

MEMORANDUM

Agenda Item No. 14(A)(7)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: March 16, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving a Transportation Concurrency Proportionate Share Mitigation Agreement between Miami-Dade County and applicants, Terra West MF Investments, LLC, GS Midway Industrial Owner, LLC and GS Elan Miami Midway Owner, LLC, to address transportation concurrency pursuant to section 163.3180, Florida Statutes; providing that Terra West MF Investments, LLC, GS Midway Industrial Owner, LLC and GS Elan Miami Midway Owner, LLC shall pay a proportionate share payment of \$1,039,007.59 to the County; and authorizing the County Mayor to execute said agreement to exercise all rights contained therein, and take all actions necessary to effectuate same

Resolution No. R-235-21

The accompanying resolution was prepared by the Regulatory and Economic Resources Department and placed on the agenda at the request of Prime Sponsor Chairman Jose "Pepe" Diaz.



Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum



Date: March 16, 2021

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

From: Daniella Levine Cava
Mayor *Daniella Levine Cava*

Subject: Resolution Authorizing Miami-Dade County to Enter into a Transportation Concurrency Proportionate Share Mitigation Agreement with Terra West MF Investments, LLC, GS Miami Midway Industrial Owner, LLC and GS Elan Miami Midway Owner, LLC

Recommendation

It is recommended that the Board of County Commissioners (Board) authorize the County Mayor or County Mayor’s designee to enter into a Transportation Concurrency Proportionate Share Mitigation Agreement (Agreement) attached as Exhibit “1” to this memorandum with Miami-Dade County and the Applicants, Terra West MF Investments, LLC, GS Miami Midway Industrial Owner, LLC and GS Elan Miami Midway Owner, LLC, to construct 1,369 multi-family residential units.

Scope

The proposed Agreement will have an impact on Commission District 12, which is represented by Chairman Jose “Pepe” Diaz.

Fiscal Impact/Funding Source

The proposed Agreement would require the Applicants to mitigate in the amount of \$1,039,007.59 that would contribute to the county roadway improvements that are detailed further in this memorandum.

Track Record/Monitor

The Platting and Traffic Review Division within the Department of Regulatory and Economic Resources will administer and monitor the implementation of the Agreement and the person responsible for this function is Raul A. Pino, P.L.S.

Background

Section 163.3180 of the Florida Statutes requires local governments that apply concurrency to transportation facilities to include principles, guidelines, standards, and strategies, such as adopted levels of service, in their comprehensive plans. Miami-Dade County has adopted roadway levels of service standards for all the unincorporated municipal service areas. Objective TC-1 of the Transportation Element of Miami-Dade County's Comprehensive Development Master Plan (CDMP) sets forth the County's concurrency standards and Policies CIE-3C and TC-1B of the Miami-Dade County CDMP established level of service standards for all State and County roads in Miami-Dade County.

Section 33G-5 of the Code of Miami-Dade County (Code) requires review for traffic circulation concurrency when an application for development order is received. As such, Terra West MF Investments, LLC, GS Miami Midway Industrial Owner, LLC, and GS Elan

Miami Midway Owner, LLC filed a Tentative Plat, Plat No. 24311, seeking to develop 1,369 multi-family residential units in the vicinity of NW 97 Avenue and NW 170 Street, attached as Exhibit "2" to this memorandum. The Platting and Traffic Division within the Department of Regulatory and Economic Resources reviewed the impact the proposed development would have on the existing surrounding roadways and determined that the adopted roadway level of service standard would not be met. Adequate roadway capacity is not available for 244 PM peak hour trips anticipated to be generated by the proposed development, pursuant to the following:

- 1) Station 9984 located on NW 97 Avenue north of NW 138 Street has a maximum Level of Service (LOS) "D" of 2,628 vehicles during the PM Peak Hour. It has a current Peak Hour Period (PHP) of 1,819 vehicles and 1,899 vehicles have been assigned to this section of the road from previously approved Development Orders. Furthermore, Station 9984 with its PHP and assigned vehicles is at LOS "F." The 244 vehicle trips generated by this development when combined with the 1,819 and those previously approved through Development Orders, 1,899, equal 3,962 and will cause this segment to remain at LOS "F" whose range is over 2,736.


In accordance with Section 33G-5(6) of the Code, when trips generated by the proposed development result in a failure to achieve the adopted roadway level of service standard, the applicant may satisfy the level of service standard through proportionate share mitigation as provided in Section 163.3180(5)(h) of the Florida Statutes. In order to mitigate the impact and proceed with the development, the applicant has elected to execute the attached Agreement with the County.

