross acres	<ul style="list-style-type: none"> • 1,844,535 sq. ft. of Industrial uses.
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Overall CDMP Map Changes

The two (2)-maps below show the comparison in terms of the prior subject site that was originally proposed versus the modified and reduced subject site being considered now as the scope for the overall SDLTD. As shown on Figure 1 below, the original overall CDMP Special District site consisted of a maximum of approximately 793.93 gross acres (722.33-net acres). Whereas, the Figure 2 indicates the now modified Special District site with an approximate 52.2% of reduction for a proposed total area of 379-gross acres.

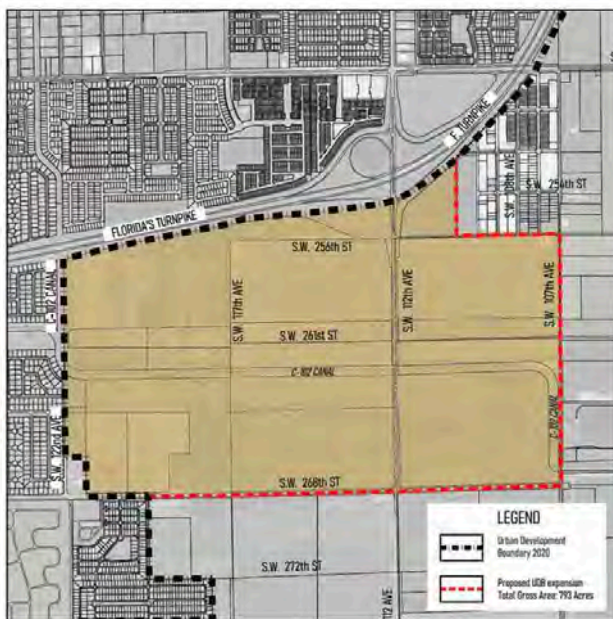


Figure 1 (±722.33 Acres).

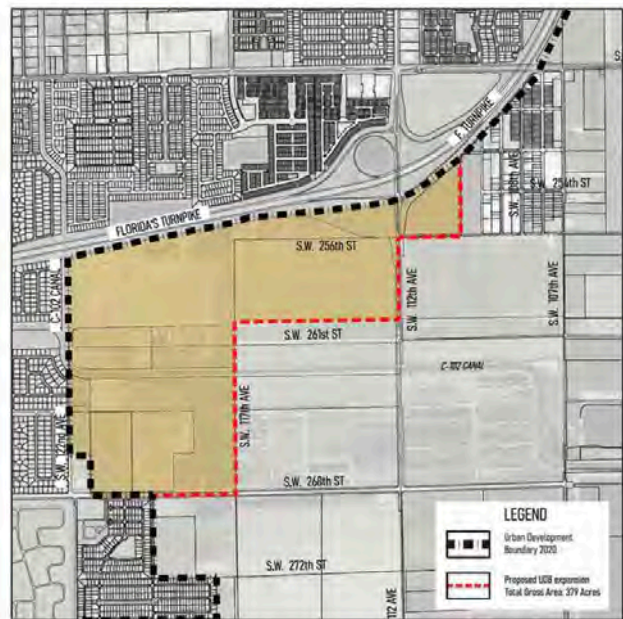


Figure 2 (±379 Acres).

The **total development program** as reflected under the proposed modifications is as follows:

Phase I	<ul style="list-style-type: none"> • Up to 1,492,670 sq. ft. of logistics centers, warehouses, maintenance and repair facilities, office buildings and office parks, light manufacturing, and wholesale showrooms. • Up to 5,000 sq. ft. of commercial uses on properties that do not exceed five acres (subject to Development Equivalency).
Phase II	<ul style="list-style-type: none"> • Up to 2,574,756 sq. ft. of logistics centers, warehouses, maintenance and repair facilities, office buildings and office parks, light manufacturing, and wholesale showrooms. • Up to 80,000 sq. ft. of commercial uses. • Up to 150 hotel rooms (subject to Development Equivalency).
Phase III	<ul style="list-style-type: none"> • Up to 1,844,535 sq. ft. of distribution and logistics centers, warehouses, maintenance and repair facilities, light manufacturing, and wholesale showrooms.

TOTAL	<ul style="list-style-type: none"> • 5,911,961 sq. ft. of industrial uses including but not limited to logistics centers, warehouses, maintenance and repair facilities, office buildings and parks, light manufacturing and wholesale showrooms. • 85,000 sq. ft. supportive commercial uses. • Up to 150 hotel rooms.
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Changes to Scope of Development Agreement: The original Development Agreement (DA) as maintained on file under process no. Z2021000089 applied to both Phase I and Phase II of the SDLTD. However, now the modified DA proposes a complete removal of the former Phase I land from the District, and as such the revised Development Agreement now applies to Phase II only. Staff notes that the scope of Phase II, including its sub-phases (identified as Phase IIA, IIB, IIC, and IID) remain unchanged. **The map (Figure 3) below reflects the revised properties (shaded in blue) subject to the Development Agreement (DA):**

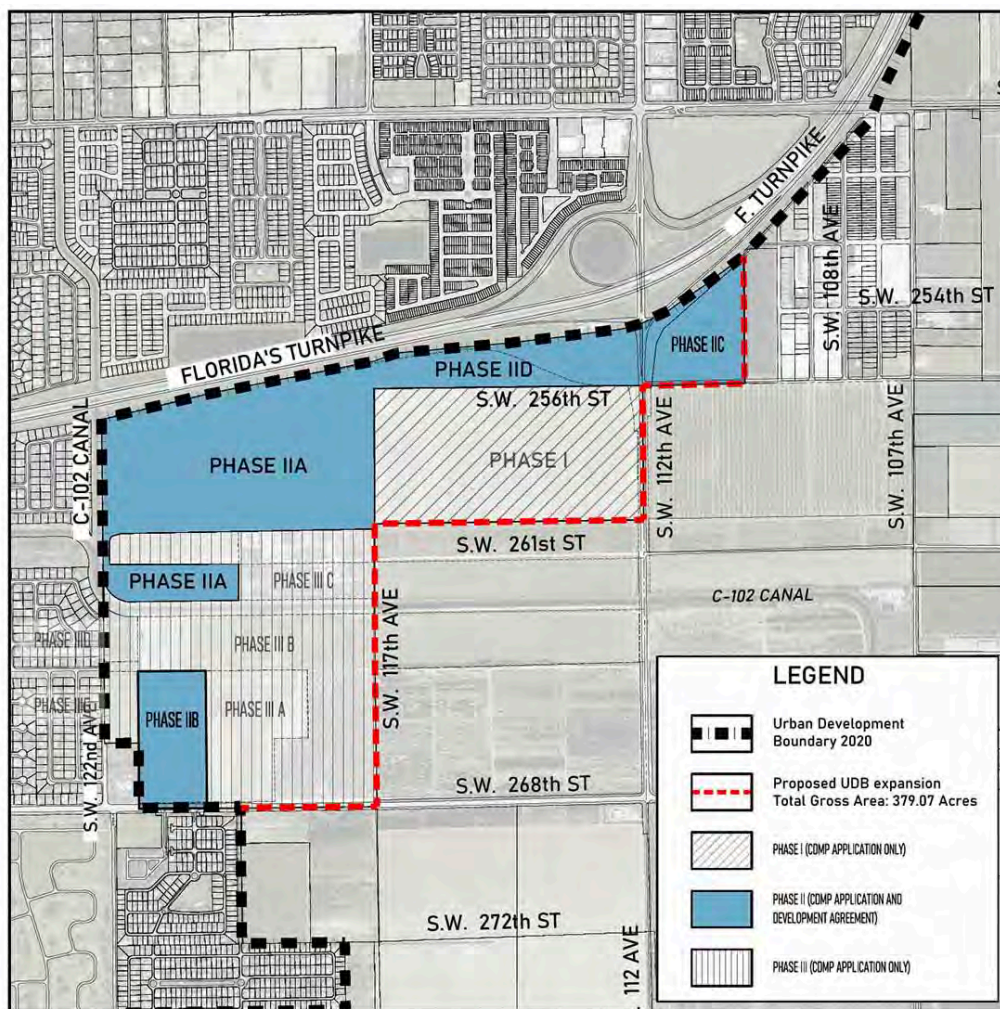


Figure 3.

Changes to the Proposed Improvements to the Roadway Network: Based on the applicants' Letter of Intent, submitted on August 31, 2022, and pursuant to the proposed reduction within the scope of the current applications, multiple roadway segments have now been removed from the proposed project. These roadway segments that are no longer part of the zoning requests include

SW 107 Avenue, SW 268 Street east of SW 117 Avenue, as well as the section of SW 112 Avenue south of SW 260/SW 261 Street. The Letter of Intent further indicates that the improvements that were previously proposed for the roadways that shall continue to remain within the modified scope of the Special District, shall be retained with minor adjustments. **The map exhibits below provide the comparison in terms of the roadway segments that were originally proposed (Figure 4); to the network of proposed roadway segments under the modified requests (Figure 5):**

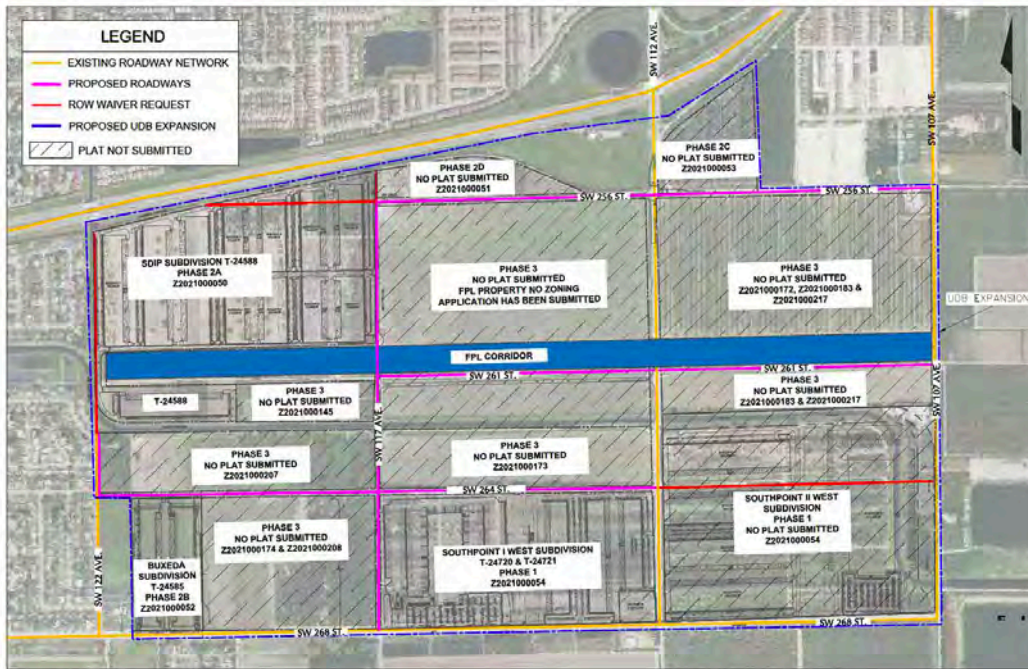


Figure 4: Roadway Network proposed previously for SDLTD

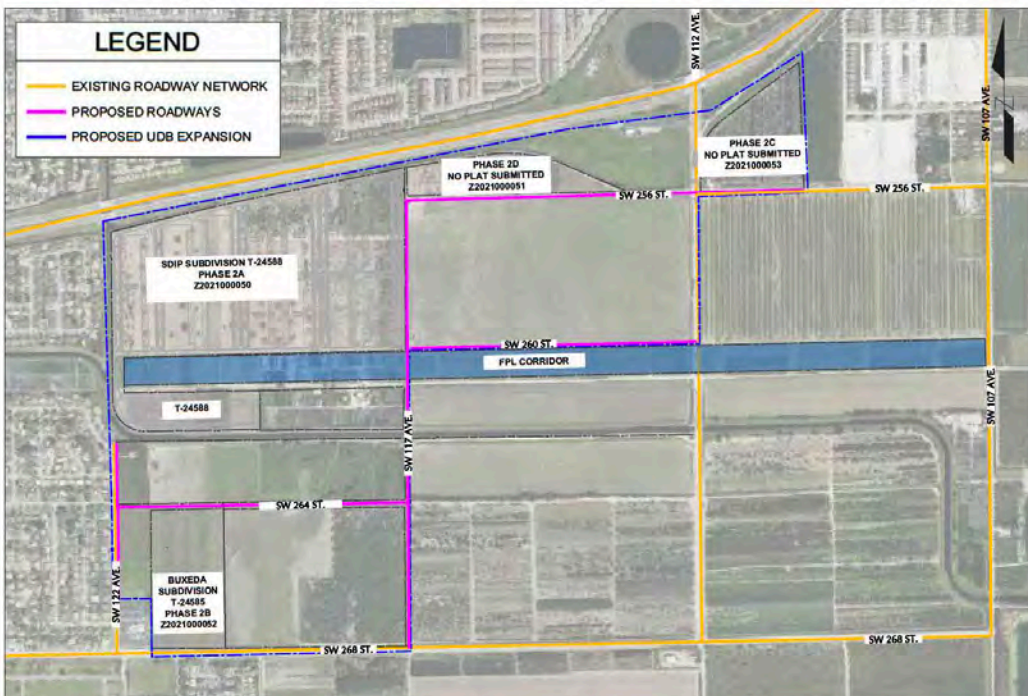


Figure 5: Roadway Network for SDLTD as modified

CONDITIONS FOR APPROVAL:

Please note that the requisite Departments are currently reviewing the resubmitted application requests and will provide revised and/or amended conditions and recommendation at, or prior to the hearing.

NK:JB:JR:SS



Nathan Kogon, AICP, Assistant Director
Development Services Division
Miami-Dade County
Regulatory and Economic Resources Department

**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 350 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:

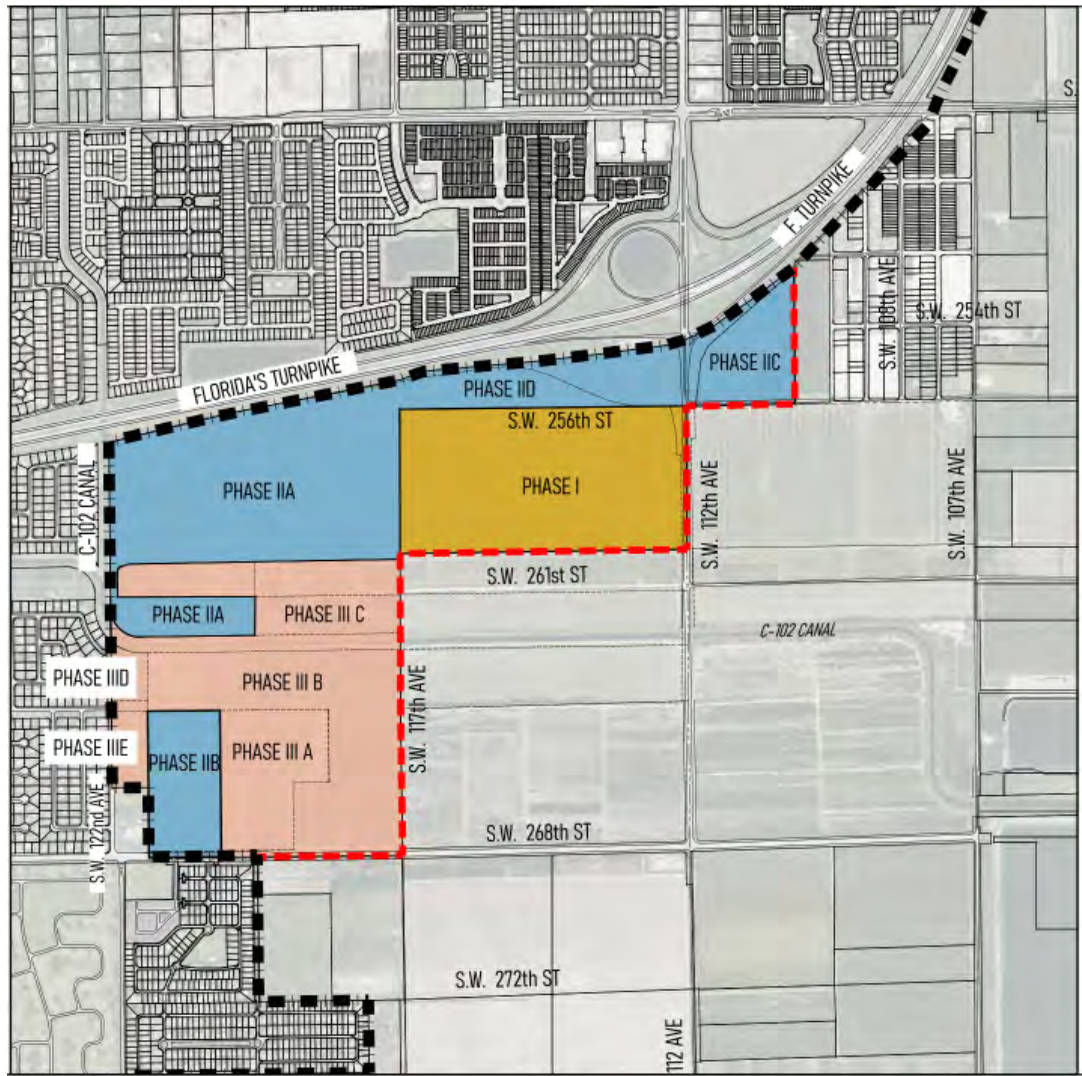
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2. The Applicant requests a revision of the CDMP Land Use Element “Special Districts” to include the following:

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

illustrated in the following figure and are described in greater detail below. Development within each Phase may occur simultaneously.



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 1,492,670 square feet of logistics centers, warehouses, maintenance and repair facilities, office buildings and office parks, light manufacturing, and wholesale showrooms; and up to 5,000 square feet of commercial uses on properties that do not exceed five acres.</u>
<u>Phase IIA</u>	<u>Up to 1,944,308 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 385,699 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>

Phase III Development. Phase III may be developed with: up to 1,844,535 square feet of distribution and logistics centers, warehouses, maintenance and repair facilities, light manufacturing, and wholesale showrooms.

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:

<u>Phase</u>	<u>Development Assignment</u>
<u>Phase IIIA</u>	<u>Up to 482,501 square feet of logistics centers, warehouses, maintenance and repair facilities, office buildings and parks, light manufacturing, and wholesale showrooms.</u>

<u>Phase IIIB</u>	<u>Up to 986,511 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 213,563 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 69,045 square feet of logistics centers, warehouses, maintenance and repair facilities, office buildings and parks, light manufacturing, and wholesale showrooms.</u>
<u>Phase IIIE</u>	<u>92,915 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.

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. 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.

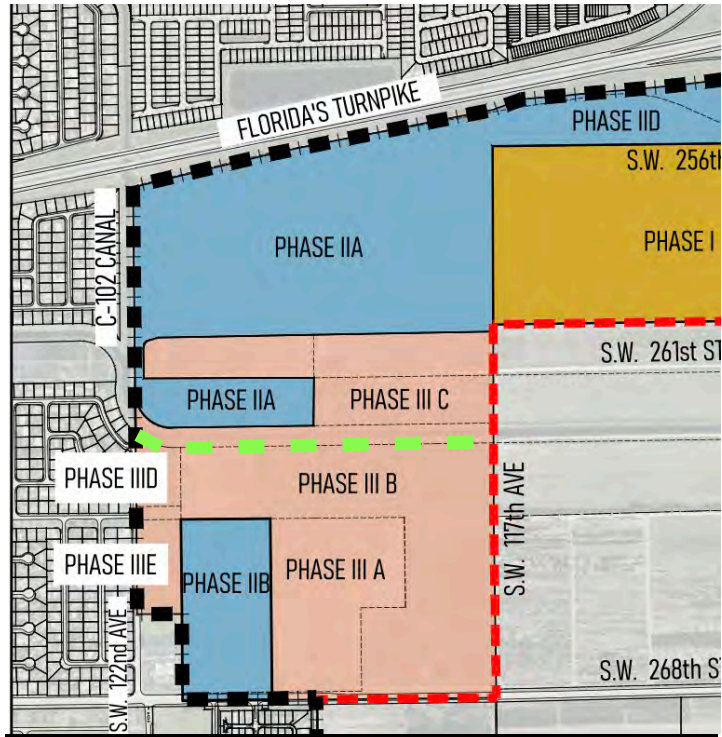
In addition, plans for development of any parcel within the District that is adjacent to SW 122 Avenue or SW 268 Street and is located across from an

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.

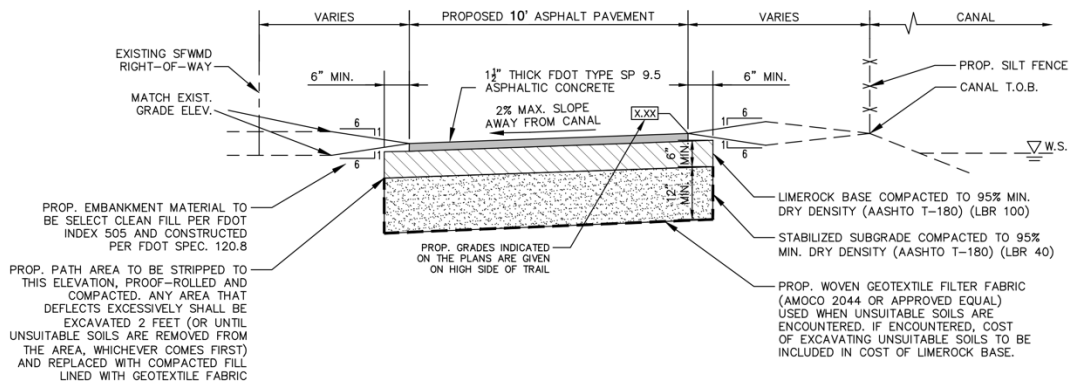
District-Wide Infrastructure. Each Phase or portion thereof shall construct, maintain, and offer to dedicate all necessary road and canal rights of way, easements, licenses, fee simple ownership, and other appropriate property interests for the construction, installation, and operation of infrastructure, 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 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 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.

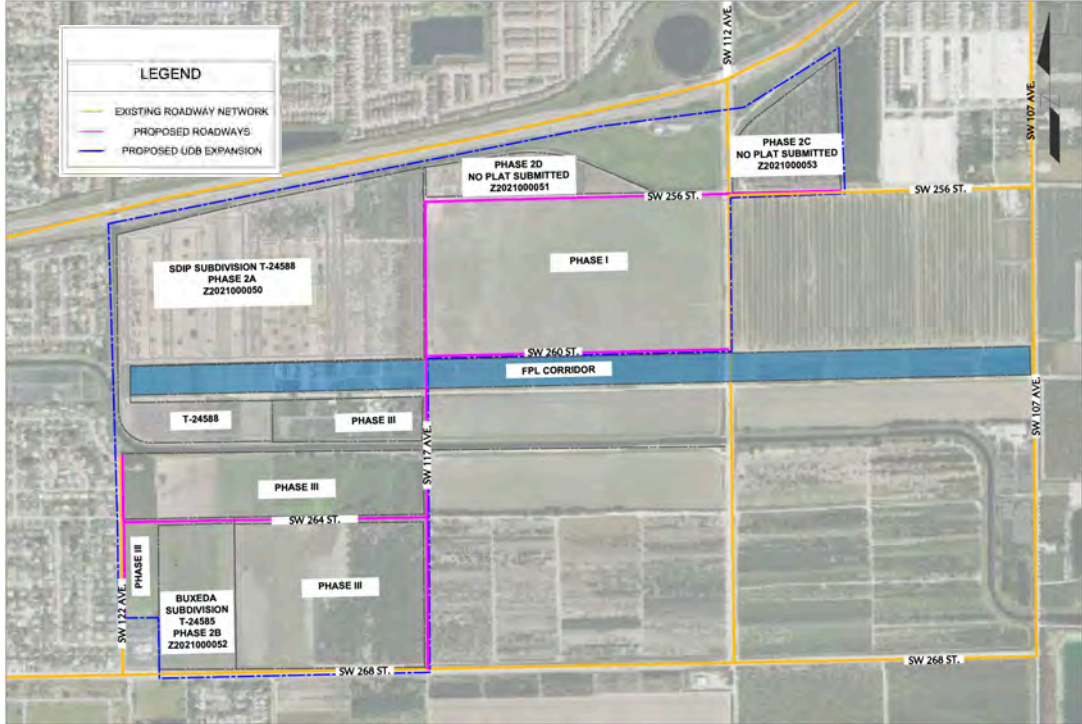


**SDLTD PRINCETON TRAIL IMPLEMENTATION
PROPOSED SHARED PATH PAVEMENT SECTION**

1

N.T.S.

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



<u>Facility</u>	<u>Segment(s)</u>	<u>CDMP Roadway Designation</u>	<u>Configuration</u>
<u>SW 256 Street</u>	<u>Between SW 109 Avenue and SW 117 Avenue</u>	<u>Minor</u>	<u>70' Minimum Right of Way</u> <u>10' Shared Use</u> <u>Pedestrian/Bicycle Paths</u>
<u>SW 261 Street</u> <u>relocated to SW 260 Street if relocation is approved by the County</u>	<u>Between SW 112 Avenue and SW 117 Avenue</u>	<u>Minor</u>	<u>70' Right of Way</u> <u>10' Shared Use</u> <u>Pedestrian/Bicycle Paths</u>
<u>SW 264 Street</u>	<u>Between SW 117 Avenue and SW 122 Avenue</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 268 Street</u>	<u>Between SW 117 Avenue and western edge of Special District</u>	<u>Major</u>	<u>100' Right of Way</u> <u>5' Bicycle Lane with 2' buffer on north side</u> <u>6' Sidewalk on north side</u>
<u>SW 112 Avenue</u>	<u>Between HEFT and SW 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>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 II of the District. The canal crossing 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 for necessary improvements as follows by the owners within Phase II. The improvements may include proportionate share payments for other alternative transportation improvements the County determines will mitigate for the anticipated failures of the Roadway Segments listed below.

<u>Facility</u>	<u>Segment(s)</u>	<u>Improvement</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 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 112 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. 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 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 PG 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 just north of SW 256 Street, for a total of two 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 Zone¹ 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

¹ 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.

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 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.

5. 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>
<u>SW 256 Street</u>	<u>Between SW 109 Avenue and SW 117 Avenue</u>	<u>Minor (2 lanes)</u>	<u>Proposed Bicycle Facilities</u>
<u>SW 261 Street (relocated to SW 260 Street if relocation is approved by the County)</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 117 Avenue and SW 122 Avenue</u>	<u>Minor (2 lanes)</u>	<u>Proposed Bicycle Facilities</u>
<u>SW 268 Street</u>	<u>Between SW 117 Avenue and western edge of Special District</u>	<u>Major (4 lanes)</u>	<u>Proposed Bicycle Facilities</u>
<u>SW 112 Avenue</u>	<u>Between HEFT and SW 260/261 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>
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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
20	<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>	<u>2030</u>	<u>\$544,000</u>	<u>507.3</u>
21	<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>	<u>2030</u>	<u>\$1,088,000</u>	<u>507.3 (travel lanes and north shared use path)</u> <u>507.4 (all other improvements)</u>
22	<u>Construction of 70', 2-lane roadway SW 260 Street or SW 261 Street with center shared left turn lane, inclusive of 10' shared</u>	<u>2030</u>	<u>\$1,088,000</u>	<u>507.3 (travel lanes and north shared use path)</u> <u>507.4 (all other</u>

	<u>use pedestrian/bicycle paths between SW 112 Avenue and SW 117 Avenue</u>			<u>improvements</u>)
23	<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 117 Avenue to SW 122 Avenue</u>	<u>2030</u>	<u>\$1,200,000</u>	<u>507.5, except 507.3 (south half, where abutting Phase IIB)</u>
24	<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 to SW 119 Avenue</u>	<u>2030</u>	<u>486,000</u>	<u>507.5, except 507.3 where abutting Phase IIB</u>
25	<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 IIC of the South Dade Logistics and Technology District</u>	<u>2030</u>	<u>\$840,000</u>	<u>507.3</u>
26	<u>Widening of 100', 4-lane SW 112 Avenue roadway with center shared left turn lane (if</u>	<u>2030</u>	<u>\$2,540,000</u>	<u>507.4</u>

	<u>required), inclusive of 10' shared use pedestrian/bicycle path and 6' landscape strip abutting Phase I of the South Dade Logistics and Technology District</u>			
27	<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' landscape strips from SW 256 Street to SFWMD's C-102 canal.</u>	<u>2030</u>	<u>\$902,000</u>	<u>507.3 (travel lanes and west shared use path)</u> <u>507.4 (all other improvements)</u>
28	<u>Construction of 40', 2-lane SW 117 Avenue roadway, inclusive of 10' shared use pedestrian/bicycle path and 6' landscape strip from SFWMD's C-102 canal to SW 268 Street</u>	<u>2030</u>	<u>\$595,000</u>	<u>507.5</u>
29	<u>Construction of a crossing over the SFWMD's C-102 canal at SW 117 Avenue.</u>	<u>2030</u>	<u>\$3,000,000</u>	<u>507.3</u>
30	<u>Construction of 70', 2-lane SW 122 Avenue roadway, inclusive of 10' shared use pedestrian/bicycle path on east side between C-102 canal and SW 264 Street</u>	<u>2030</u>	<u>\$220,000</u>	<u>507.5</u>

34	<u>Funding of widening of SW 112 Avenue from four to six lanes between SW 216 Street and SW 232 Street</u>	<u>2030</u>	<u>\$6,055,200</u>	<u>507.3</u> <u>500</u>
35	<u>Funding of widening of SW 248 Street from two to four lanes between SW 127 Avenue and US 1</u>	<u>2030</u>	<u>\$6,564,846</u>	<u>507.3</u> <u>500</u>

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CAPITAL IMPROVEMENTS ELEMENT LIST OF FUNDING SOURCES

* * *

Impact Fees/Exactions

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- 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 – 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

**SOUTH DADE LOGISTICS & TECHNOLOGY DISTRICT
PHASE II
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (hereinafter the "**Agreement**") is made and entered into this ___ day of _____, 2022 by and between South Dade Industrial Partners, LLC, a Florida limited liability company ("**South Dade Industrial**"), BEDROCK SOUTH DADE 112 AVENUE, LLC, a Florida limited liability company ("**Bedrock 112**"), BEDROCK SOUTH DADE 268 STREET, LLC, a Florida limited liability company ("**Bedrock 268**"), D.A.P. LAND HOLDINGS, LLC, a Florida Limited Liability Company ("**D.A.P**"), BUXEDA HOLDINGS, LLC, a Florida Limited Liability Company ("**Buxeda**"), BARRY BRANT, TRUSTEE ("**Brant**"), and MIAMI-DADE COUNTY, Florida, a county government duly organized and existing under the laws of the State of Florida (hereinafter referred to as the "**County**").

RECITALS:

A. Bedrock 112, D.A.P., Buxeda, and Brant (collectively, **the "Owners"**) are each the owner of a portion of, or the owner of an undivided interest in a portion of, that certain land legally described in **Exhibit "A"** attached hereto and made a part hereof ("**Property**") located in the County, and the Owners collectively own 100% of the interests in the Property.

B. The Property consists of four subparcels, the "Phase IIA Land" described in **Exhibit "B,"** the "Phase IIB Land" described in **Exhibit "C,"** the "Phase IIC Land" described in **Exhibit "D,"** and the "Phase IID Land" described in **Exhibit "E"** all exhibits attached hereto.

C. The Property has been designated as part of the "South Dade Logistics & Technology District" (**the "Special District"**) on the Miami-Dade County Comprehensive Development Master Plan ("**CDMP**") Future Land Use Map ("**FLUM**") and will be subject to the CDMP Land Use Element requirements for the Special District, adopted pursuant to Ordinance No. _____. The Special District also includes additional land not subject to this Agreement, identified as "Phase I" and "Phase III" in the Special District. The following reflects the acreage and overall development limits of all three Phases pursuant to the CDMP interpretive text addressing the Special District, subject to Development Equivalency as set forth in Paragraph 6 herein.

Phase	Gross Acreage	Development Assignment
Phase I	83.85	Up to 1,492,670 square feet of logistics centers, warehouses, maintenance and repair facilities, office buildings and office parks, light manufacturing, and wholesale showrooms; and up to 5,000 square feet of commercial uses on properties that do not exceed five acres. (subject to Development Equivalency).
Phase II	165.08	Up to 2,574,756 square feet of logistics centers, warehouses, maintenance and repair facilities, office buildings and office parks, light manufacturing, and wholesale showrooms; up to 80,000 square feet of commercial uses; and up to 150 hotel rooms (subject to Development Equivalency).
Phase III	129.93	Up to 1,844,535square feet of distribution and logistics centers, warehouses, maintenance and repair facilities, light manufacturing, and wholesale showrooms.

D. A majority of the Property is currently being used by the Owners for agricultural purposes, consistent with its previously established Agriculture (AU) zoning district regulations. The existing agricultural uses will be permitted to continue until redevelopment of a parcel has commenced.

E. Concurrently with this Agreement, the Owners have filed zoning applications (the "Zoning Applications") pursuant to the County's Land Development Regulations as follows:

1. The Phase IIA Land is the subject of application PH No. Z2021000050 seeking a district boundary change to IU-1 as well as site plan approval and related requests.
2. The Phase IIB Land is the subject of application PH No. Z2021000052 seeking a district boundary change to IU-1.

3. The Phase IIC Land is the subject of application PH No. Z2021000053 seeking a district boundary change to BU-2 (“Special Business”).
4. The Phase IID Land is the subject of application PH No. Z2021000051 seeking a district boundary change to IU-1.

This Agreement is contingent on the approval CDMP Application No. 20210003 and Public Hearing Applications PH Nos. Z2021000050, Z2021000051, Z2021000052, and Z2021000053.

F. The Owners, , South Dade Industrial, and Bedrock 268 are collectively the **Applicants** and individually, an **Applicant**.

G. The Applicants and the County desire that the Property be developed as permitted by the CDMP and the County Land Development Regulations (as hereinafter defined).

H. The Applicants and the County desire to establish certain terms, conditions, and rights with respect to the development of the Property: (i) to ensure that there are adequate capital facilities for development of the Property; (ii) to encourage the efficient use of resources in the development of the Property; (iii) to provide for cost-effective development of the Property; (iv) to provide for certainty with respect to certain approvals for development of the Property; and (v) to provide assurances to the Applicants that they will be vested as to concurrency management, zoning, and certain other regulations, as specified herein, that are existing on the Effective Date, subject to the terms of this Agreement.

I. This Agreement is entered into as a “Development Agreement” under the Florida Local Government Development Agreement Act, Sections 163.3220 – 163.3243, Florida Statutes (2020) (“**Development Agreement Act**”) and Section 33G-8 of the Miami-Dade County Code.

NOW, THEREFORE, in consideration of the conditions, covenants and mutual promises hereinafter set forth, the Applicants and County agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference. All exhibits to this Agreement are hereby made a part hereof.
2. **Definitions.**

- a. **"Applicants"** includes the Owners , South Dade Industrial, and Bedrock 268 or their successors or assigns.
- b. **"Approved Zoning Districts"** means IU-1, BU-1A, and BU-2 and associated requests approved pursuant to Miami-Dade County Resolution Nos. [____] and [____], passed and adopted by the Board of County Commissioners on [____], as the same exists as of the Effective Date.
- c. **"Base Flood Elevation"** means the elevation of the base flood, including wave height, specified on the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM).
- d. **"Code"** means the Code of Miami-Dade County, Florida.
- e. **"Comprehensive Plan"** or **"CDMP"** means the Comprehensive Development Master Plan adopted by the County pursuant to Chapter 163, Florida Statutes, meeting the requirements of Section 163.3177, F.S., Section 163.3178, and Section 163.3221(a), F.S., which is in effect as of the Effective Date.
- f. **"CDMP Amendment"** means the County CDMP amendment application No. CDMP20210003.
- g. **"DERM"** means the RER Division of Environmental Resources Management, or successor agency.
- h. **"Developer"** means South Dade Industrial, Bedrock 112, Bedrock 268, and their respective successors and assigns, or any party or parties authorized by the Owners under this Agreement to undertake development as defined in Section 163.3221(3), Florida Statutes (2020), of the Property, subject to the terms and conditions set forth in this Agreement.
- i. **"Development"** means the carrying out of any building activity; the making of any material change in the use or appearance of any structure or land; or the dividing of land into three or more parcels as provided in Section 163.3221(4), Florida Statutes (2020) and more specifically in the Code.

- j. **"Development Permit"** includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, soil improvement permit, or any other official action of local government having the effect of permitting the development of the Property, as provided in Section 163.3221(5), Florida Statutes (2020) and as more specifically provided in the Code. Pursuant to Section 33-310.3(C)(6) of the Code, "development permit" shall include building permits and water and sewer permits but shall not include permits required by Chapter 24 or any other County environmental regulations.
- k. **"DTPW"** means the Miami-Dade County Department of Transportation and Public Works, or successor agency.
- l. **"Duration"** shall have the meaning set forth in Section 4(b) of this Agreement.
- m. **"Effective Date"** shall be the date this Agreement has been recorded in the Public Records of Miami-Dade County.
- n. **"Essential Facilities or Systems"** means buildings and other structures that are intended to remain operational in the event of extreme environmental loading from flood, wind, snow or earthquakes, in accordance with Florida Building Code Section 1612.4.
- o. **"Freeboard"** means additional height above the Base Flood Elevation required as a function of the nature of occupancy and the flood zone in accordance with Florida Building Code Section 1612.4
- p. **"Governing body"** means the Board of County Commissioners of Miami-Dade County.
- q. **"HEFT"** means the Homestead Extension of Florida's Turnpike.
- r. **"Infrastructure"** means, power generation and transmission, communications, roadways and other transportation facilities or equipment, sanitary sewer, solid waste, drainage, potable water, and similar public facilities.

- s. **"Land"** means the earth, water, and air, above, below, or on the surface and includes any improvements or structures customarily regarded as land, as provided in Section 163.3221(7), Florida Statutes (2020).
- t. **"Land Development Regulations"** means ordinances, rules, and policies enacted or customarily implemented by the County for the regulation of any aspect of development and includes any local government zoning, rezoning, subdivision, building construction, or sign regulation or certain other regulations controlling the development of or construction upon land in effect as of the Effective Date, as provided in Section 163.3221(8), Florida Statutes (2020). Pursuant to section 33-310.3(C)(7) of the Code, the term "land development regulation" shall not include Chapter 24 or any other County environmental regulations. Such environmental regulations shall apply to the Property regardless of this Agreement and may require changes to the Applicants' plans for the Property.
- u. **"MDAD"** means the Miami-Dade Aviation Department, or successor agency.
- v. **"MDFR"** means the Miami-Dade County Fire Rescue Department, or successor agency.
- w. **"MDPD"** means the Miami-Dade Police Department, or successor agency.
- x. **"Owners"** shall include Bedrock South Dade 112 Avenue, LLC,, D.A.P. Land Holdings, LLC, Buxeda Holdings, LLC, Barry Brant, Trustee, and, their heirs, successors, and assigns. Each Owner will have the full power and authority to act and exercise all rights, and to undertake all obligations, on its portion of the Property.
- y. **"Phase I and Phase III Land"** means all privately owned areas of the Special District that are not included in the Property.
- z. **"Phase II Developer(s)"** means South Dade Industrial, Bedrock 112, Bedrock 268, their successors or assigns, or any party designated by the Phase II Developers as the "Developer" undertaking development of all or any portion of the Phase II Land from time to time, and its successors or assigns, subject to the terms and conditions set forth in this Agreement.

- aa. **"Phase IIA Land"** means the approximately 98.1 gross acre parcel legally described in **Exhibit "B."**
- bb. **"Phase IIB Land"** means the approximately 20.6 gross acre parcel legally described in **Exhibit "C."**
- cc. **"Phase IIC Land"** means the approximately 20.2 gross acre parcel legally described in **Exhibit "D."**
- dd. **"Phase IID Land"** means the approximately 26.16 gross acre parcel legally described in **Exhibit "E."**
- ee. **"Property"** means the land located in the County legally described in **Exhibit "A."**
- ff. **"Project"** means development permitted pursuant to the Project Approvals.
- gg. **"Project Approvals"** means the CDMP Application, Approved Zoning Districts and this Agreement, and the Zoning Applications, as approved by the Miami Dade County Board of County Commissioners.
- hh. **"PROS"** means the Miami-Dade Parks, Recreation and Open Spaces department.
- ii. **"Public Facilities"** means major capital improvements, including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, educational, parks and recreational facilities, and health systems and facilities, as provided for in Section 163.3221(13), Florida Statutes (2020).
- jj. **"Public Records"** means the Public Records of the County, subject to Chapter 119, Florida Statutes.
- kk. **"RER"** means the Miami-Dade County Department of Regulatory and Economic Resources, or successor agency.
- ll. **"RER Director"** means the Director of RER or successor agency, or the Director's designee.

mm. **"Site Plan"** is a scaled and dimensioned site plan (with landscaping), typical elevation, and typical floor plan.

nn. **"Special District"** means the "South Dade Logistics & Technology District" as depicted on the CDMP's Future Land Use Map ("FLUM") and described in the corresponding text of the Land Use Element of the CDMP.

oo. **"WASD"** means the Miami-Dade County Water and Sewer Department, or successor agency.

pp. **"Zoning Applications"** means PH No. Z2021000050 (Phase IIA), PH No. Z2021000052 (Phase IIB), PH No. Z2021000053 (Phase IIC) and PH No. Z2021000051 (Phase IID).

3. **Intent.** The Applicants and the County intend that this Agreement is entered into as a "Development Agreement" under the Development Agreement Act and that this Agreement should be construed and implemented to effectuate the purposes and intent of the parties expressed in this Agreement and in the Development Agreement Act.

4. **Effective Date/ Duration.**

a. **Effective Date.** As provided in Section 163.3239, Florida Statutes, this Agreement shall be recorded in the Public Records at the cost of the Applicants. It is provided, however, that this Agreement is contingent upon the CDMP Amendment being found "in compliance" pursuant to Section 163.3184, Florida Statutes, and this Agreement is also contingent upon the approval of the Zoning Applications. Therefore, this Agreement shall be executed by all parties and held in escrow by the County pending (1) the confirmation that the CDMP Amendment has been found "in compliance" pursuant to Section 163.3184, F.S., by a final non-appealable order; and (2) final and non-appealable approval of the Zoning Applications. If an appeal of the CDMP Amendment or the Zoning Applications is filed, and the disposition of such appeal results in the denial of the subject application, in its entirety, then this Agreement shall be null and void and of no further effect; if a portion of an approval is invalidated, then, to the extent any such invalidation is severable, this Agreement shall remain in full force and effect as to those portions that remain valid. Upon the disposition of an appeal that results in the denial

of the CDMP Amendment or the Zoning Applications in their entirety or results in an invalidity that is not severable from the remaining portions, and upon written request, the Director of RER shall forthwith execute a written instrument, in recordable form, acknowledging that this Agreement is null and void and of no further effect, and original counterparts of this Agreement shall be returned to the parties without any recordation of the Agreement.

- b. ***Duration.*** This Agreement shall run with the land and shall be binding on all parties and all persons claiming under them for a term of 20 years from the Effective Date, with the option to extend this Agreement for an additional 10 years with Administrative Approval by the Director of RER, upon a demonstration that development of the Project has commenced and continued in good faith. This Agreement shall not exceed 30 years unless extended by mutual consent of the County and the Applicants following a public hearing in accordance with Section 163.3225, Florida Statutes. Any commencement, phasing, improvement-timing, applicable mitigation requirements, or other dates or deadlines provided in this Agreement may be extended administratively by the County for the maximum period of time declared by state law (“Statutory Extensions”), including, but not limited to, Section 252.363, Florida Statutes, regardless of any previous extension for this Agreement, associated zoning approvals, and related zoning actions. References herein to the “Duration of this Agreement” shall include extensions approved thereto. Any development commenced following the expiration of this Agreement will be subject to the then-applicable County regulations, including, but not limited to, zoning, subdivision, and environmental regulations as well as the County’s standard concurrency review process.

5. **Owner and Developer Authority and Assignments/Personal Liability/Multiple Ownerships.**

- a. ***Authority/Developers.*** The Phase II Developers will have the right throughout the duration of this Agreement to provide subsequent Developer or Developers with the power and authority to act or exercise any rights, or to undertake any obligations, with respect to the relevant portions of the Property. Present or future Developers may assign the title and role of Developer and any rights or obligations hereunder in whole or in part to other parties as hereinafter provided in this Agreement at their sole and exclusive discretion and without the consent of any other

party to this Agreement. Such assignment must be in writing and in recordable form, and shall not require the approval of the County or the amendment or modification of this Agreement. Once assigned, a subsequent Developer will possess the full power and authority to act and exercise all rights, and to undertake all obligations, with respect to the relevant portion of the Property under this Agreement. Further, unless expressly reserved, the power and authority of the existing Developer shall terminate and no longer apply to the existing Developer that is transferring its powers and authority. This Agreement shall not prohibit the Phase II Developers, their successors and assigns, from assigning certain obligations to a special taxing district, community development district, property owners' association, or other legal entity, to the extent otherwise permitted by the Code and other applicable laws. The creation of special taxing districts or community development districts shall be subject to the review and approval by the Board of County Commissioners pursuant to Section 1.01 of the Miami-Dade County Home Rule Charter and the intent to pursue the creation of special taxing districts or community development districts shall be reported pursuant to Paragraph 31 of this Agreement.

Notwithstanding anything in this Agreement to the contrary, all obligations under this Agreement shall be binding obligations of the successor owners of the Property, regardless of any delegation or assignment by the Owners.

Any assignments and sales of land to subsequent owners or Developer(s) made under this Agreement, and the creation of a property association to act on behalf of individual property owners, as contemplated in this Paragraph 5, shall be reflected on the annual report to the Department of Regulatory and Economic Resources required under Section 33-310.3(C)(12) of the Code and Paragraph 31 of this Agreement.

- b. **Liability.** The obligations imposed on the Owners, Developers, or Applicants under this Agreement shall continue to be the binding obligations of successor owners of the Property from time to time and shall continue to be binding obligations against the Property notwithstanding any change in ownership and notwithstanding any delegation of authority set forth in subparagraph 5(a) above. The rights and obligations under this Agreement shall run with title to the relevant portions of the Property and shall not be personal to the Owners,

Developers, Applicants, or any prior Owner or Developer. It is provided, however, that nothing herein shall limit the County's ability to enforce violations and environmental obligations against any prior owner, as may be available under law and pursuant to the Code of Miami-Dade County, including, but not limited to, Chapter 24.

- c. ***Multiple Ownership within Subdivided Lots.*** In the event any subdivided lot or lots within the Property has or have multiple ownership, including a condominium, the owners of that subdivided lot(s) shall create an association, or create appropriate covenants, that establish that an association or a designated party(ies) shall have the right to act on behalf of the individual owners of such subdivided lot or lots to bind such owners under this Agreement, provided such association has the legal authority to do so, including any modification of this Agreement. If the owners of such subdivided lot or lots fail to create such an association or designated party(ies), then the owner that created the subdivision shall be deemed to retain the right to request and execute modifications of this Agreement on behalf of the individual owners of such subdivided lot or lots.

6. **CDMP, Permitted Development Uses, Density/Intensity, and Development Equivalency.**

- a. ***CDMP and Zoning Consistency.*** Concurrently with the approval of this Agreement and pursuant to the County's Land Development Regulations, the County adopted the Approved Zoning Districts on the official zoning map of the County. By these approvals, the County has determined that the Special District, this Agreement, the Approved Zoning Districts, and the Zoning Applications are consistent with the Land Development Regulations and CDMP in effect as of the Effective Date and shall remain consistent, provided that the Applicants comply with all requirements and obligations of this Agreement.
- b. ***Permitted Development Uses and Intensity.*** The development program for the Project will consist of the following program uses (together with uses accessory and ancillary thereto, the "**Program Uses**") and density limitations ("**Initial Approved Development Program**"), or an equivalent combination of such uses and intensity limitations, as follows:

TABLE OF PROGRAM USES

Use¹	Initial Approved Development Program
Logistics centers, warehouses, maintenance and repair facilities, office buildings and office parks, light manufacturing, and wholesale showrooms	2,574,756 square feet
Commercial Uses	80,000 square feet
Hotel	150 Rooms

- c. The actual permitted uses are those allowed by the Approved Zoning Districts in effect for that portion of the Property, subject to this Agreement, and any Declarations of Restrictions accepted in connection with the CDMP Amendment and/or Zoning Applications. The Project development shall be limited to the Program Uses, but the combination and intensity of the Program Uses in the Initial Approved Development Program may be modified to the extent provided in the Development Equivalency provision below. The parties understand and agree that the rezoning of the Property to the Approved Zoning Districts will allow continued agricultural use to the extent it is the continuation of a legally established non-conforming use.

PHASE II BREAKDOWN AND ASSIGNMENT OF INITIAL APPROVED DEVELOPMENT PROGRAM AND USES

Subphase	Development Assignment
Phase IIA	1,944,308 square feet of logistics centers, warehouses, maintenance and repair facilities, office buildings and office

¹ It is the intent of the Parties to liberally construe the uses to be allowed within the Project. Uses were analyzed, and are generally proposed, as those provided in the Institute of Transportation Engineers Trip Generation Manual 10th Edition, as follows: Warehousing, Shopping Center, Hotel, Fast Food w/ Drive Through, Drive-in Bank, Super Convenience Market/Gas Station, and related uses contemplated therein. Analyzed uses also include all uses allowed within the IU-1 and BU-2 Districts except those expressly excluded herein or in the Declarations of Restrictions accepted in connection with the CDMP Amendment and/or Zoning Applications, other uses similar to all those contemplated herein, and all appropriate ancillary and accessory uses, which may be permitted in accordance with paragraph 6.d. below without amending this Agreement.

	parks, light manufacturing, and wholesale showrooms.
Phase IIB	385,699 square feet of logistics centers, warehouses, maintenance and repair facilities, office buildings and office parks, light manufacturing, and wholesale showrooms.
Phase IIC	70,000 square feet of commercial uses and up to 150 hotel rooms
Phase IID	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.

- d. **Population Density.** No residential uses will be permitted on the Property.
- e. **Building Heights.** The building heights permitted on the Property will be defined by the IU-1 or BU-2 zoning district regulations in effect as of the Effective Date, as applicable, and any subsequently adopted standards that the Applicant or owner of the relevant portion of the Property and RER agree in writing, may be applied to the Property subject to the requirements of Paragraph 7(b) of this Agreement.
- f. **Prohibited Uses.** The uses described on **Exhibit "J"** are prohibited on the Property. The identical prohibitions have been included in the Declarations of Restrictions proffered for Phase II as part of the CDMP Application.
- g. **Development Equivalency.**
- i. **Trip Cap.** The Initial Approved Development Program is projected to generate 963 net external pm peak hour trips ("**Trip Cap**"), using the rates contained in the latest published edition of the ITE Trip Generation Manual (see representative trip generation rates provided in **Exhibit "F"** attached hereto and by this reference made a part hereof; "**Representative Trip Rates**"). The Declarations of Restrictions accepted with the CDMP Amendment include Representative Trip Rates for Phase II that are identical to those attached in **Exhibit "F."**

- ii. Floor area of development may be transferred among and within the Property, provided that: (a) the resulting development program within each subphase complies with the applicable minimum and maximum floor area limitations; and (b) the then owners of the parcel(s) or portion(s) thereof that are transferring and receiving the floor area agree to said transfer in writing; and (c) notice of said transfer is recorded in the Public Records of Miami-Dade County. Development orders and development permits, including Site Plan approvals, may be issued for an actual development program and combination of Program Uses and intensities ("**Actual Development Program**") that varies from the Initial Approved Development Program in accordance with the Equivalency Matrix provided in **Exhibit "F,"** provided that the Actual Development Program does not exceed (a) the Trip Cap or (b) the amount of water treatment plant or sanitary sewer treatment plant capacity reserved for the Initial Approved Development Program, as provided in Paragraph 11.q. below (the "Treatment Plant Capacity Cap"). It is provided, however, that the Treatment Plant Capacity Cap shall not preclude the Applicants from entering into a Service Agreement with WASD for more than the reserved capacity, if such capacity is available, at the appropriate development stage, and any such additional Service Agreement shall not require a modification of this Agreement.
- iii. A trip generation analysis using the Representative Trip Rates shall be prepared for RER review and approval at the earlier of site plan or tentative plat approval of each subphase to calculate the total number of net external pm peak hour trips for that subphase or stage of the Project and to demonstrate that the cumulative net external pm peak hour trip generation for the Project built to date does not exceed the Trip Cap.
- iv. It is further provided that development orders and development permits for uses that require variances, unusual uses, or special exceptions pursuant to the Miami-Dade County Code may be approved without amending this Agreement, provided that such additional uses: are consistent with the CDMP; are approved in accordance with the applicable Code provisions; and do not exceed the Trip Cap (subject to the Representative External Vehicle Trip Rates

and Equivalency Matrix in **Exhibit "F"**) or the Treatment Plant Capacity Cap.

- v. All development orders and development permits, including Site Plan approvals, may be issued administratively by RER to the extent permitted by the Code.
- h. **Open Space.** Each individual development site within the Property will provide at least fifteen (15) percent of its gross area as open space.

Open space will include 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 ornamental or shading landscaped areas associated with such pedestrian or bicycle paths, and above-grade landscaped roof terraces/gardens on buildings or garage structures.

7. **Procedures.**

- a. **Further Development Review.** The Project Approvals, the Land Development Regulations, and the CDMP establish the criteria for development of the Property for purposes of CDMP consistency, concurrency, and zoning for the Duration of this Agreement. Those criteria shall be applied as set forth below.
 - i. **Site Plan.** A site plan for an individual development site shall comply with the CDMP, the Land Development Regulations, the Project Approvals and criteria set forth in the Code.
 - 1) Each Owner or Developer shall demonstrate compliance with CDMP Policy LU-8H(h) at the time of site plan approval for each phase or portion thereof, by incorporating the design principles and considerations outlined in **Exhibit "L"** to this Agreement.
 - 2) If it is found during the site plan review that the proposed development does not substantially comply with the Project

Approvals, and is consistent with the CDMP and the Land Development Regulations, the Site Plan applicant may either appeal the decision as set forth below, revise the Site Plan to comply with the Project Approvals, or request a modification of this Agreement in accordance with this Agreement and the Code, or request such other zoning action or determination as may be required pursuant to the Code.

- 3) Modifications to approved site plans shall be governed by Sections 33-304, 33-309, and 33-310.1 of the County Code and shall not require an amendment to this Agreement as long as the proposed modified plan substantially complies with with the Project Approvals, and is consistent with the CDMP.
- b. **Appeals of Administrative Decisions.** If the County does not approve the Site Plan with respect to a portion of the Property, each applicant for site plan approval maintains the right to appeal the administrative decision as provided by the Code in accordance with Section 33-314(C), which provides for appeals of certain administrative decisions directly to the Board of County Commissioners; or in accordance with Chapter 24, which provides for appeals of certain administrative decisions to the Environmental Quality Control Board.
 - c. **Downzoning and New Regulations and Policies.** For the Duration of this Agreement, the County shall not downzone the Project, change the Approved Zoning Districts, or restrict legal nonconforming uses beyond the current provisions in the Code of Miami-Dade County, except at the express request of either the Owner or Developer of the relevant portion of the Property, subject to all applicable requirements for any such legislation or zoning action. The County shall further not apply subsequently adopted laws and policies to the Project except as provided in Section 163.3223, Fla. Stat. (2021).
8. **Reservation or Dedication of Land.** Pursuant to the terms of this Agreement, the Owners shall dedicate all necessary rights of way, easements, licenses, fee simple ownership, and other appropriate property interests for the construction, installation, and operation of infrastructure, utilities, stormwater management, and other appropriate Public Facilities and public purposes as provided herein on their respective portions of the Property. Certain necessary reservations, dedications,

and improvements for the Property are described on **Exhibit "G,"** but the failure to include a reservation, dedication, or improvement therein shall not absolve the Owners or Developers from any such obligation under applicable law. The dedication of any public roadways, canal rights-of-way, agricultural drainage ditches, or other areas shall be accomplished through the approval of a plat for the affected parcel(s), or portions thereof, or through such other instruments as may be acceptable to the County. It is understood that this Agreement does not necessarily address environmental mitigation or sewer pump stations that may be required as part of environmental approvals or permits pursuant to Chapter 24 of the Code.

9. **Development Permits and Other Required Permits and Approvals.** A description of the local and other development permits and environmental permits and approvals that are generally anticipated as required for the development of the Project is set forth on **Exhibit "H"** attached hereto and made a part hereof. This list is a good faith attempt to list the most significant permits required for development and may be supplemented with additional permits and requirements, as appropriate, but the failure to include permits and approvals on **Exhibit "H"** shall not relieve the Applicants from the need to obtain said permits and approvals. The Applicants may need certain additional approvals and additional development permits to complete the Project in a manner consistent with the Project Approvals, Land Development Regulations, and CDMP designations in effect as of the Effective Date and applicable to the Property, such as:
- a. Site plan approvals and modifications thereto;
 - b. Vacations of road rights-of way or closures of existing roads;
 - c. Non-use variances of the requirement to dedicate certain rights of way;
 - d. Unusual uses and special exceptions;
 - e. Soil Improvement Permits;
 - f. Canal Excavation Permits;
 - g. Subdivision approvals;
 - h. Operational traffic analyses at time of the earlier of a site plan or subdivision approval for the relevant property;
 - i. Water, sewer, paving, and drainage permits/plan approvals;
 - j. Acceptance, enforcement, or release of Covenants, Declarations of Restrictions, or Unities of Title;
 - k. Building and related permits;
 - l. Certificates of occupancy, completion, or use;
 - m. Stormwater management and drainage permits; and

- n. Environmental permits, including, without limitation, work in wetlands, work in or relocation of canal easements, or tree removal and relocation.

10. **Necessity of Complying with Local Regulations Relative to Development**

Permits. The Applicants and the County agree that the failure of this Agreement to address a particular permit, condition, term, or restriction as of the Effective Date shall not relieve the Applicants of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction in effect as of the Effective Date. To the extent that such regulation is no longer in effect or changed, the Applicants and County may address the terminated or changed provision without the need to amend this Agreement, provided the Parties agree in writing.

11. **Conditions of Development.** As a condition of development, the Applicants shall address the impacts of development of the Project as follows. For purposes of this Paragraph 11, the phrases "at the time of permitting" and "at the time of permit" shall mean when a complete application for a permit has been submitted to the applicable agency.

a. **Improvements Involving Phase I or Phase III Lands**

- i. The only infrastructure that is proposed or anticipated to require a connection across Phase I or Phase III lands or the participation of any Phase I or Phase III owner is the improvement of SW 256 Street (west of SW 112 Avenue), SW 260 or 261 Street (west of SW 112 Avenue), and SW 117 Avenue (north of the C-102 canal) and an easement crossing through Folio 30-6925-000-0181, including the installation of utility lines, portions of which infrastructure are located in Phase I or Phase III and are required to serve Phase IIA. The Phase II Developers have entered into contracts to acquire the necessary easements and/or rights-of-way from the owners of the affected Phase I or Phase III parcels.
- ii. No additional future connections will be permitted without the approval of the relevant landowners and the County. Any additional water and sewer infrastructure that is deemed necessary in the future will require the approval of the relevant landowners and the County and may affect the approvability of subsequent permits, but such infrastructure requirements may be addressed through administrative approvals without amending

this Agreement. For additional roadway improvements across Phase I or Phase III lands, the relevant Owner or Developer will be responsible for obtaining the approval of the relevant land owner(s) for improvements that are deemed necessary by the County based on a traffic analysis prepared by the relevant Owner or Developer at the time of site plan approval, final plat, or building permit.

b. ***General Environmental***

All applicable environmental permits for development within each subphase (or portion thereof) shall be obtained pursuant to Chapter 24 of the Code, as may be amended from time to time. All subsequent development orders, including but not limited to Site Plans, tentative plats, final plats, building permits, zoning improvement permits, lake excavation permits and Class IV wetlands permits, shall be subject to review and approval by DERM in accordance with applicable requirements of Chapters 24 and 11C of the Code, and for conformance with the CDMP. It is expressly agreed and acknowledged that (i) such environmental permits and approvals are not exhaustively listed herein; (ii) each Owner or Developer is required to obtain various environmental permits and approvals pursuant to Chapter 24 of the County Code, as it may be amended from time to time; for their respective portions of the Property; (iii) DERM has not yet reviewed or approved the required submittals for such environmental permits and approvals; (iv) this Agreement does not entitle the Owners or Developers to any such environmental permits and approvals or entitle the Applicants to develop the Property unless and until such permits and approvals are obtained; (v) and additional environmental requirements may apply beyond those in effect as of the Effective Date, including additional state or federal requirements and associated County requirements. The Owners or Developers acknowledge that the provisions of this Agreement do not address any environmental mitigation that may be required by the County as part of future environmental permits or approvals.

The Owners and Developers further acknowledge that the relevant Owner will be required to fund the construction of sanitary sewer pump stations under the terms of service agreements with the Water and Sewer Department.

c. ***Environmental Assessments***

- i. Prior to the approval of the earlier of any future development building permits (including soil improvement, drainage, or dewatering permits)for the relevant phase or portion thereof, the relevant Owner or Developer shall conduct and submit the following environmental assessments to DERM for review and approval:
 - 1. Phase 1 and Phase 2 Environmental Site Assessments (“ESAs”) in accordance with ASTM Standards;
 - 2. Environmental evaluations that address the utilization of the relevant area by protected species including (where relevant) both dry and wet seasons using U.S. Fish and Wildlife methodologies; and
 - 3. Wetland determinations using DERM-approved standards and methods.
- ii. Based on the current and historical agricultural use of the Property, prior to the approval of the earlier of any site development building permits (including soil improvement, drainage, or dewatering permits) for the relevant phase or portion thereof, the relevant Owner or Developer shall submit to DERM for review and approval a site assessment report that ascertains the soil and groundwater quality at the site and is prepared in accordance with Chapter 24 of the Code and associated guidance, and applicable industry standards (e.g., ASTM Phase 1 and Phase 2). Based on the results of the site assessment, site rehabilitation including, as applicable, implementation of a contaminated soil management plan and all applicable components (e.g., dust control or AQMP) may be required to comply with requirements of the Code. Such site rehabilitation shall be conducted in accordance with the applicable provisions of the Code and associated guidance and shall be subject to DERM review and approval.

d. ***Mitigation of Flooding Risks***

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 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.
- ii. The proposed minimum elevation of any new roadways (excluding the existing roadways SW 112 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.

e. ***Conceptual Stormwater Plan***

The approved Conceptual Stormwater Management Master Plan (the "Conceptual Stormwater Plan") attached as Exhibit "M" to this Agreement describes the standards and requirements for managing stormwater in the entire development. The Conceptual Stormwater Plan also establishes that post-project conditions shall be the same as or better than the pre-project conditions related to managing stormwater, including water quantity and water quality Levels of Service, to avoid any negative impacts to areas immediately upstream of the development and within the Special District itself (all Phases I, II, and III). The Conceptual Stormwater Plan contemplates that each Phase of the Project, or portion thereof, will comply with the requirements set in the Plan through the review and issuance of all future development permits for the relevant phase or portion thereof that involve review of drainage or stormwater conveyance.

Pursuant to that Plan, the following stormwater management design requirements shall apply to all Phases of the Project:

- 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 designated to function for that purpose as long as the development remains in operation.
 1. 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.
 2. 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.
 3. 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. All development within the Property shall retain 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 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 Property. 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 Property or other areas inside of the Property.
 - 1. 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.

2. 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) a signed and sealed 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. The proposed development shall include by-pass swales or other means of conveyance to the C-102 canal subject to the approval of the SFWMD, if DERM determines that such infrastructure is required to maintain existing drainage flow patterns from the neighboring properties and to ensure the development does not negatively impact area or regional drainage compared to pre-development conditions.
- f. ***Proposed Dedications for Public Stormwater Conveyance.*** All areas or facilities, either existing or planned, related to public stormwater conveyance or public drainage located on the Property, whether or not included on the County Water Control Plan identified in Section 28-13 of the Code, as may be amended, or identified in any required title searches, shall be identified on any signed and sealed engineering analysis required by subsection (e) above. In addition, unless modified or eliminated as provided in subsection (e)(vi) above, all such areas or facilities shall be proffered for dedication to the County in the tentative plat and final plat for the relevant parcel, or through such other instrument as may be acceptable to the County. If the County declines the offer of dedication, then maintenance and operation shall be provided for in accordance with subsection (c)(iii) above.
- g. ***Final Stormwater Plans and Covenants***
 - i. Prior to the earlier of the approval of a final plat, building permit, zoning improvement permit, lake excavation permit, or Class IV wetland permit, the Owner or Developer of the relevant

parcel shall submit to DERM for review and approval a detailed Environmental Resource Permit (“Final Stormwater Plan”) for all the property covered by the relevant application and associated covenant(s) for such property and any off-site areas to be used for stormwater purposes, such as stormwater storage or conveyance. The Final Stormwater Plan shall be signed and sealed by a professional engineer licensed in the State of Florida. The DERM-approved Final Stormwater Plan covenant(s) shall be recorded in the Public Records of Miami-Dade County at the expense of the Owner or Developer of the parcel subject to the final plat.

- ii. Final Stormwater Plans shall be consistent with the approved Conceptual Stormwater Plan and shall be prepared in accordance with the versions in effect at the time the Final Stormwater Plan, or a modification thereof, is submitted of the following: the Miami-Dade County Public Works Manual; the County Water Control Plan; Chapters 24 and 11C of the Code; the South Florida Water Management Regulations; the Florida Building Code; and ASCE 24. A Final Stormwater Plan shall also incorporate findings from environmental site assessments for the relevant parcel prepared in accordance with ASTM Standards and approved by DERM. A Final Stormwater Plan must address, along with any other information deemed necessary by DERM, the following:
 1. The necessary measures to mitigate flooding in the development of the parcel in a manner consistent with the approved Conceptual Stormwater Plan.
 2. How the parcel’s perimeter berm will retain the on-site runoff generated by a 100-year 3-day storm event.
 3. A signed and sealed engineering analysis will be required to demonstrate current and future conveyance function for any agricultural ditch, canal or conveyance swale retained, relocated or planned to be eliminated. Relocation or elimination of such ditch or swale shall be governed by subsection (e)(vi).

4. A complete title search for the parcel will be required to identify any canal rights-of-way, reservations or easements associated with the existing agricultural ditches. The County Water Control Plan shall be included in the title search and in the signed and sealed report required for all the ditches, canals and swale areas within or abutting the parcel. 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. Any existing or planned canal or ditch within the subject parcel, as shown on the above-referenced Water Control Plan may be subject to dedication to the County as provided in paragraph (f).
5. A signed and sealed engineering analysis demonstrating that post-project conditions shall be the same or better than the pre-project conditions related to managing stormwater, including water quantity and water quality Levels of Service, in areas immediately upstream to the development and within the District (all Phases I, II, and III).

Modifications to Final Stormwater Plans, including associated covenant(s), will be subject to RER-DERM review and approval in accordance with the foregoing standards. All features and facilities shown in the Final Stormwater Plan located on a parcel, including the perimeter berm, shall be operated and maintained by the Owner of such 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 as provided above.

h. ***Natural Resources***

- i. The Owners or Developers shall prepare and revise site plans and applications for development permits and environmental permits, including, without limitation, tentative plat applications, final plat applications, building permit plans, zoning improvement permits,

lake excavation permits and Class IV wetlands permit plans, subject to DERM review and approval, as necessary to comply with requirements of Chapter 24 of the Code and for conformance with provisions of the CDMP, Class IV permit approval, the Conceptual Stormwater Plan and the approved Final Stormwater Plan for each such plan, permit, or subdivision application, and any other environmental permit or approval issued pursuant to Chapter 24 of the Code.

If required by the County prior to the approval of a final plat for any portion of the Property, the Owner or Developer 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. The survey shall utilize professionally recognized survey timeframes and sampling methodology and shall be subject to review and approval by DERM prior to its implementation. Nothing in this Paragraph shall prohibit the Director of DERM from accepting a survey of the parcel covered by the proposed final plat that had been previously approved by DERM or from requiring a new survey based on professionally recognized survey timeframes and sampling at the Owner or Developer's expense.

- ii. All plants prohibited by Miami-Dade County Code Section 24-49.9 and CDMP Policy CON-8I shall be removed at the time of development of the relevant Phase or portion thereof.
- iii. Prior to DERM approval of the earlier of any soil improvement, drainage, or dewatering permit, building permit, or final plat for development of any portion of the Property, if DERM determines that jurisdictional wetlands are present in the area subject to the development proposal, the Developer or property owner shall obtain a DERM Class IV permit for the area or portion of property subject to the request, which shall include all applicable items required by Section 24-48 of the Code. The permit application shall include, without limitation:

1. wetland delineation detailing the acreage of wetlands within the area subject to the request;
 2. a species list for each native community to indicate dominance, percent cover, or unusual or unique features of the plant communities; and
 3. the measures proposed to be taken to avoid and minimize impacts to on-site wetlands and state- and federally-listed wildlife and plant resources.
- iv. Prior to the issuance of the Class IV Permit, the Owner or Developer shall submit for DERM's review and approval a mitigation plan to compensate for unavoidable, permittable wetland impacts to the portion of the property covered by the permit or plat (the "Mitigation Plan"). The Mitigation Plan shall be consistent with the requirements of the CDMP and Chapter 24 of the Code and shall consider the nesting, roosting, or feeding habitats used by federal and/or State-designated, endangered or threatened species, as set forth in the CDMP Conservation Element Policy CON-9B.
- v. If any wetland preservation is proposed to occur on-site, the relevant Owner shall provide a proposed legal instrument in the form of a covenant to memorialize said preservation, which shall include a description of the actions necessary to restore, enhance, and maintain onsite habitat values.

i. Fertilizer Reduction and Florida-Friendly Landscaping.

- i. All non-agricultural 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."
- ii. All nonagricultural land 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.

- iii. To reduce fertilizer and water needs, all landscaping shall be "Florida-friendly landscaping" as defined in Chapter 18C.

j. **Aquifer Impacts.**

- i. Prior to undertaking any non-agricultural development, all agricultural wells on the property subject to the relevant permit shall be capped to reduce existing withdrawals.
- ii. No irrigation wells shall be permitted without SFWMD and DERM approval.

k. **Agricultural Land.**

Prior to the approval of a final plat, the relevant Applicant or property owner shall contribute the sum of \$8,750 per acre of farmable land included in such plat to the County. RER shall determine what constitutes "farmable land" by relying on the Property Appraiser's classification of the relevant land for ad valorem tax purposes.

l. ***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 on the Property shall:

- i. construct, and connect to, a public sanitary sewage collection and transmission system at the cost of the relevant Owner or Developer; and
- ii. protect all wastewater collection and transmission systems from floodwaters and inflow by:
 - 1. 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 time of the County's review of the

sewer extension permit application or the building permit application; and

2. 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.

m. ***Fire and Emergency Medical Services.***

- i. Prior to approval of any site plan, tentative plat, final plat, or building permit, whichever occurs first, the relevant Applicant or Owner shall coordinate with the MDR to ensure the adequate provision of fire protection and rescue services within the Project.
- ii. Moreover, the Applicant or Owner shall ensure that provisions are made to provide adequate water supply for fire suppression as part of the subdivision process for the parcel covered by such development orders.

n. ***Police.***

- i. Prior to approval of any site plan, tentative plat, final plat, or building permit, whichever occurs first, the relevant Applicant or Owner shall coordinate with the MDPD to ensure adequate infrastructure is in place to provide police protection/public safety for the Project.
 - ii. The MDPD has estimated that the overall Special District development will trigger the need to increase staffing by up to three officers, with a cost of approximately \$304,638.00, and that the Department will have the capacity to serve the Special District. Any additional costs to serve the Special District will be accommodated through the payment of impact fees and general fund revenues generated by the Property's increased ad valorem tax payments.
- o. ***Transportation and Roadways.***
 - i. The Applicants shall make proportionate share payments for the improvements to two offsite roadway segments as provided in Paragraph 13 herein.
 - ii. The Applicants or Owners will further be responsible for constructing or causing the construction of the roadway improvements (within the relevant phase or portion thereof) listed on, and consistent with the time-frames and respective responsibilities provided in, **Exhibit "G."**
 - iii. Operational analyses, including, but not limited to, review of paving and drainage design, right-of-way design, and intersection capacity and design, shall be undertaken in reviewing an application for the relevant parcel for site plan or final plat approval, whichever is earlier.
- p. ***Transit and Transportation Demand Management.*** The Project design and operation shall incorporate the following transit contributions, infrastructure enhancements, and transportation management strategies:
 - i. The Owners and Developers shall ensure that all improved roads within the proposed district include a corresponding sidewalk to improve public access to new and existing bus stops.

- ii. DTPW has confirmed that Metrobus Route 35 provides, and will continue to provide, service to the District with 20 minute headways, as required by CDMP Policy LU-8H. In an effort to further enhance transit service within the District, the Owners and Developers shall be responsible for contributing land and funds for the following three (3) bus stops (both new and replacement) and shelters. Each required shelter shall be 11 feet by 14 feet in size. The total capital contribution of funds for the construction of the five (5) bus stops shall be \$165,000 assigned to the relevant Owners and Developers as provided below
 - a. The existing bus stop on SW 112 Avenue, north of SW 256 Street, must be upgraded with two full bus shelters. The site plans for Phases IIC and IID shall each include proposed bus shelter locations, which shall be reasonably acceptable to DTPW. The Phase IIC and IID Owner or Developer shall each contribute \$55,000 (for a total of \$110,000) to DTPW to cover the capital cost of the shelters.
 - b. The existing bus stop along SW 268 Street at SW 119 Place must be relocated and upgraded with a full shelter. The site plan for Phase IIB shall include a proposed bus shelter location, which shall be reasonably acceptable to DTPW. The Phase IIB Owner or Developer shall contribute \$55,000 to DTPW for the capital cost of the shelter.
- iii. The above shelter sites shall be dedicated and the capital contribution shall be paid to the County prior to final plat approval for the applicable Phase, or portion thereof. The dedications and contributions shall be the responsibility of the relevant Owner or Developer.
- iv. The Owners or Developers shall coordinate with DTPW to establish programs that encourage transit use and service to the Property. The programs shall be consistent with the requirements of the Uniform Transportation Demand Management (TDM) program described in **Exhibit "N"** to this Agreement. Each Owner or Developer shall be responsible for implementing this condition within the relevant Phase, or portion thereof, and for providing an annual report on the

status of these efforts to the County pursuant to Paragraph 31 of this Agreement.

- v. To the extent that it is cost effective, the Owners and Developers shall utilize efficient, low-emission vehicles, with specific consideration of alternative fuel vehicles, for on-site services like parking enforcement maintenance and security services.
 - vi. The Owner or Developers shall designate and conveniently locate any exclusive employee parking spaces for high occupancy vehicles use at appropriate land uses.
 - vii. Time-frames for compliance with subsections 11(p)(iv) to 11(p)(vi) may be extended by the RER Director, following a showing of good faith efforts by the relevant Owner or Developer to satisfy the applicable requirement, or based on a showing that such a delay is otherwise reasonable and appropriate.
- q. ***Water and Sewer.***
- i. Upon the approval of this Agreement, the Property will be added to WASD's utility service area and will be subject to all local, State, and Federal water and sewer regulations, WASD rules and regulations, Implementing Orders, and WASD connection charges, special connection charges, and fees in effect upon execution of a WASD Service Agreement or issuance of verification form or other similar written County approval, as applicable, at the time of development of the Property or portion thereof.
 - ii. The Phase II Developer has submitted to WASD a water and sewer master plan that demonstrates that all of the Phases within the District will served by public water and sewer service. All water and sewer infrastructure within the District shall be installed at no capital cost to the County. Below is a detailed development water and sewer impact table for all of the Phases in the District, with Phase I and Phase III included for illustrative purposes only.

PHASE II 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. 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
Total								97,600

* 50% of Convenience Store is implemented as a fast food restaurant.

**PHASE I AND III DEVELOPMENT PROGRAM PROJECTED AVERAGE DAILY DEMAND
– FOR ILLUSTRATIVE PURPOSES ONLY**

Phase	Land Use	Rate (GPD/SF)	Rate (GPD/Unit)	Rate (GPD/Room)	Building Area (SF)	Total (GPD)
PH. I	Warehouse	0.02	-	-	1,492,670	29,853
PH. I	Gas Station/Convenience Store*	-	450	-	-	450
		0.65	-	-	5,000	1,625
PH. III	Warehouse	0.02	-	-	1,844,535	36,891
Total						68,820

* 50% of Convenience Store is implemented as a fast food restaurant.

- iii. The Owners and Developers hereby acknowledge and agree that any right to connect the Property, or any portion thereof, to the County's sewage system is subject to the terms, covenants, and conditions set forth in court orders, judgments, consent orders, consent decrees and the like entered into between the County and the United States, the State of Florida, and/or any other governmental entity, including but not limited to, the Consent Decree entered on April 9, 2014, in

United States of America, State of Florida and State of Florida Department of Environmental Protection v. Miami-Dade County, Case No. 1:12-cv-24400-FAM (S.D. Fla.) (the "Consent Decree"), as well as all other current, subsequent, or future enforcement and regulatory actions and proceedings.

- iv. The Owners and Developers shall coordinate with WASD and DERM to ensure the provision of water and sewer service to the Property and the relevant Developer or property owner shall enter into a Service Agreement with WASD for Water and Sanitary Sewer Facilities for affected portions of the Property prior to final plat approval for that portion of the Property. Availability of potable water supply capacity shall be determined at the time of such Service Agreement or issuance of a Verification Form or other similar written approval, as applicable, at the time of development of the Property or portion thereof.
- v. The Owners and Developers shall be responsible for obtaining sanitary sewer pump station capacity from the County, pursuant to the Code and consistent with the Consent Decree. This shall be done at the time of obtaining a building permit for the Property or portion thereof, if not earlier. The Owners and Developers acknowledge and agree that the lack of adequate public sanitary sewer pump station capacity may limit the ability of development or facilities within the Property to connect to the public sanitary sewer system, and that nothing in this Agreement vests or shall be interpreted to vest such public sanitary sewer pump station capacity. The relevant Developer or property owner shall be solely responsible for any private on-site sewer pump stations that may be needed for their portion of the Property.
- vi. Potable water treatment plant capacity and sanitary sewer treatment plant capacity are distinct from potable water supply capacity and public sanitary sewer capacity, which are addressed above. Treatment plant capacities will be reserved based on the Initial Development Program Uses in this Agreement. As of the Effective Date, **97,601 gallons per day** of water treatment plant and sanitary sewer treatment plant capacity will be reserved for the Project.

- vii. Wet well rim elevations and all control panels for water and sewer infrastructure will be protected from flooding as described in Paragraph 11(l).
- viii. Sanitary sewer manholes will be protected from flooding as described in Paragraph 11(l).
- ix. The County will not be responsible, financially or otherwise, for constructing any water or sewer infrastructure needed for connection of the Property to the public water or sanitary sewer system. Additionally, the County does not guarantee any date certain by which infrastructure needed for connection of the Property to the public water or sewer system will be available for such connection.
- s. ***Solid Waste Management.*** Developers shall comply with the Code for solid waste disposal, garbage and trash collection services, recycling, waste storage, collection of solid waste, and site circulation considerations.
- t. ***Aviation.*** The Project is located entirely outside of the Airport Land Use Restriction Area of the Homestead Air Reserve Base ("**HARB**"), as defined in Section 33-292(3) of the Code, and, as such, is compatible with operations from HARB.

12. **Public Services and Facilities; Concurrency.**

- a. The entities responsible for providing public services and facilities, as set forth in Section 33G-4 of the Code, have determined that the provision of the following public facilities and services required to service the Project have been satisfied or will be satisfied in accordance with the terms of this Agreement and the schedule for the construction of all required new public facilities set forth in **Exhibit "G"**: flood protection; potable water treatment plant and sanitary sewer treatment plant capacity; fire and emergency management services; police; mass transit; traffic circulation and roadway capacity; and solid waste disposal. For the purposes of concurrency review, it is hereby found that, throughout the Duration of this Agreement, sufficient infrastructure and capacities will be reserved based on the Initial Development Program Uses in this Agreement and remain available to serve this Project, with the exception

of potable water supply and public sanitary sewer capacity as provided in Paragraph 11(q) above.

- b. So long as the Property is developed substantially in compliance with the Project Approvals, all subsequent development orders or permits that conform to this Agreement are hereby found: (i) to meet concurrency standards set forth in the CDMP and Chapter 33G of the Code, as such standards may be amended (concurrency regulations); and (ii) to be consistent with the Approved Zoning Districts, the Project Approvals, the CDMP and the applicable zoning regulations.

13. Roadway Mitigation Proportionate Share Payment and Construction of SW 117 Avenue Bridge.

- a. Miami-Dade County has undertaken review of a detailed planning-level transportation analysis of the impacts of the Project on the surrounding roadway network. In light of this study, additional analyses of the surrounding roadway network (the "Surrounding Roads") will not be required for roadway concurrency purposes.
- b. Based on the results of the planning-level analysis of the Surrounding Roads, the following roadway segments are anticipated to lack capacity by the year 2045: SW 112 Avenue between SW 216 Street and SW 232 Street; and SW 248 Street between SW 127 Ave and US 1 (collectively, the "Roadway Segments").
- c. The Applicants, Owners, and Phase II Developer will make proportionate share payments to improve the Roadway Segments in order to assure that traffic circulation facilities necessary to serve the area are included in the CDMP, and the associated funding is viable as detailed in the "Roadway Segments Improvements" table below, and in accordance with the following:
 - i. The Phase II Developers and Owners shall be jointly and severally responsible for Project's proportionate share costs (the "Project Proportionate Share") of Roadway Segments improvements as set forth in the table below.
 - ii. Each subdivision application within the Property shall demonstrate how the respective owner's proportionate share (the

“Proportionate Share Payment”), to be calculated on a pro rata basis by acreage of the Property, will be paid at the appropriate time.

- iii. The Project Proportionate Share set forth in this Agreement shall be adjusted in accordance with the “Consumer Price Index U.S. City Average” as published by the U.S. Bureau of Labor Statistics (CPI) from the Effective Date to the time of the relevant payment.
- iv. The Project Proportionate Share will be used by the County to fund roadway improvements to mitigate the failing segments listed in the table below. The improvements may include other roadway segments the County determines will mitigate for the anticipated failures of the Roadway Segments listed below.

ROADWAY SEGMENTS IMPROVEMENTS				
Roadway	Existing Capacity	Expanded Capacity	Roadway Widening Cost	Project Proportionate Share
SW 112 Avenue between SW 216 ST & SW 232 ST	4 lanes	6 lanes	\$6,055,200	\$799,554
SW 248 Street between SW 127 Avenue and US 1	2 lanes	4 lanes	\$6,564,846	\$788,371
Total				\$1,587,925

- d. Pursuant to Section 33E-10, County Code, as may be amended, the feepayer of the respective Proportionate Share Payment shall be entitled to a dollar-for-dollar credit against any roadway impact fees that the County assesses in connection with the applicable development. By its execution of this Agreement the County acknowledges and agrees that the County Public Works Director has accepted the feepayers’ offer to provide payment for the Project Proportionate Share as a contribution in-

lieu-of-fee in accordance with Section 33E-10 of the Code. The Developer may allocate such credit to a portion of the Property pursuant to Section 33E-14 of the Code. In no event shall the Developer be entitled to a credit in excess of the Proportionate Share Payment , and if the Proportionate Share Payment exceeds the road impact fees owed, the feepayer shall not be entitled to a refund for any such excess, but will be entitled to credit.

- e. The development of the Special District is also anticipated to generate traffic impacts that may require the improvement to SW 117 Avenue to include a crossing over the SFWMD's C-102 canal. Consistent with applicable provisions of the Coastal Management Element restricting public expenditures on infrastructure, the canal crossing shall be provided as required by County Code Section 28-15 at time of subdivision approval for first subdivision on the Property, subject to approval by the SFWMD. By its execution of this Agreement the County acknowledges and agrees that the County Public Works Director has accepted the Phase II Developer or Owners' offer to provide the 117 Avenue Bridge improvement as a contribution in-lieu-of-fee in accordance with Section 33E-10 of the Code. The Phase II Developer or Owner may allocate such credit to any portion of the Property pursuant to Section 33E-14 of the Code. In no event shall the Developer or Owner be entitled to a credit in excess of the value of the 117 Avenue Bridge improvements, and if the value of the 117 Avenue Bridge improvements exceeds the road impact fees owed, the feepayer shall not be entitled to a refund for any such excess but will be entitled to credit.

14. Impact Fees and Connection Charges.

- a. The impact fee and water and sewer connection charge ordinances, implementing orders, and Code provisions that are in effect as of the Effective Date of this Agreement and that shall apply to the development of the Project (including the ability to conduct an alternative fee computation by independent study) are provided in **Exhibit "I"** attached hereto and made a part hereof.
- b. It is expressly provided, however, that the Project is not vested to any particular rate for water and sewer connection charges or special

connection charges for a Basin that may apply to development of the Project.

- c. The amount of the applicable fees and charges shall be determined at the time of building permit or other development stage as set forth in the applicable ordinance, implementing order, or Code provision.
- d. Certain roadway improvements listed in **Exhibit "G"** may be eligible for credit as contributions-in-lieu of impact fee to the extent permitted by the Code.
- e. Nothing herein shall be construed to prohibit improvements to Public Facilities from being considered for a credit or as a contribution-in-lieu of fee at a later date in accordance with the applicable impact fee regulation in effect at the time of building permit application.
- f. Ordinances or Code provisions that create new impact fees or new connection charges after the Effective Date may be applied to the Project in accordance with Section 163.3233, Florida Statutes. Special water and sewer connection charges for a Basin and the renaming or replacement of an impact fee or connection charge shall not be considered a new impact fee or new connection charge and shall apply to the Project.

15. Reservation of Development Rights.

- a. For the Duration of this Agreement, the County hereby agrees that the Project is deemed to be consistent with the CDMP and with the zoning regulations if developed in accordance with the Approved Zoning Districts, Land Development Regulations, and the CDMP as of the Effective Date, which are or may be applicable to the Property, subject to the conditions of this Agreement.
- b. However, nothing herein shall prohibit an increase in developmental density or intensity within the Project in a manner consistent with the CDMP and Land Development Regulations, or any change requested or initiated by one or more of the Owners or Developers in accordance with applicable provisions of law.
- c. The County may apply subsequently adopted CDMP or zoning regulations to the Property solely pursuant to, and in accordance with,

Section 163.3233, Florida Statutes. It is provided, however, that if state or federal laws apply to the Property or the Project Approvals and preclude compliance with this Agreement, this Agreement may be modified or revoked, as is necessary, to comply with the relevant state or federal laws.

- d. Except where required to comply with federal or state law, the expiration or termination of this Agreement shall not be considered a waiver of, or limitation upon, the rights (including, without limitation, any claims of vested rights or equitable estoppel) obtained or held by the Owners pursuant to the Project Approvals and all prior and subsequent development permits or development orders granted by the County, including, without limitation, those rights granted under the CDMP and Code.

16. **County Application of Agricultural Mitigation Payments.** The County will apply monetary contributions provided under Paragraph 11(k) of this Agreement to the Purchase of Development Rights Program established pursuant to Resolution No. R-1036-07 or other form of preservation of an equivalent value.

17. **Covenant Running with the Land.** The rights conferred and obligations imposed pursuant to this Agreement upon the Applicants, Owners, or Developers or upon the Property shall run with and bind the Property as covenants running with the land, and this Agreement shall be binding upon and enforceable by and against the parties hereto and their successors, grantees, and assigns.

18. **Governing Laws.** This Agreement shall be governed, interpreted, enforced, construed, and applied in accordance with the laws of the State of Florida, without regard to any conflict of laws provisions. The Owners, Developers, and the County agree that Miami-Dade County, Florida, is the appropriate venue in connection with any litigation between the parties with respect to this Agreement.

19. **Entire Agreement.** This Agreement sets forth the entire Agreement and understanding between the parties hereto with respect to the subject matter

contained herein and merges all prior discussions between the Owners, Developers, and the County.

20. **County Inspection.** As further part of this Agreement, 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, zoning, and environmental regulations and the conditions herein agreed to are being complied with.

21. **Modification, Amendment or Release / Cancellation and Enforcement.**

- a. This Agreement may be modified, amended, or released as to the Property, or any portion thereof, by a written instrument executed by the, then-owner(s) (including joinders of all mortgagees, if any) of the portion of the Property as to which the modification, amendment, or release applies, provided that the same is also approved by the Board of County Commissioners of Miami-Dade County, Florida, or by the RER Director as provided by the Code. Modification, amendment, or release by the Board of County Commissioners shall only be approved after public hearing, pursuant to Sections 163.3225, and 163.3229, Florida Statutes, and subject to the procedures set forth in Sections 33-313.1 and 33-314 of the Code, as may be amended from time to time.
- b. Jurisdiction over this Agreement shall remain with Miami-Dade County, regardless of any future annexation into an existing municipality or incorporation into a new municipality. In the event that the Board of County Commissioners amends this provision to transfer jurisdiction to a municipality, the parties acknowledge that modification, amendment, or release of this Agreement would thereafter be subject to the requirements of Sections 20-8.8 or 20-26 of the Code, as applicable, which provide that any modification, amendment, or release of this Agreement shall not become effective until it is first approved by such municipality and is thereafter approved by the Board of County Commissioners, in accordance with applicable procedures.
- c. Statutory Extensions, consistent with and as contemplated in Paragraph 4, above, may be granted administratively, by the County, without the need for a public hearing. Further, the time frames contemplated in this Agreement may be tolled administratively by the County during the

pendency of administrative or judicial proceedings relating to development orders or development permits associated with the Project Approvals. The time frames associated with the Duration of this Agreement or the Project Approvals, for any condition provided herein, may be extended administratively by the County for the length of the pendency of the challenge or a like period of time.

22. Enforcement; Compliance.

- a. The Parties agree that any action to enforce this Agreement shall be brought in state court in Miami-Dade County, Florida.
- b. It is further provided that the County may enforce this Agreement by action against any parties or person(s) violating, or attempting to violate, any provisions of this Agreement, in the same manner as the County may enforce compliance with a provision of the Code or any lawful rule, regulation, or written order promulgated thereunder.
- c. This enforcement provision shall be in addition to any other remedies available to the County at law, in equity, or both.

23. Remedies.

- a. An action for injunctive relief pursuant to Section 163.3243, Florida Statutes, shall be available against Miami-Dade County. Administrative appeals available under the Code and judicial review of quasi-judicial decisions as provided in the Florida Rules of Appellate Procedure shall also be available against Miami-Dade County. These shall be the exclusive remedies available against Miami-Dade County for any potential claims or causes of action which may arise out of this Agreement. The Applicants specifically waive any claims for monetary damages against the County with respect to this Agreement, and Applicants agree and acknowledge that the remedies set forth in this section are the exclusive remedies available against Miami-Dade County. In addition, nothing in this Agreement, express or implied, is intended to be construed as a waiver of sovereign immunity by the County under Section 768.28, Florida Statutes.
- b. An action for injunctive relief, pursuant to Section 163.3243, Florida Statutes, shall be available against the Applicants for any potential claims

or complaints which may arise out of this Agreement. In addition, the County may exercise its enforcement authority, including but not limited to as provided in Paragraphs 21 and 24 of this Agreement, the Code, or County regulations, permits, approvals, or water service agreements, to take action that includes but is not limited to: the withholding of permits and inspections; injunctive relief; fines; monetary penalties; administrative costs; and liens or other penalties. These shall be the exclusive remedies available against the Applicants for any potential claims or complaints which may arise out of this Agreement.

24. **Third Party Beneficiaries.** With the sole exception of actions for injunctive relief brought pursuant to Section 163.3243, Florida Statutes, by an aggrieved or adversely affected person as defined in Section 163.3215, Florida Statutes, nothing in this Agreement, express or implied, is intended to: (a) confer upon any entity or person other than the parties and their heirs, successors, or assigns, any rights or remedies under or by reason of the Agreement as a third party beneficiary or otherwise, except as specifically provided in this Agreement; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.

25. **Authorization for Miami-Dade County to Withhold Permits and Inspections and Stay Effectiveness of this Agreement.**

- a. Notwithstanding anything contained in this Agreement to the contrary:
 - i. Each Owner and Developer shall be solely responsible to meet the conditions and obligations of their respective parcels, including those commitments provided in **Exhibit "G"** and shall not be responsible to comply with the conditions and obligations of any other parcel or subphase, except to the extent such parcels or subphases are dependent on each other for provision of infrastructure or mitigation for impacts of the Project pursuant to this Agreement;
 - ii. In the event the Owner or Developer of a subphase or parcel within a subphase fails to comply with the terms of this Agreement that are applicable to such subphase or parcel (the "Non-Compliant Parcel"), then, in addition to any other remedies available to the County, the County is hereby authorized with respect to the Non-Compliant Parcel to withhold any further

permits, to refuse to make any inspections or grant any approvals, and to stay the effectiveness of this Agreement as to the Non-Compliant Parcel until such time as this Agreement is complied with. This shall be construed to permit the withholding of permits or inspections for portions and subphases of the Property not in violation of this Agreement only to the extent development of the relevant portion is dependent on a Non-Compliant Parcel for the provision of infrastructure or mitigation and the relevant infrastructure or mitigation cannot otherwise be provided by the owner of the relevant portion of the Property.

- b. Before staying the effectiveness of this Agreement as to any relevant portion of the Property, and before withholding permits, inspections, or approvals based on the failure of an Owner or Developer to comply with specific provisions of this Agreement, the County shall send written notice to the non-complying Owner or Developer containing the following information: (a) the nature of the purported violation; and (b) the time within which the violation shall be cured. These requirements for notice and an opportunity to cure shall not apply and shall not be construed to limit: (a) the County's ability to take any action to prevent or ameliorate any immediate danger to the public health, safety, or welfare; or (b) the County's authority and available remedies to enforce violations of the Code or of other applicable regulations.

26. **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.

27. **Acceptance of Agreement; County as Sovereign.** Acceptance of this Agreement does not obligate the County in any manner except as expressly provided herein, nor does it entitle the Owners or Developers 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 to decline to accept any conveyance or dedication. Except for the specific County approvals that are expressly made as part of this Agreement, the County retains all of its sovereign prerogatives and rights and regulatory authority as a county under State and local law, and the County shall not by virtue of this Agreement be obligated to

grant or leave in effect any approvals or applications, including but not limited to, variances, permits, waivers, or any other approvals that may be granted, withheld, or revoked, under present or future applicable laws of whatever nature, in the discretion of the County.

28. **Presumption of Compliance**. Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given by the County, then such construction, inspection, and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with this Agreement.
29. **Severability**. Invalidation of any one of these provisions, 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.
30. **Entire Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
31. **Joint Preparation**. The language agreed to expresses the mutual intent of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties by the other.
32. **Annual Reporting**. As required by Section 33-310.3(C)(12), each Applicant, Owner, and/or Developer shall submit an annual report to RER by January 31 of each year. The annual report shall include the following information: (a) compliance with the terms of this Agreement; (b) identification of any substantial changes warranting an amendment or revocation of this Agreement; (c) identification of any assignments of development rights under this Agreement; (d) identification of any sales of land within the Property; and (e) a list of any special taxing districts, community development districts, and/or property owners associations created to comply with this Agreement.

33. **Notice.** All notices, demands, requests or other communications which may be or are required to be given, served, or sent pursuant to this Agreement shall be in writing and addressed as follows:

If to Bedrock South Dade 112 Avenue, LLC and Bedrock South Dade 268 Street, LLC:

Bedrock South Dade 112 Avenue, LLC and Bedrock South Dade 268 Street, LLC:
2800 Ponce De Leon Blvd.
Suite 1160
Coral Gables, Florida 33134
Attn: Steven Blumenthal

If to D.A.P. Land Holdings, LLC:

D.A.P. Land Holdings, LLC:
9700 NW 17 Street
Miami, FL 33172
Attn: David Perez

If to Buxeda Holdings, LLC:

Buxeda Holdings, LLC
285 NW 119 Court
Miami, FL 33182
Attn: Miguel Buxeda

If to Barry Brant, Trustee:

Barry Brant, Trustee
200 S. Biscayne Blvd., Sixth Floor
Miami, Florida 33131

All Phase II Correspondence, copies to:

Holland and Knight LLP
701 Brickell Avenue, Suite 3300
Miami, Florida 33131
Attn: Juan Mayol, Esq.

COUNTY

If to Miami-Dade County:

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

With copies to:

County Attorney
Miami-Dade County
111 Northwest 1st Street, 28th Floor
Miami, Florida 33128
Attn: Dennis Kerbel, Esq.

34. **Miscellaneous.** This Agreement has been negotiated at arm's length between the parties, each represented by legal counsel of its choice and having an ample opportunity to negotiate the form and substance hereof, and therefore in construing the provisions of this Agreement, the parties will be deemed to have had equal roles in drafting. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which will constitute the same instrument; and delivery of signatures transmitted by facsimile will be sufficient to bind the signing party. This Agreement shall be recorded in the Public Records of the County. Exhibits attached to this Agreement are deemed to be a part of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

COUNTY:

ATTEST:

MIAMI-DADE COUNTY, Florida, a county government duly organized and existing under the laws of the State of Florida

County Clerk

By:

_____ day of _____, 202_

Approved as to form and legality

WITNESSES:

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

Signature

By:_____

Printed Name

Name:_____

Signature

Title:_____

Printed Name

STATE OF)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me by _____, as _____ of **BEDROCK SOUTH DADE 112 AVENUE, LLC** a Florida limited liability company, and for the purposes stated herein on behalf of said limited liability company. He/She is personally known to me or has produced _____ as identification.

Witness my signature and official seal this ____ day of _____, 202_, in the County and State aforesaid.

Notary Signature

Print Name

Commission Number

My Commission Expires:

WITNESSES:

BARRY BRANT, TRUSTEE

Signature

Printed Name

Signature

Printed Name

By:_____

Name:_____

Title:_____

STATE OF)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me by **BARRY BRANT, TRUSTEE** for the purposes stated herein. He is personally known to me or has produced _____ as identification.

Witness my signature and official seal this ____ day of _____, 202_, in the County and State aforesaid.

Notary Signature

Print Name

Commission Number

My Commission Expires:

INDEX OF EXHIBITS

Exhibit

A	Sketch and Legal Description of Property.
B	Sketch and Legal Description of Phase IIA Land.
C	Sketch and Legal Description of Phase IIB Land.
D	Sketch and Legal Description of Phase IIC Land.
E	Sketch and Legal Description of Phase IID Land.
F	Representative External Vehicle Trip Rates and Equivalency Matrix.
G	Public Facility Improvements and Schedule.
H	Development Permits Required for Project.
I	Estimated Impact and Water and Sewer Connection Fees.
J	Prohibited Uses.
K	Phase Map.
L	Urban Design Guidelines.
M	Conceptual Stormwater Plan.
N	Uniform Transportation Demand Management Program Requirements.
O	Overall Conceptual Master Plan of Development.

**EXHIBIT A
PROPERTY**

PHASE IIA

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.

PHASE IIB

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

PHASE IIC

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.

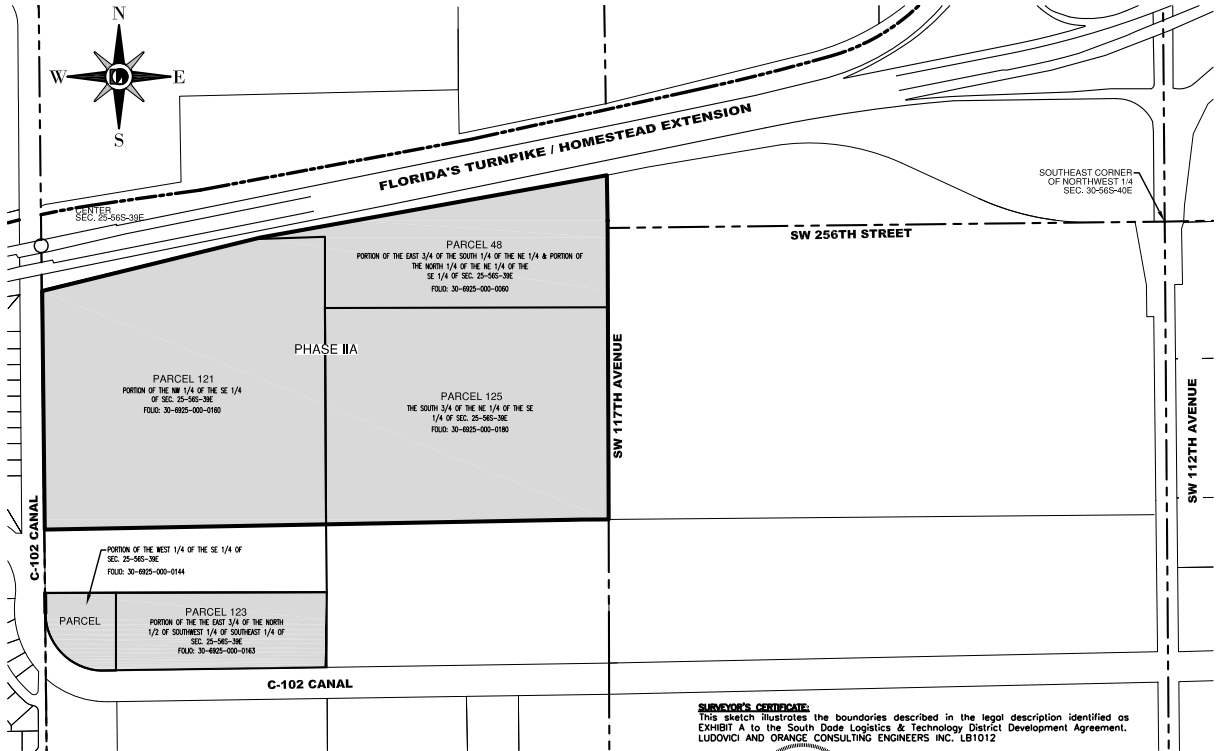
PHASE IID

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.

EXHIBIT "A"



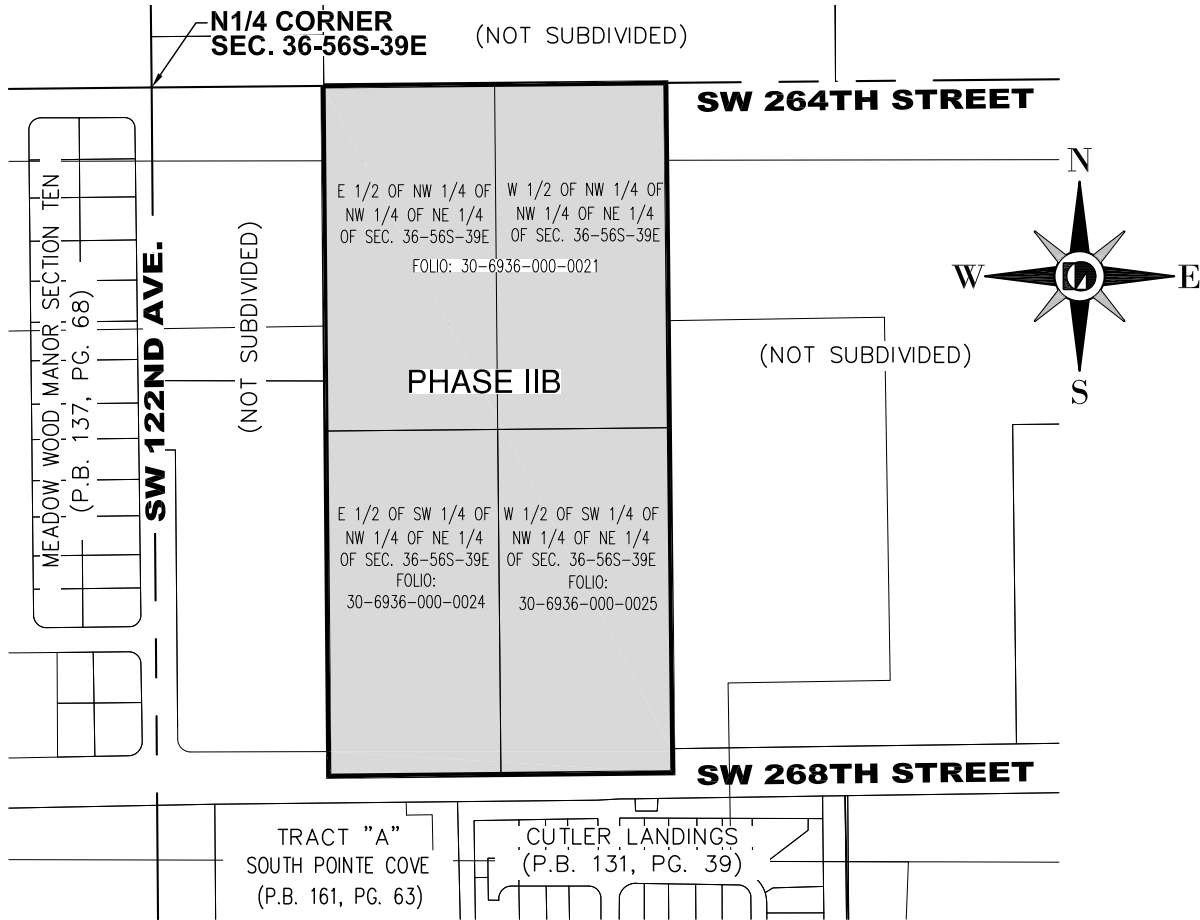
SURVEYOR'S CERTIFICATE
 This sketch illustrates the boundaries described in the legal description identified as EXHIBIT A to the South Dade Logistics & Technology District Development Agreement, LUDOVICI AND ORANGE CONSULTING ENGINEERS INC. LB1012



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

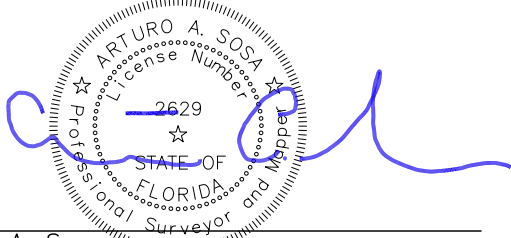
Sheet 2 of 5

EXHIBIT "A"



SURVEYOR'S CERTIFICATE:

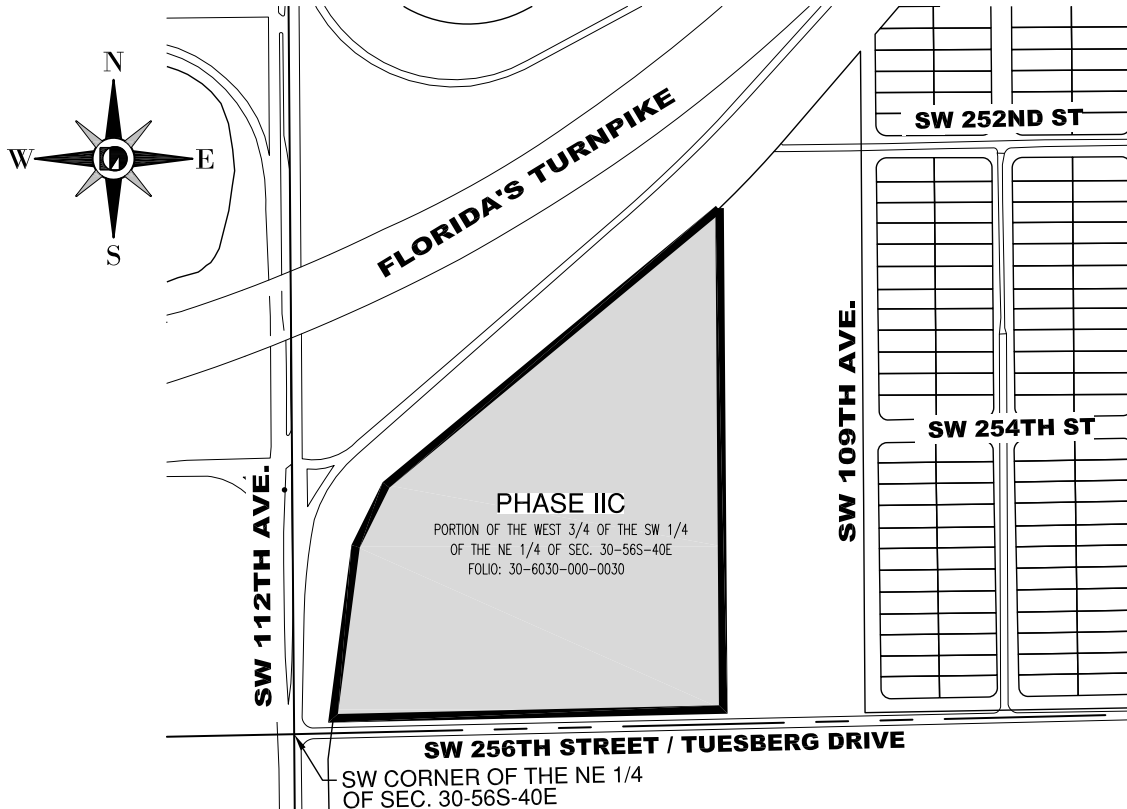
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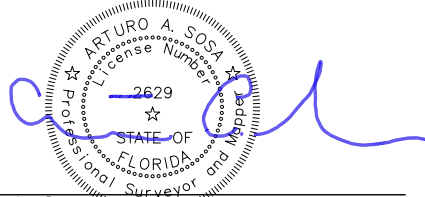
Sheet 3 of 5

EXHIBIT "A"



SURVEYOR'S CERTIFICATE:

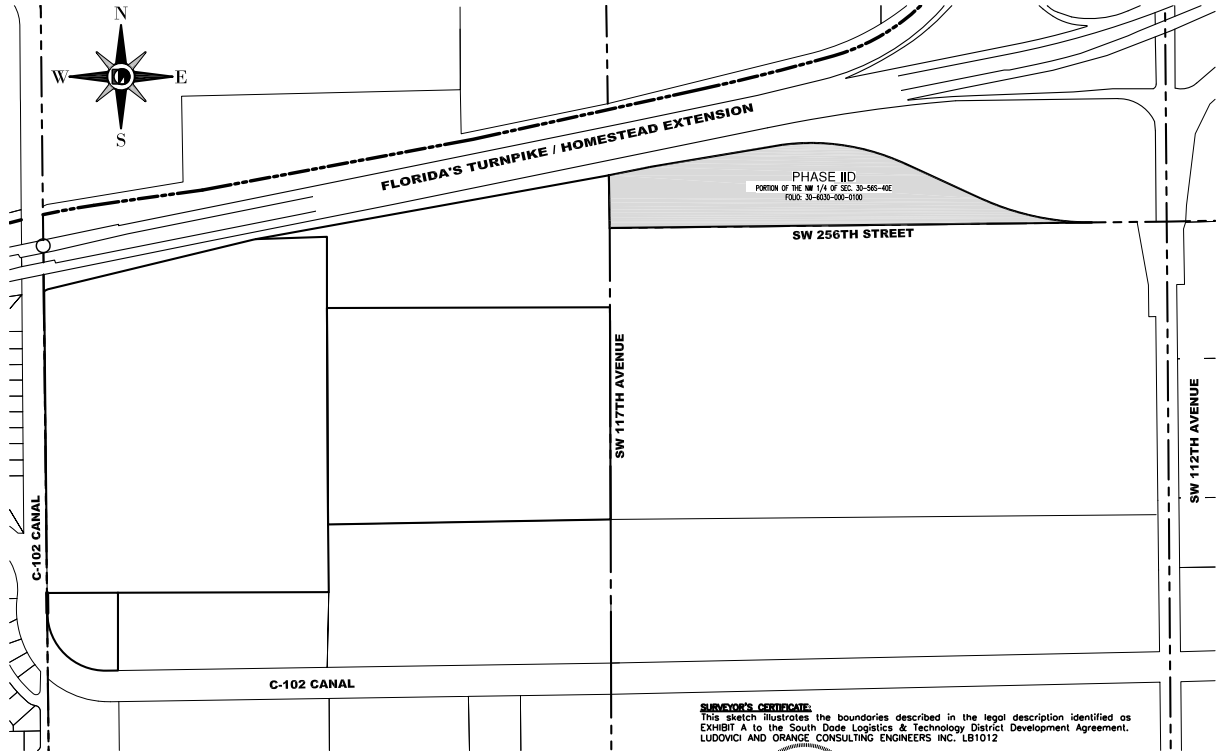
This sketch illustrates the boundaries described in the legal description identified as EXHIBIT A to the South Dade Logistics & Technology District Development Agreement, LUDOVICI AND ORANGE CONSULTING ENGINEERS INC. LB1012



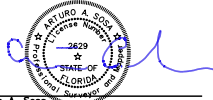
Arturo A. Sosa
Professional Surveyor and Mapper No. 2629
State of Florida
art@ludovici-orange.com

Sheet 4 of 5

EXHIBIT "A"



SURVEYOR'S CERTIFICATE
This sketch illustrates the boundaries described in the legal description identified as EXHIBIT A 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
Sheet 5 of 5

EXHIBIT B
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:

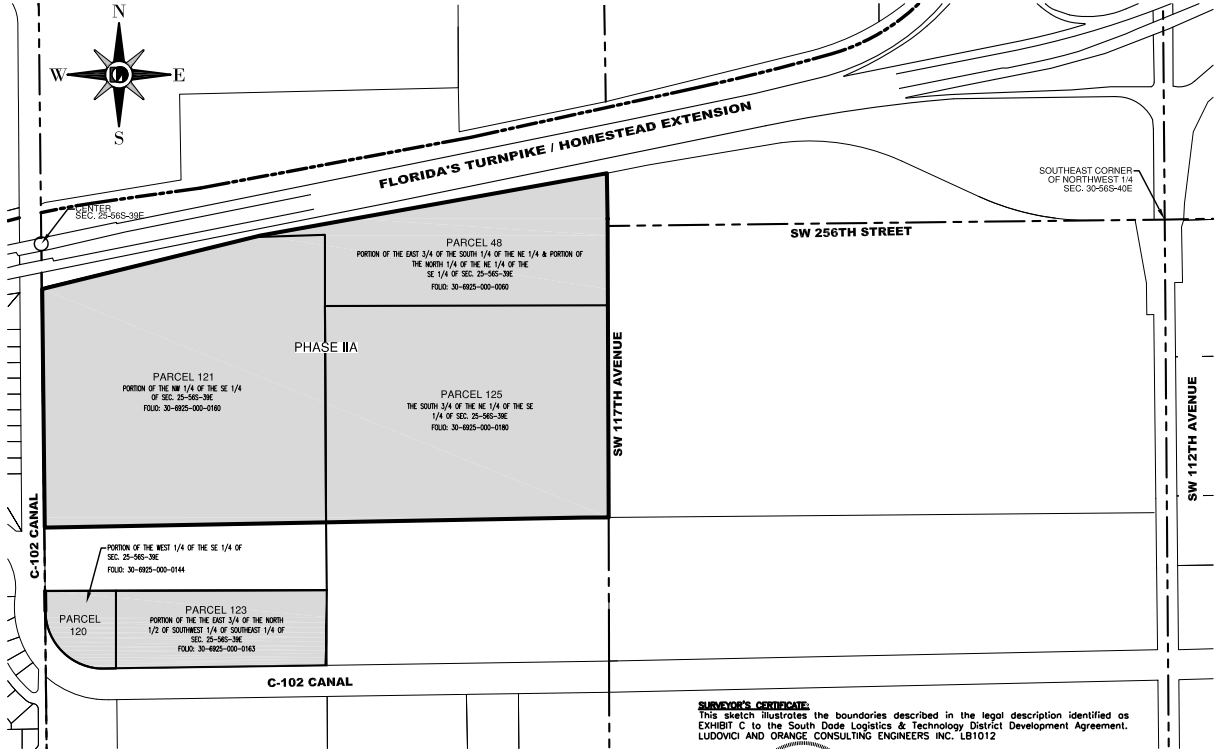
COMMENCE AT THE NORTHWEST CORNER OF THE SE 1/4 OF SECTION 25, TOWNSHIP 56 SOUTH, RANGE 39 EAST, OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN S 00°36'30" EAST FOR A DISTANCE OF 219.53 FEET TO A POINT OF BEGINNING; THENCE CONTINUE S 00°36'30" EAST FOR A DISTANCE OF 1136.21 FEET; THENCE RUN N 88°56'42" FOR 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

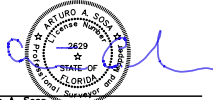
THE SOUTH 3/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 56 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA, ALSO DESCRIBED AS:

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.

Exhibit B



SURVEYOR'S CERTIFICATE
 This sketch illustrates the boundaries described in the legal description identified as EXHIBIT C 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
 ar@ludovici-orange.com

Sheet 1 of 4

EXHIBIT C
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

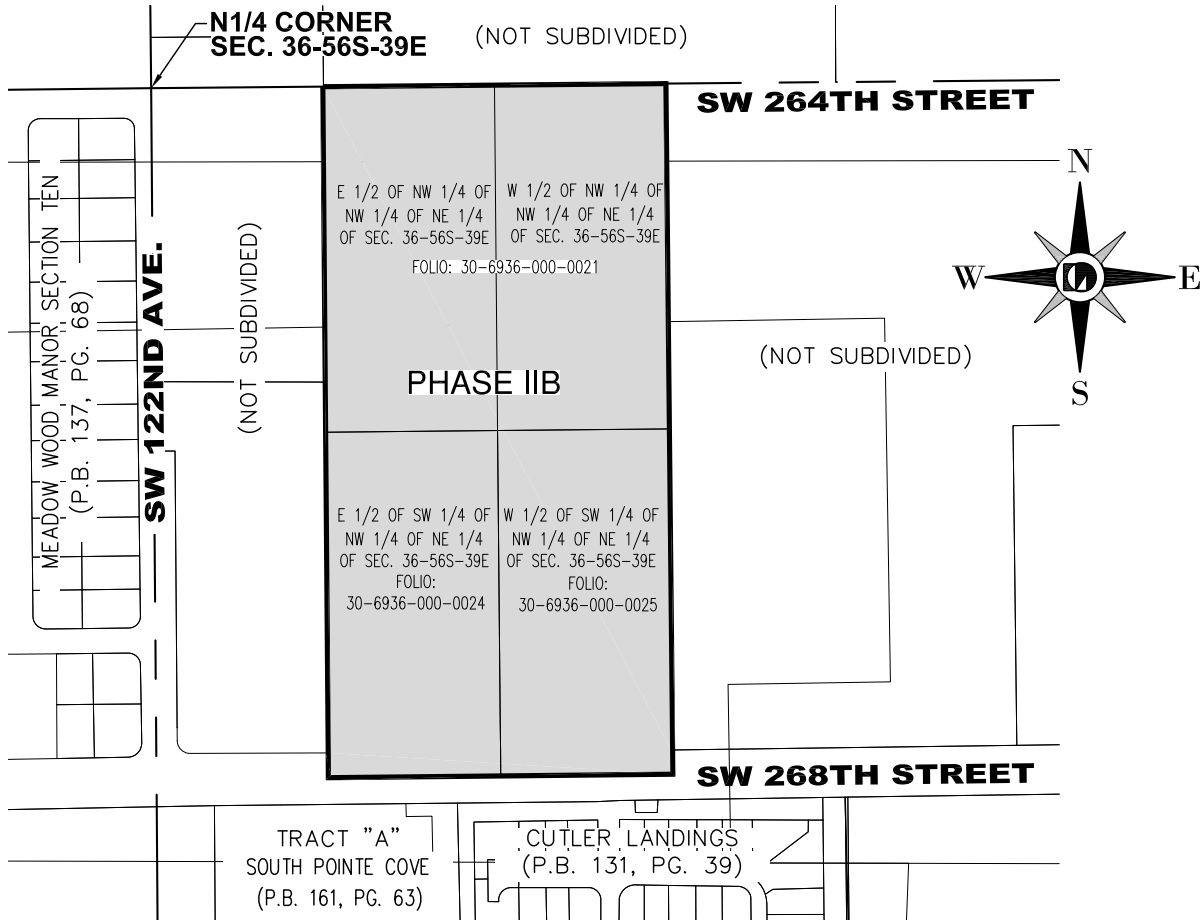
AND

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

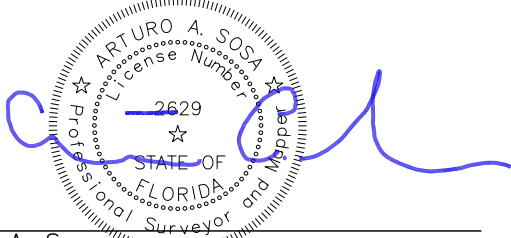
W 1/2 OF NE 1/4 OF NW 1/4 OF NE 1/4 OF SECTION 36, TOWNSHIP 56 SOUTH RANGE
39 EAST, DADE COUNTY, FLORIDA

Exhibit C



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

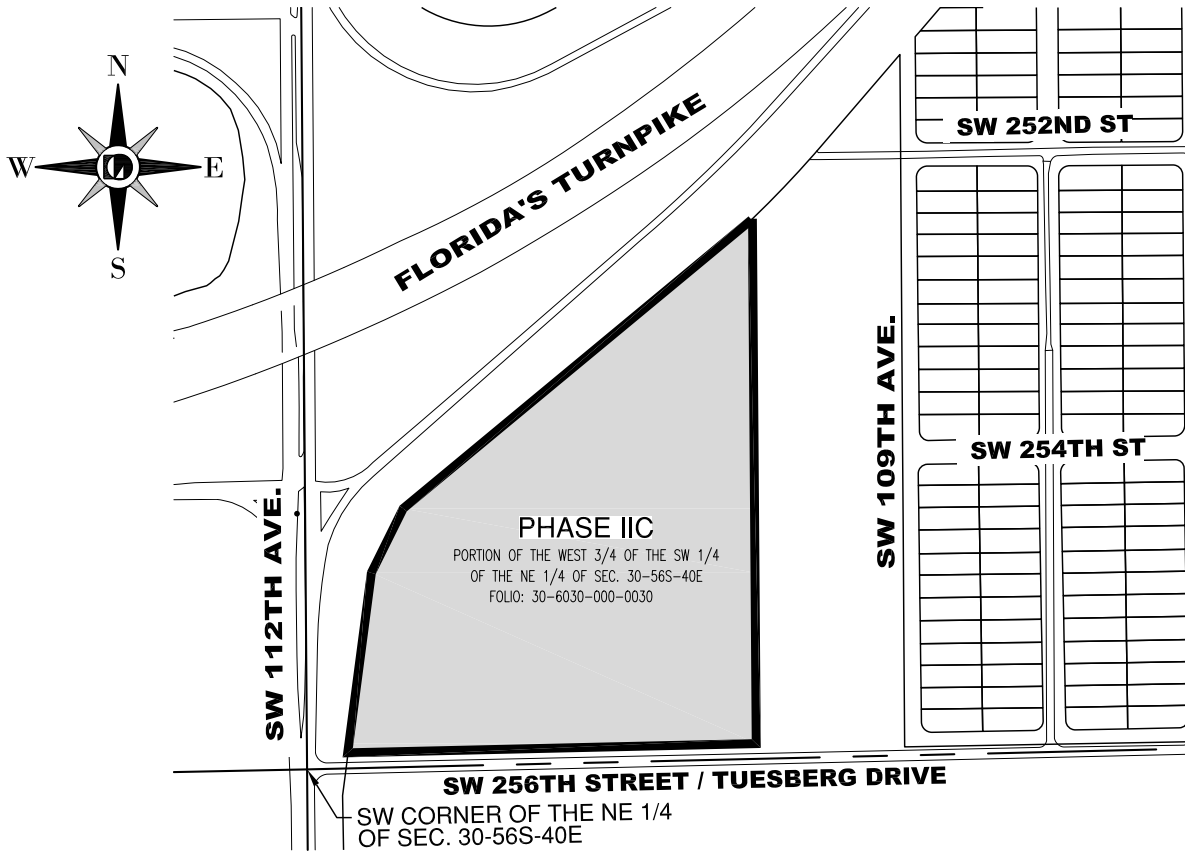


Arturo A. Sosa
 Professional Surveyor and Mapper No. 2629
 State of Florida
 art@ludovici-orange.com

EXHIBIT D
PHASE IIC PROPERTY

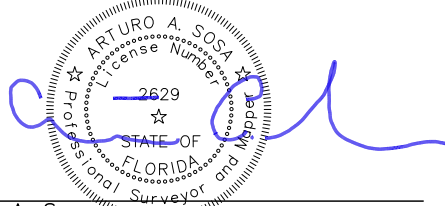
THE WEST 3/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30,
TOWNSHIP 56 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA, LESS THAT
PORTION THEREOF PREVIOUSLY DEDICATED OR TAKEN BY CONDEMNATION
PROCEEDINGS FOR ROAD, HIGHWAY, OR CANAL PURPOSES.

Exhibit D



SURVEYOR'S CERTIFICATE:

This sketch illustrates the boundaries described in the legal description identified as EXHIBIT F 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

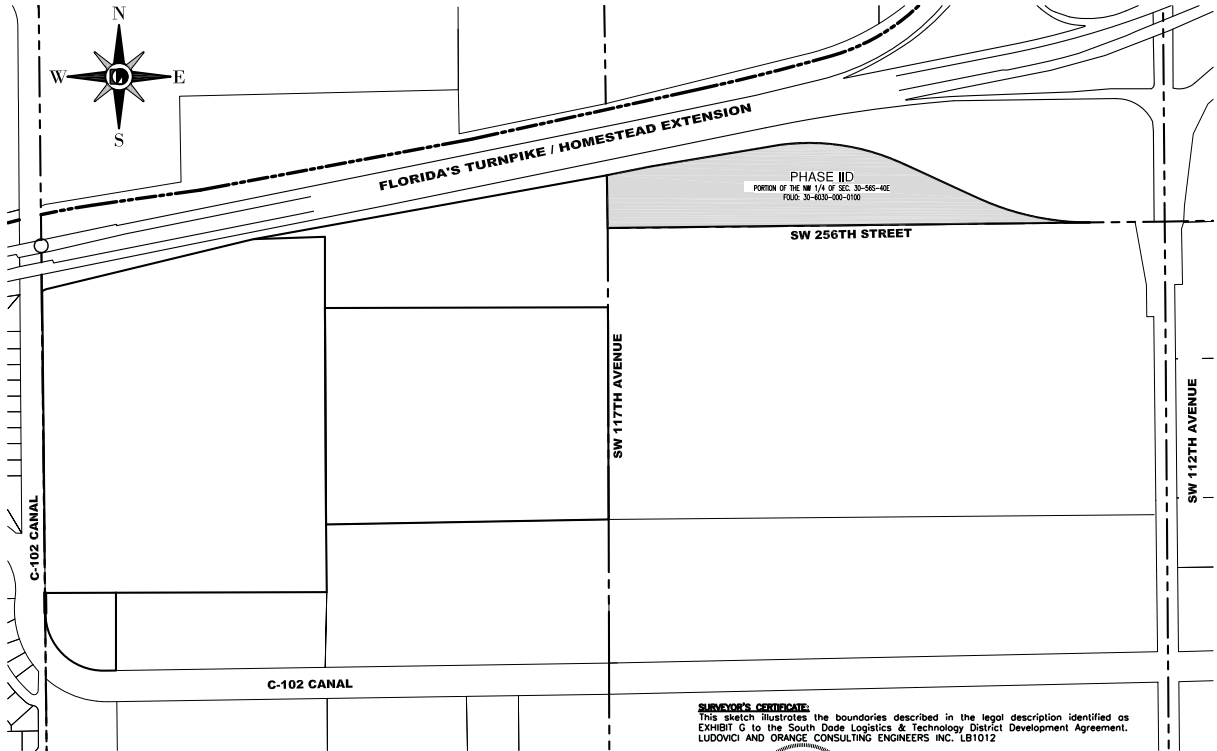
EXHIBIT E
PHASE IID PROPERTY

PARCEL 23

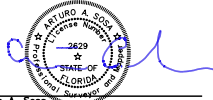
THAT PART OF THE NW 1/4 OF SECTION 30, TOWNSHIP 56 SOUTH, RANGE 40 EAST LYING SOUTHERLY OF STATE ROAD NO. 821, MIAMI-DADE COUNTY, FLORIDA, ALSO DESCRIBED AS:

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.

Exhibit E



SURVEYOR'S CERTIFICATE
 This sketch illustrates the boundaries described in the legal description identified as EXHIBIT G 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
 ar@ludovici-orange.com

EXHIBIT F REPRESENTATIVE EXTERNAL VEHICLE TRIP RATES AND EQUIVALENCY MATRIX

Cumulative Trip Generation Summary for Phase II*

Use	Size	Daily	Weekday Morning Peak Hour			Total	Weekday Afternoon Peak Hour			Total
			In	Out	Total		In	Out	Total	
Warehousing	2,574,756 SF	4,183	283	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	Retail	Hotel
Warehousing	0.1511	KSF	0.1511	6.3000	0.4667
Retail	6.3000	KSF	1.0000	0.0240	0.3237
Hotel	0.4667	Rooms	41.6991	1.0000	13.5000
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.			

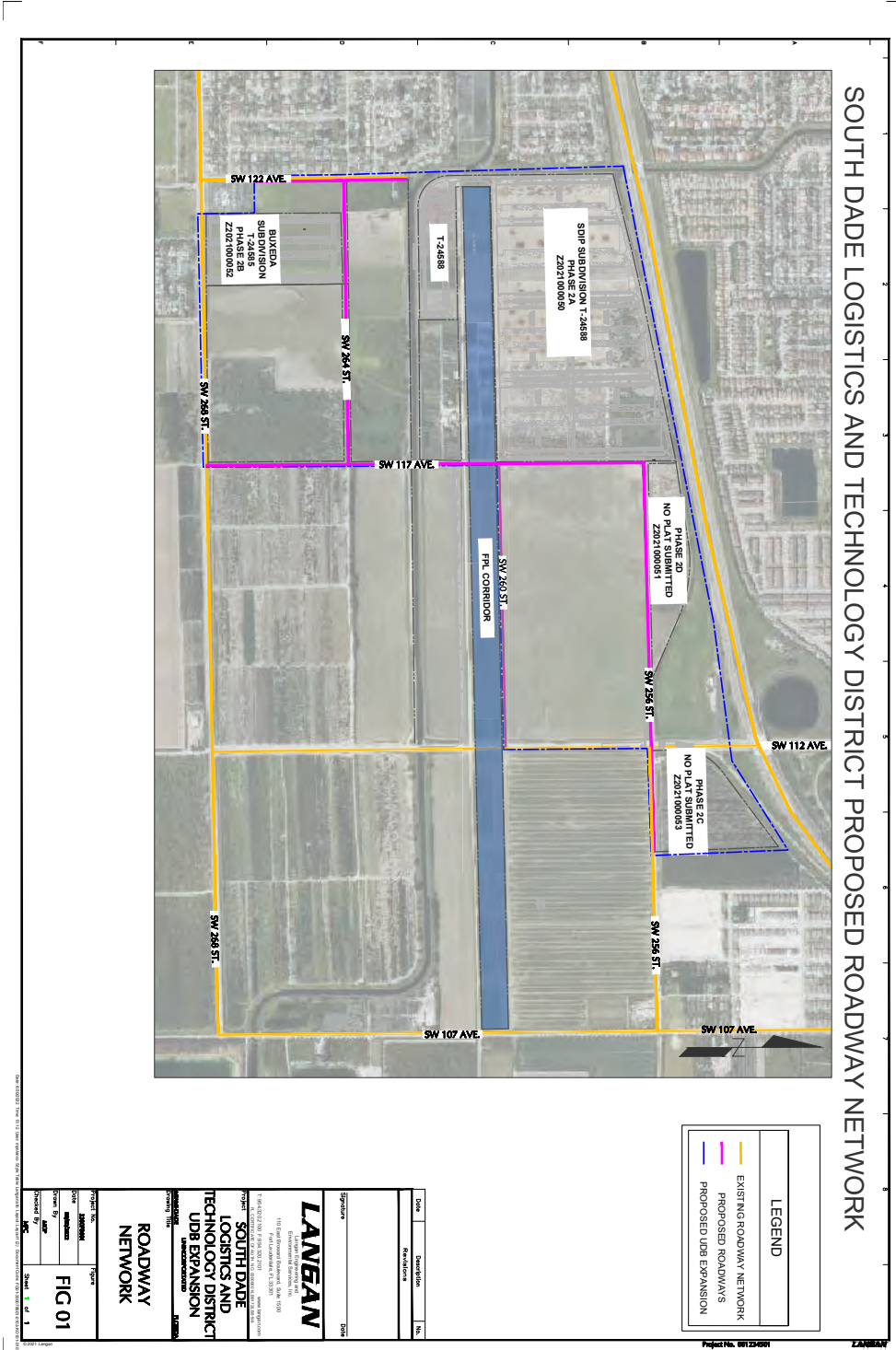
*Pursuant to the CDMP Special District text, transfers of development rights between phases and subphases are permitted provided the total afternoon peak hour trips for Phases II does not exceed 963 pm peak hour external trips.

Prepared: 2022-08-29



**EXHIBIT G
PUBLIC FACILITY IMPROVEMENTS AND SCHEDULE.**

INTERNAL RIGHT OF WAY CONFIGURATION FOR PHASES I, II & III



PHASE II IMPLEMENTATION REQUIREMENTS

Facility	Segment to be Improved by Phase II	District Wide Configuration	Phase II Implementation Requirements
SW 256 Street	SW 112 Avenue to SW 117 Avenue	70', 2-lane roadway with center shared left turn lane Inclusive of 10' Shared Use Pedestrian/Bicycle Paths	Travel lanes and north Shared Use Pedestrian/Bicycle Path to be open to traffic prior to the issuance of the first certificate of occupancy in Phase IIA or IID. It is anticipated that construction of the southern Shared Use Pedestrian/Bicycle Path will be required by County Code Section 28-15 at time of subdivision approval for each adjacent parcel within Phase I.
SW 256 Street	SW 112 Avenue to approx. SW 109 Avenue	The north half of the 70' Zoned right-of-way, 2-lane 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 from SW 109 Avenue to SW 107 Avenue. Inclusive of 10' Shared Use Pedestrian/Bicycle Path	At the time of Site Plan review, the Phase IIC Owner shall commit to widening SW 256 Street from 2 lanes to 4 lanes (plus a left-turn lane), if required. Travel lanes and the north Shared Use Pedestrian/Bicycle Path will be open to traffic prior to the issuance of the first certificate of occupancy in Phase IIC.
SW 256 Street	Traffic Signal and/or Full Median Opening at	Traffic signal and/or median opening as warranted by traffic study.	Turnpike Enterprise signal approval at SW 256 Street must be provided prior to the submittal of the final plat for Phase IIA, IIC or IID; If not approved by Turnpike Enterprise

	Intersection with SW 112 Avenue		prior to final plat submittal, a new traffic study must be submitted for the Traffic Engineering Division ("TED") of the Department of Transportation and Public Works to review the roadway modifications that are needed on the network to comply with operational and safety requirements prior to the final plat submittal.
SW 260/261 Street	SW 112 Avenue to SW 117 Avenue	70', 2-lane roadway with center shared left turn lane Inclusive of 10' Shared Use Pedestrian/Bicycle Paths	Travel lanes and south/north Shared Use Pedestrian/Bicycle Path to be open prior to the issuance of the first certificate of occupancy in Phase IIA. It is anticipated that construction of the north/south Shared Use Pedestrian/Bicycle Path will be required by County Code Section 28-15 at time of subdivision approval for each adjacent parcel within Phase I or Phase III.
SW 261 Street	SW 117 Avenue to SW 122 Avenue	No right-of-way to be dedicated	N/A
SW 264 Street	SW 112 Avenue to SW 117 Avenue	80', 2-lane roadway with center shared left turn lane and 6' landscape strips Inclusive of 10' Shared Use Pedestrian/Bicycle Paths	All necessary improvements in south 1/2 of ROW adjacent to each Phase IIB required by County Code Section 28-15 at time of subdivision approval

SW 268 Street	Approx. SW 119 Avenue to SW 117 Avenue	<p>100', 4-lane roadway with center shared left turn lane</p> <p>Inclusive of a 5' Bicycle Lane with 2' buffer on the north side</p> <p>Inclusive of a 6' Sidewalk on the north side</p>	All necessary improvements in north 1/2 of ROW abutting Phase IIB, required by County Code Section 28-15 at time of subdivision approval and coordinated with County-proposed street improvements.
SW 112 Avenue	Abutting Phase IIC	<p>100', 4-lane roadway with center shared left turn lane</p> <p>Inclusive of 10' Shared Use Pedestrian/Bicycle Paths and 6' landscape strips, if required.</p>	All necessary improvements in relevant 1/2 of ROW required by County Code Section 28-15 at time of subdivision approval for each adjacent parcel
SW 117 Avenue	SW 256 Street to SW 260/261 Street	<p>80', 2-lane roadway with center shared left turn lane and 6' landscape strips</p> <p>10' Shared Use Pedestrian/Bicycle Paths</p>	<p>Travel lanes and west Shared Use Pedestrian/Bicycle Path to be open to traffic prior to the issuance of the first certificate of occupancy in Phase IIA.</p> <p>It is anticipated that construction of the east Shared Use Pedestrian/Bicycle Path shall be required by County Code Section 28-15 at time of subdivision approval for each adjacent parcel within Phase I.</p> <p>Construction of the bridge crossing of the SFWMD's C-102 canal required by County Code Section 28-15 at time of subdivision approval for first subdivision in</p>

			Phase II, subject to SFWMD approval.
SW 122 Avenue	North of C-102 Canal	<p>Proposed to be waived in its entirety</p> <p>If not waived: 70', 2-lane roadway with center shared left turn lane</p> <p>Inclusive of a 10' Shared Use Pedestrian/Bicycle Path on east side</p> <p>Inclusive of a 6' Sidewalk on the west side</p>	If not waived, all necessary improvements required by County Code Section 28-15 at time of subdivision approval for each adjacent parcel.

PHASE II IMPROVEMENTS

Except for the improvement of SW 256 Street (west of SW 112 Avenue), SW 260/261 Street (west of SW 112 Avenue), and SW 117 Avenue (north of the C-102 canal) and an easement crossing through Folio 30-6925-000-0181, including the installation of utility lines, portions of which are located in Phase III and are required to serve Phase IIA, no infrastructure serving Phase II is currently proposed or anticipated to require a connection across Phase I or Phase III lands or the participation of any owner in Phase I or Phase III. The Phase II Developers have entered into contracts to acquire the necessary easements and/or rights-of-way from the owners of the affected Phase I or III parcels. No additional future connections will be permitted without the approval of the relevant landowners and the County.

Transit Improvements.

Metrobus stops with full shelters will be provided in both directions along SW 112 Avenue just north of SW 256 Street and a bus stop with full shelter will be provided on SW 268 Street, west of SW 119 Avenue. The shelters will be dedicated and funded as subdivision improvements for Phase IIB, Phase IIC and Phase IID, unless previously installed as a subdivision improvement for the relevant portions of Phases I or III. All public rights of way will include corresponding sidewalks to improve public access to new and existing bus stops. As noted in the table above, the portions of SW 112 Avenue, SW 117 Avenue, SW 256 Street, SW 260/261 Street, SW 264 Street, and SW 268 Street abutting Phase II

will include dedicated bike lanes or a shared use pedestrian/bicycle path to facilitate transit usage.

Dedications for Public Stormwater Conveyance.

If necessary, any public stormwater conveyance dedications for ditches and canals must be included in the tentative plat for the relevant parcel prior to its approval.

EXHIBIT H
POTENTIAL DEVELOPMENT PERMITS REQUIRED FOR PROJECT

PHASE	EXPECTED DEVELOPMENT PERMITS FOLLOWING EFFECTIVE DATE
Phase IIA	Soil Improvement Permit Subdivision Plat Water, Sewer, Paving, and Drainage Permits/Plan Approvals Acceptance, Enforcement, or Release of Covenants, Declarations of Restrictions, or Unities of Title Building and Related Permits Certificates of Occupancy, Completion, or Use Stormwater Management and Drainage Permits Environmental Permits
Phase IIB	Site Plan Approval Operational Traffic Analysis Approval Soil Improvement Permit Subdivision Plat Water, Sewer, Paving, and Drainage Permits/Plan Approvals Acceptance, Enforcement, or Release of Covenants, Declarations of Restrictions, or Unities of Title Building and Related Permits Certificates of Occupancy, Completion, or Use Stormwater Management and Drainage Permits Environmental Permits
Phase IIC	Site Plan Approval Operational Traffic Analysis Approval Soil Improvement Permit Subdivision Plat Water, Sewer, Paving, and Drainage Permits/Plan Approvals Acceptance, Enforcement, or Release of Covenants, Declarations of Restrictions, or Unities of Title Building and Related Permits Certificates of Occupancy, Completion, or Use Stormwater Management and Drainage Permits Environmental Permits
Phase IID	Site Plan Approval Operational Traffic Analysis Approval

	<p>Soil Improvement Permit Subdivision Plat Water, Sewer, Paving, and Drainage Permits/Plan Approvals Acceptance, Enforcement, or Release of Covenants, Declarations of Restrictions, or Unities of Title Building and Related Permits Certificates of Occupancy, Completion, or Use Stormwater Management and Drainage Permits Environmental Permits</p>
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EXHIBIT I
ESTIMATED IMPACT AND WATER AND SEWER CONNECTION FEES

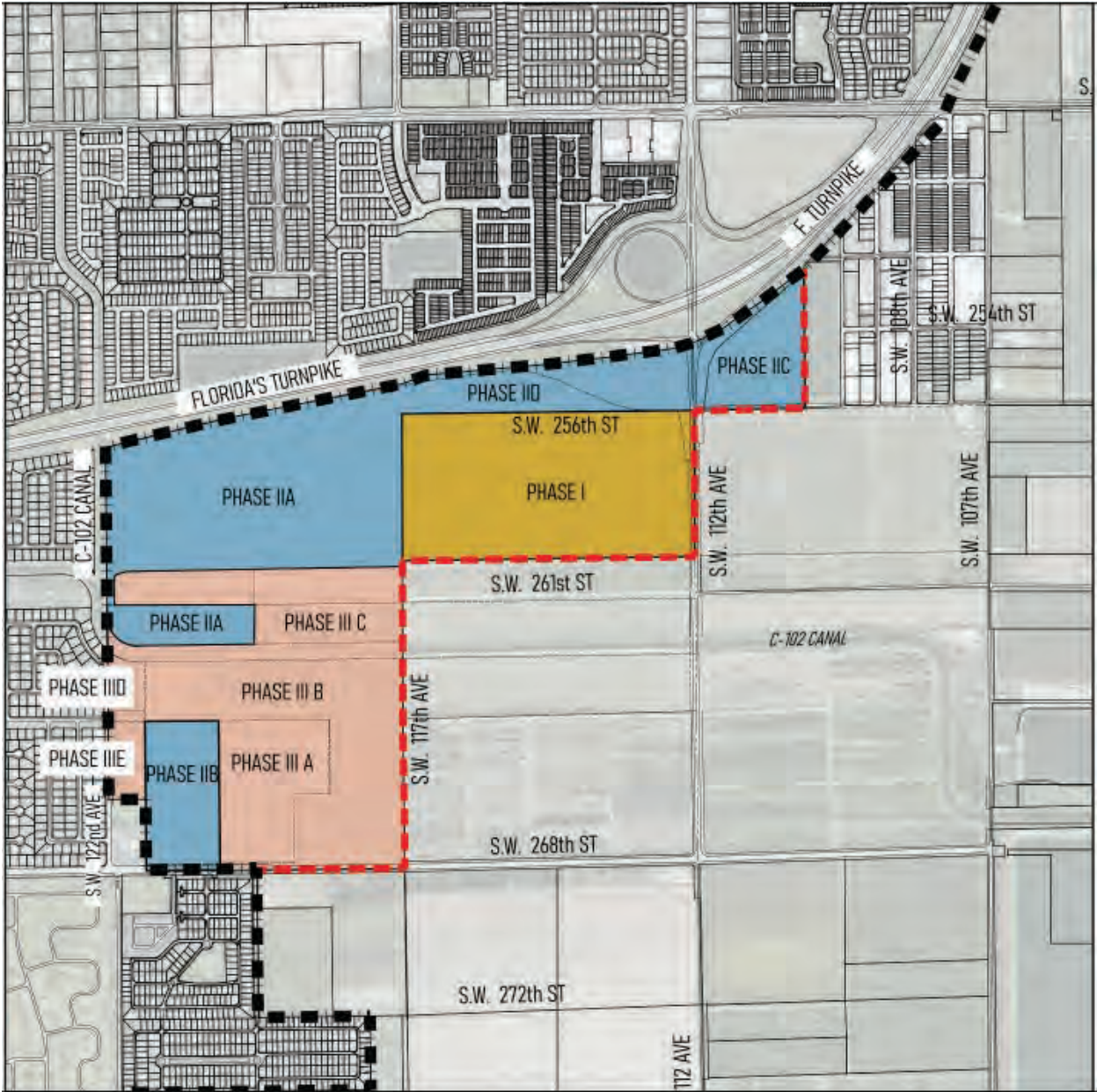
PHASE	EXPECTED IMPACT FEES (2021 RATES)	EXPECTED WATER AND SEWER CONNECTION CHARGES (2021 RATES AND SUBJECT TO DEVELOPMENT EQUIVALENCY)
Phase IIA	\$13,890,331	\$271,814
Phase IIB	\$2,755,472	\$53,921
Phase IIC	\$5,211,656	\$315,284
Phase IID	\$1,956,168	\$257,866

EXHIBIT J
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 K
PHASE MAP**



Phase I and III Land Included for Illustrative Purposes.

EXHIBIT L
Urban Design Guidelines (CDMP Policy LU-8H(h))

1. The proposed buildings shall be designed using compatible and complementary architectural styles and design.
2. Design features should be included at appropriate locations at the top of the first floor of retail buildings in order to maintain architectural and design continuity.
3. Landscaping in parking areas must include a variety of plant materials at varying heights at time of planting.
4. To encourage aesthetic compatibility, each parcel's sign program must utilize consistent sign criteria and standards.
5. Large expanses of opaque or blank building walls should be minimized or mitigated by landscaping.
6. Uniform street furniture and lighting standards should be provided within each parcel.
7. Pedestrian crosswalks must be clearly delineated and shall be designed with consideration of the special needs of the disabled.
8. Along arterial roadways, pedestrian circulation should be accommodated by sheltering sidewalks from passing traffic by providing landscaping and trees at street edge, subject to approval by DTPW. In commercial areas, pedestrian access should be facilitated by providing awnings, overhangs or porticos for protection from the sun and weather.

EXHIBIT M
Conceptual Stormwater Plan

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

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 397 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:

LANGAN

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 Phase 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 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 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

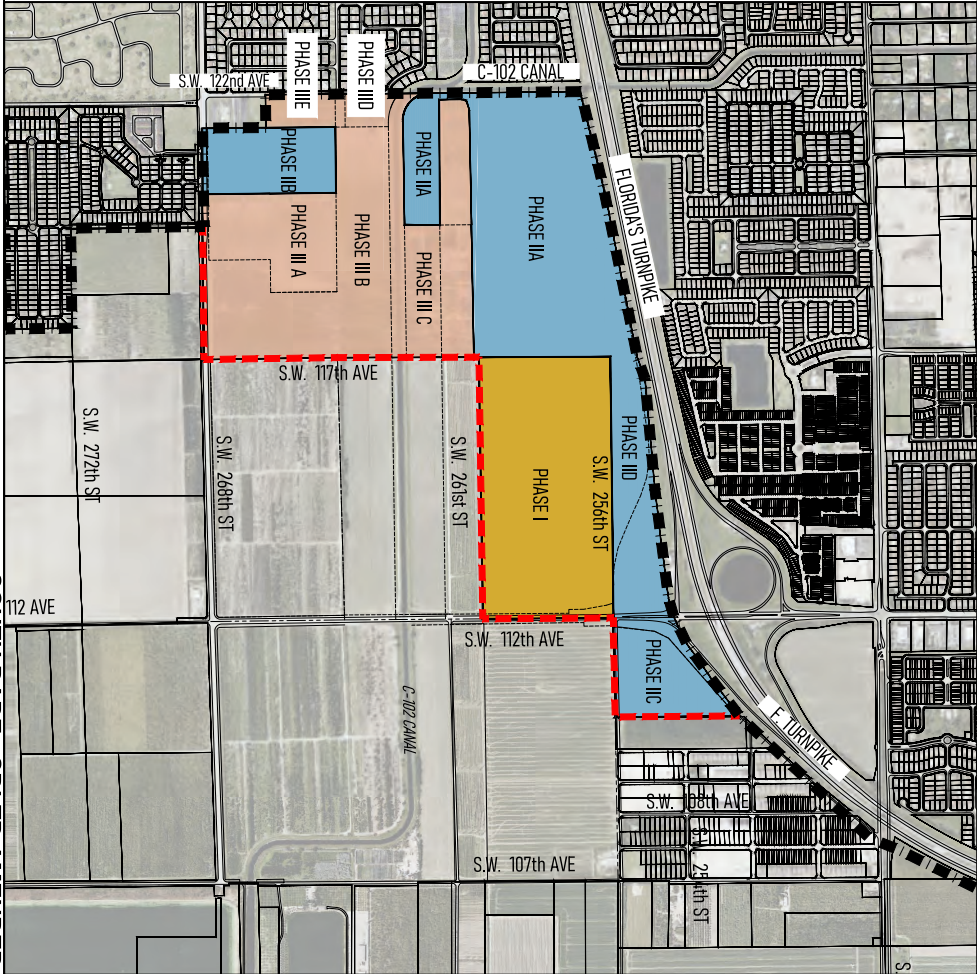
cc: Jose Hevia, John Hall, Ed Swakon, Jeff Bercow

FL Certificate of Authorization No. B601

\\langan.com\data\FTL\data\330078601\Project_Data\Discipline\Site_Civil\Reports\Conceptual_Overall_SWM_Master_Plan\Narrative_Report\2022-08-29_Conceptual_SWM_Master_Plan_Reduced_Scope.docx

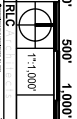
LANGAN

Appendix A
Development Phasing Plan


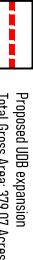





SOUTH DADE - SD LTD AMENDED APPLICATION AREA, MIAMI, FL

ALIGNED REAL ESTATE HOLDINGS

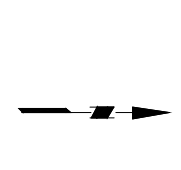


LEGEND

-  Urban Development Boundary 2020
-  Proposed IUB expansion
Total Gross Area, 379,07 Acres
-  DENOTES PHASE I
-  DENOTES PHASE II
-  DENOTES PHASE III

Note: Phases are designated in order to distinguish parcel ownerships and application status. They are not intended to identify a development sequence.

Appendix B
Existing Conveyance Systems



--- EXISTING DITCH
--- SITE BOUNDARY

Date	Description	No.
	Revisions	

LANGAN

LANGAN ENGINEERING & ARCHITECTURE, INC.
 115 East Broadway Street, Suite 1000
 Fort Lauderdale, FL 33301
 Phone: 754.323.2100 Fax: 754.323.2101
 www.langan.com

ALIGNED - SOUTH DADE PROPERTY

EXISTING CONVEYANCE SYSTEM

Project No. _____
 Date: 2/28/2018
 Drawn By: _____
 Checked By: _____
FIG-01

Project No. 330076601

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.

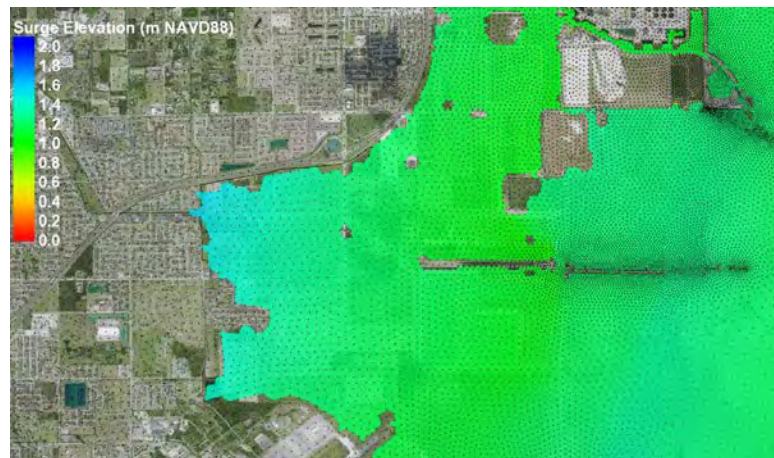


Figure 1 FEMA Flood Inundation for Storm #33



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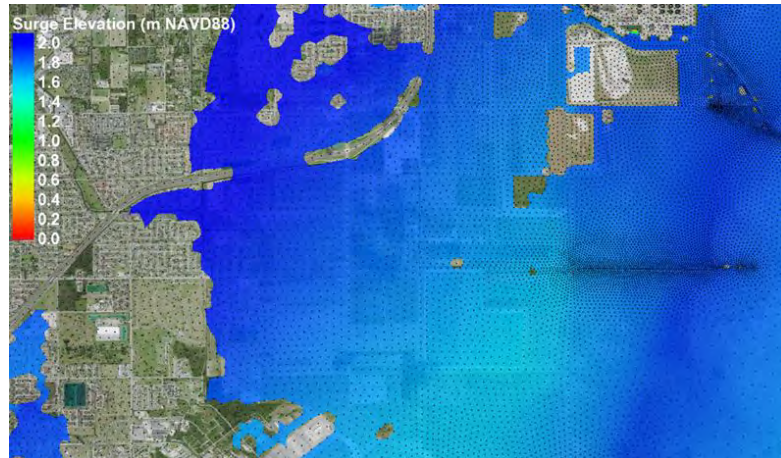


Figure 2 FEMA Flood Inundation for storm #234

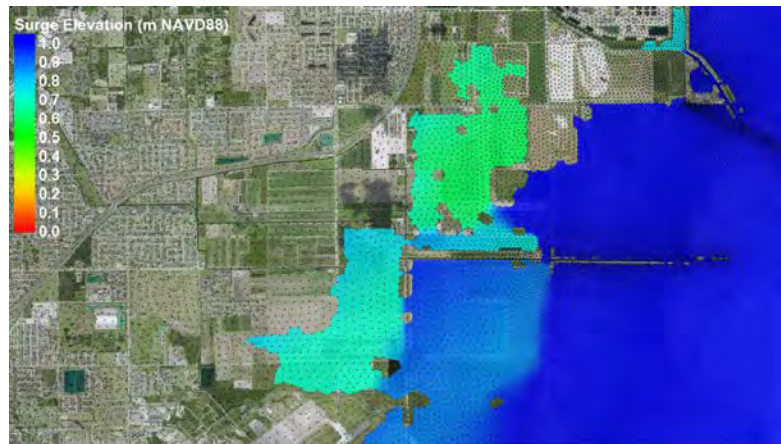


Figure 3 FEMA Flood Inundation for Storm #248



Mr. Hevia
Aligned Real Estate Holdings, LLC
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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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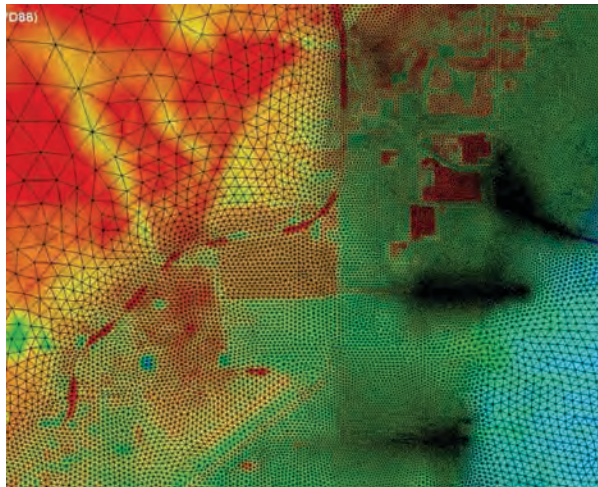


Figure 5 Grid Resolution in area of Proposed Site

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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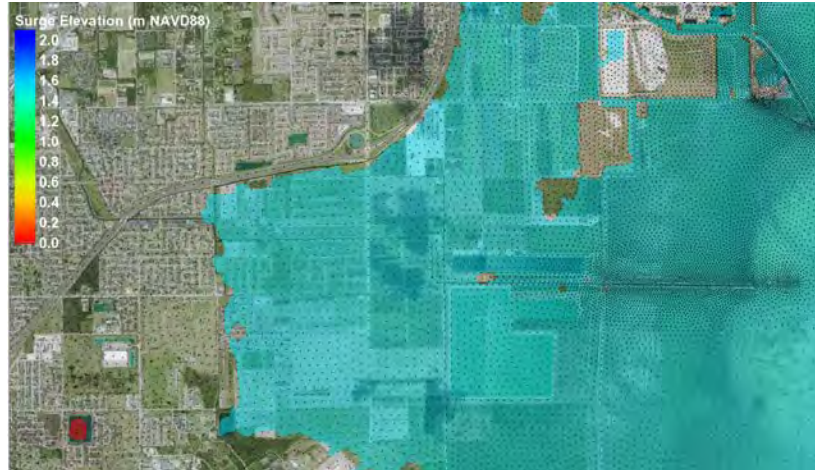


Figure 6 Reduced Inundation Results for Storm #33

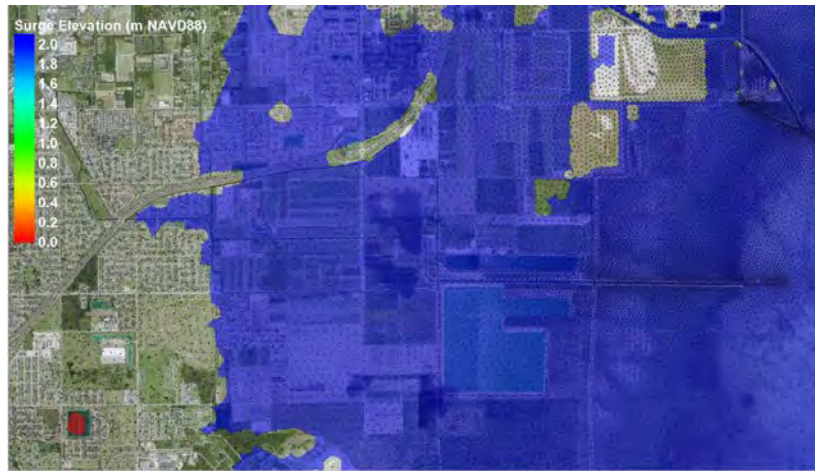


Figure 7 Reduced Inundation Results for Storm #238



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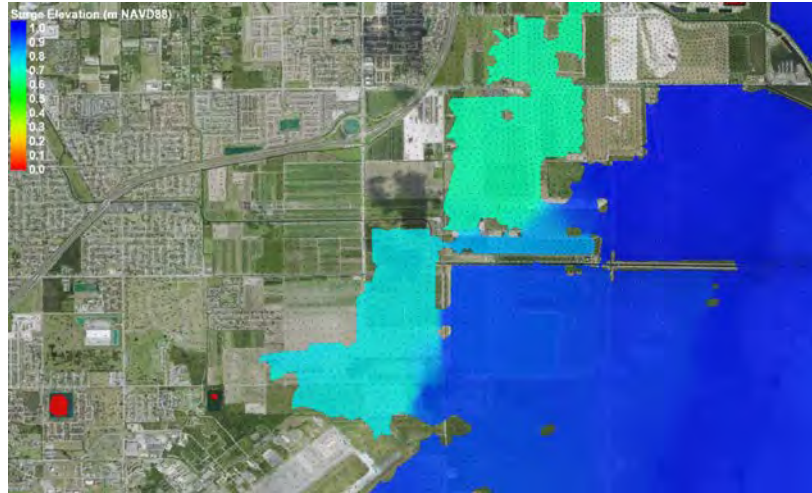


Figure 8 Reduced Inundation Results for Storm #243



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Aligned Real Estate Holdings, LLC
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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.

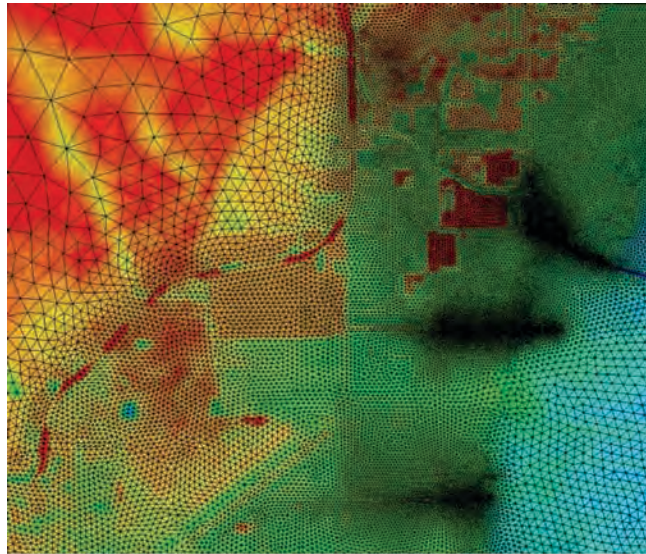


Figure 9 ADCIRC Mesh with Regraded Elevation in the Proposed Site and Two Adjacent Parcels



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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

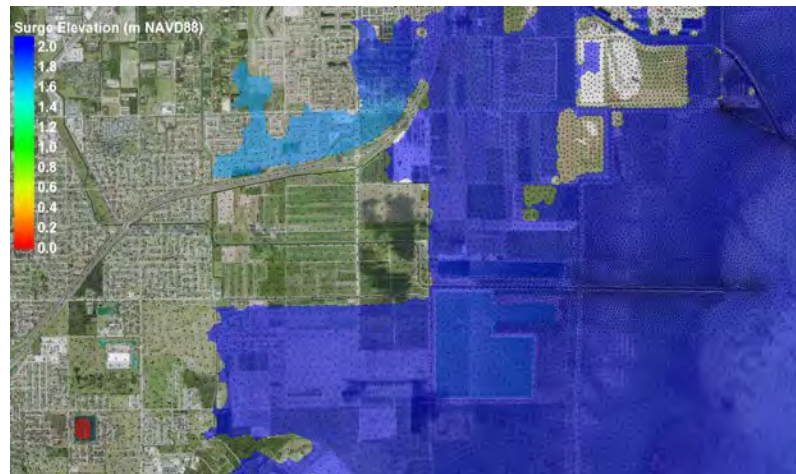


Figure 11 Flood Inundation with Regrading of Proposed Site for Storm #234

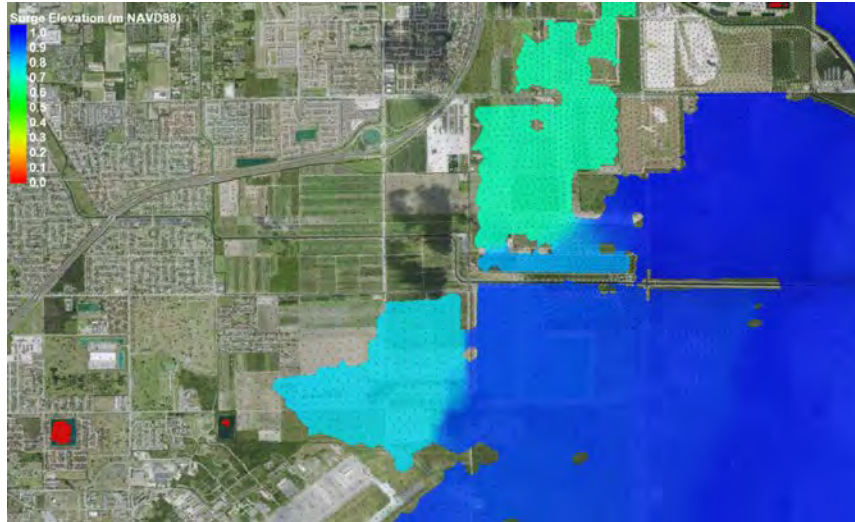


Figure 12 Flood Inundation with Regrading of Proposed Site for Storm #248

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.

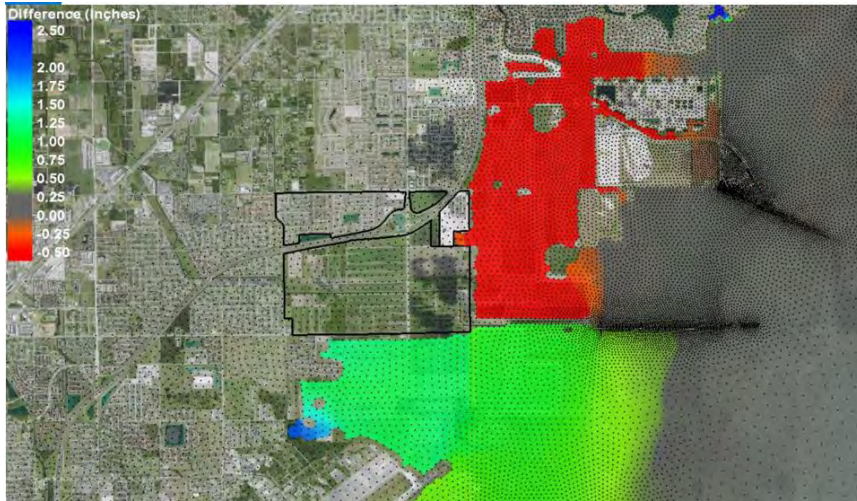


Figure 13 Differences in Surge Elevations for with and without project for Storm #33 (positive number is an increase in elevation due to project)

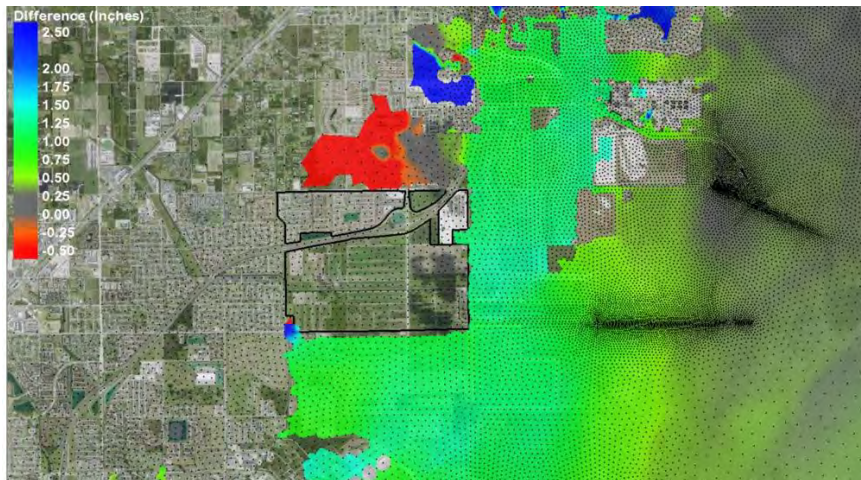


Figure 14 Differences in Surge Elevations for with and without project for Storm #234 (positive number is an increase in elevation due to project)



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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.

EXHIBIT N

Uniform Transportation Demand Management Program Requirements.

Transportation Demand Management (TDM) is a series of community-based initiatives designed to encourage people to use sustainable modes of transportation more often in order to achieve maximum benefit from a wide use of sustainable transportation modes and access routes. This TDM plan establishes a set of strategies to help address growing transportation-related challenges and meet the diverse mobility demands of the SDLTD.

ON-SITE TDM COORDINATOR

Within each Phase, or portion thereof, an individual will be designated to assume an ongoing role and responsibility as TDM coordinator. This ongoing role and responsibility will be focused on developing TDM programs and ensuring their sustainability.

TDM STRATEGIES

The SDLTD is a mixed-use development with approximately 6 million square feet of warehouse uses with supportive commercial development that will generate an estimate of 18,253 daily trips. To ensure balance of the project transportation modal share, TDM strategies will be implemented. These strategies are focused on identifying alternatives to single occupant vehicle use during commuting hours. SDLTD will work to create TDM strategies to maximize the use of the different modes of transportation available in the area, including regular employee outreach to provide multiple commute options and establish preferences to target TDM efforts.

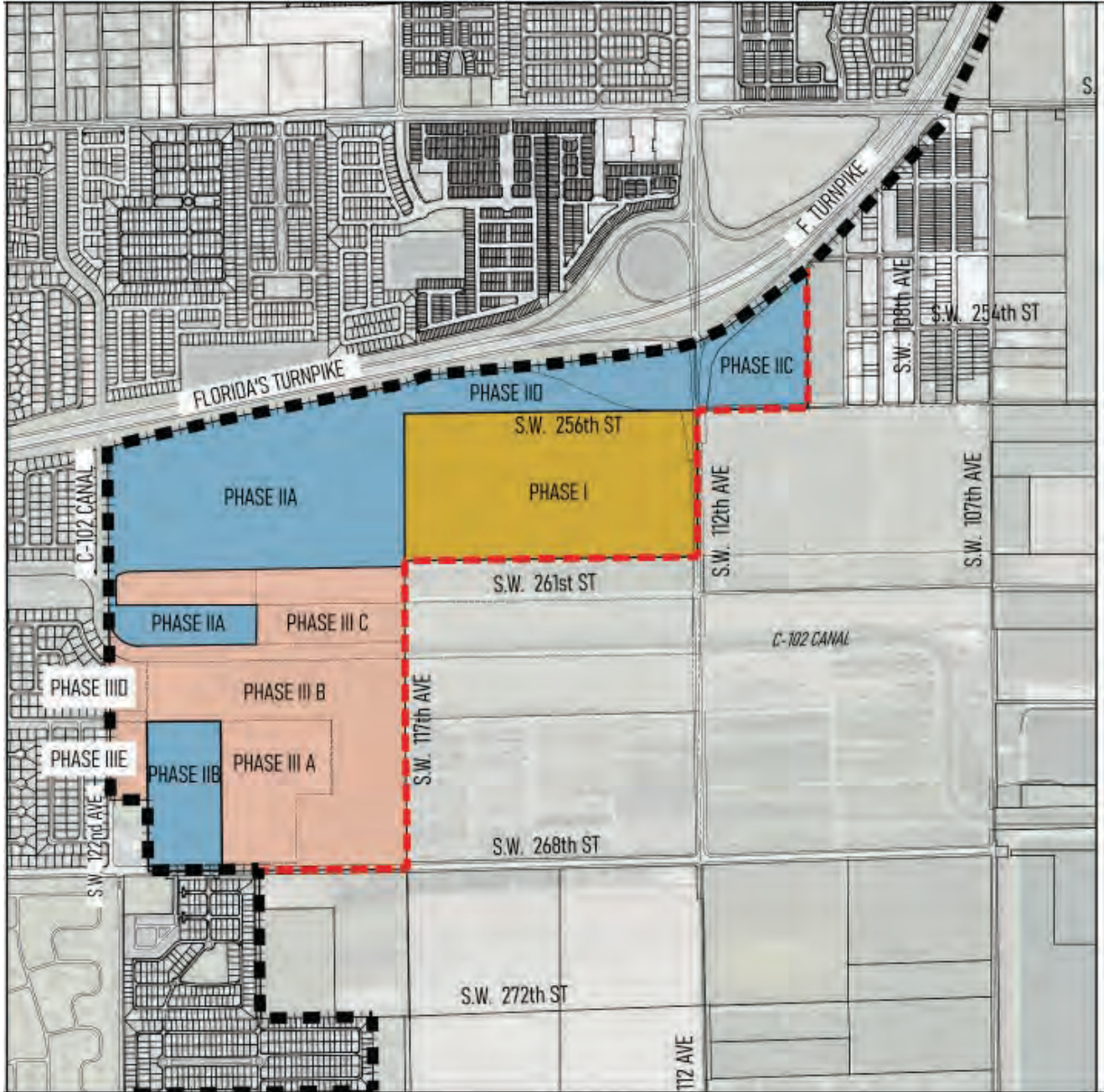
Proposed TDM Strategies

Action	Details
Employee Survey	Survey employees to determine current commute characteristics, establish preferences, and target TDM efforts.
Employee Outreach	Provide employees with information regarding multimodal commute options.
Carpool Support	Provide initial coordination and support in setting up carpool parking spaces for employees.
Bicycle Facilities	SDLTD will provide bike lanes along the major roadways (SW 112 th Avenue & SW 268 th Street) and a shared-use path along the internal roadways (SW 117 th Avenue and SW 256 th and SW 264 th streets) providing connectivity with the existing facilities. On-site bike racks will be available for employees who ride their bikes to work.

Travel Mapping	Transit route maps and schedules will be made available on site to employees.
Flexible Schedule	Tenants will be encouraged to offer flexible and compressed work schedules to the extent possible.
Public Transit Improvements	SDLTD has committed to the construction/installation of bus stops along the major roadways (SW 112 th Avenue & SW 268 th Street).
Access Management	Encourage the use of all driveways to help mitigate the traffic impacts to adjacent roadways. Implementation of routing for heavy vehicles and limit the driveways to separate passenger vehicles to heavy vehicles.
Special Routes	Identify special routes and detours for Emergencies or Special Events. This TDM strategy centers on modifications to driver patterns during special events or emergencies.

EXHIBIT O

Overall Conceptual Master Plan of Development.



Miami Economic Associates, Inc.

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

6861 S.W. 89th Terrace Miami, Florida 33156
Tel: (305) 669-0229 Fax: (866) 496-6107 Email: meaink@bellsouth.net

MDC144

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.

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

Miami Economic Associates, Inc. 6861 S.W. 89th Terrace Miami, Florida 33156
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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.

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.

Ms. Lourdes M. Gomez, Director
Department of Regulatory and Economic Resources
Miami-Dade County
August 20, 2022
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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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