The Agreement requires the Applicants to provide a monetary proportionate share contribution in the amount of \$1,039,007.59 to mitigate the impacts of the proposed development. If at the time of Final Development Order approval NW 170 Street does not comply with Section 33G-5(6)(c) of the Code, then the Applicants shall be required to pay an additional \$2,227,053.17 to mitigate. The contribution will be used to fund improvements to one or more of the following projects:

<u>RIF District</u>	<u>TIP Project No.</u>	<u>DTPW Project No.</u>	<u>Location</u>	<u>Type of work</u>
3	PW000962		NW 107 Avenue from NW 138 Street to NW 170 Street	New Lanes
3	PW0001143	20190122	NW 170 Street/NW 169 Street from NW 87 Avenue to NW 67 Avenue	Resurfacing
3	PW0001164	20200116	NW 78 Avenue and NW 170 Street	Intersection Improvements
3	PW0001147	20190274	NW 87 Avenue & NW 178 Street	Traffic Signal
3	PW000961		NW 97 Avenue from NW 154 Street to NW 170 Street	New Lanes
3	PW0001065		NW 102 Avenue from NW 138 ST to NW 145 Place	Roadway Improvements
3	PW202106	20190164	NW 87 Avenue from NW 138 Street to NW 154 Street	Resurfacing
1	PW000651		NW 107 Avenue and NW 122 Street	New Flyover Ramp
9	PW000783	20190211	W 76 ST from W 36 Avenue to W 20 Avenue	Roadway Improvements

Delegation of Authority

There is no delegation of authority beyond that included in the resolution which delegates to the County Mayor or County Mayor’s designee to execute the Agreement.



Jimmy Morales
 Chief Operations Officer

EXHIBIT “ 1 ”

TRANSPORTATION CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT

This Transportation Concurrency Proportionate Share Mitigation Agreement (hereinafter “Agreement”) is made and entered into this _____ day of March , 2021, by and among Miami-Dade County, a political subdivision of the State of Florida (hereinafter “County”), Terra West MF Investments, LLC, a Delaware limited liability company, GS Miami Midway Industrial Owner, LLC, a Delaware limited liability company, and GS Elan Miami Midway Owner, LLC, a Delaware limited liability company (hereinafter collectively, the “Developers,” which shall include the Developers' successors, grantees, and assigns) (collectively, the County and the Developers are referred to as the “Parties”).

WITNESSETH

WHEREAS, the Developers are the current fee owners of that certain real property being approximately +/- 68.08 acres in size, which is identified by the Property Appraiser’s Office as Folio Numbers 30-2009-001-0400, 30-2009-001-0390, 30-2009-001-0380, 30-2009-001-0370, 30-2009-001-0360, 30-2009-001-0350, 30-2009-001-0340, 30-2009-001-0475, 30-2009-001-0460, and 30-2009-001-0450, and is legally described in **Exhibit “A”** attached hereto (the “Property”);

WHEREAS, the Developers join in and consent to this Agreement so that the requirements herein are binding upon and run with the land concerning the Property;

WHEREAS, the Developers desire to develop the Property with 1,369 dwelling units (the “Project”);

WHEREAS, on August 28, 2019, the Developers filed an application for subdivision approval for the Property, which is currently pending under Tentative Plat No. 24311, and is incorporated herein by reference;

WHEREAS, transportation impacts resulting from the Project have been evaluated and studied by the Developers and the County;

WHEREAS, the Parties agree that certain roadway intersections and other transportation facilities are impacted by the Project and that improvements to those transportation facilities are needed to accommodate the transportation impacts to be generated by the Project;

WHEREAS, pursuant to Section 163.3180(5)(h), Florida Statutes, Miami-Dade County has provided for a transportation concurrency program within its Comprehensive Development

Master Plan, as set forth in the Transportation Improvement Program (TIP) in both the Transportation Element and Capital Improvement Element, and as further detailed in Chapter 33G of the County Code;

WHEREAS, while the transportation impacts associated with the Project would reduce level-of-service standards, as established in the transportation concurrency program, Section 33G-5(6) nonetheless allows the County to issue development orders for the Project if the Developers enters into a binding agreement to pay for or construct its proportionate share of required improvements to one or more regionally significant transportation facilities, in accordance with Section 163.3180, Florida Statutes;

WHEREAS, the Parties agree that transportation concurrency shall be satisfied by the Developers' execution of this legally binding Agreement and full compliance therewith, to provide mitigation proportionate to the transportation impacts to be created by the Project;

WHEREAS, to accommodate the Project's transportation impacts, the Developers have offered to make a proportionate share contribution toward a regionally significant transportation facility as defined in Section 3; and

WHEREAS, in accordance with the requirements of the transportation concurrency program, and Section 33G-5(6) of the Code, the County and the Developers agree to the conditions, rights and obligations established in this Agreement,

NOW, THEREFORE, in consideration of the promises, mutual covenants, and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Recitals.

The above recitals are true and correct and form a part of this Agreement.

Section 2. Project Impacts.

The Project is located generally on the northeast corner of the intersection of SW 94th Avenue and NW 170th Street.

Scenario 1- NW 170 Street constructed

The Project is anticipated to generate seven hundred and sixty-seven (767) PM peak hour trips. Roadway capacity is not available for two hundred and forty-four (244) of these PM peak hour trips that will impact the following transportation facility: NW 97th Avenue, north of NW 138 Street.

Scenario 2- NW 170 Street not constructed

The Project is anticipated to generate seven hundred and sixty-seven (767) PM peak hour trips. Roadway capacity is not available for seven hundred and sixty-seven (767) of these PM peak hour trips that will impact the following transportation facility: NW 97th Avenue, north of NW 138 Street.

Section 3. Required Improvements to Regionally Significant Transportation Facilities.

The County has identified the following improvements to regionally significant transportation facilities within a three-mile radius of the Project that will mitigate the impacts of the Project:

<u>RIF District</u>	<u>TIP Project No.</u>	<u>DTPW Project No.</u>	<u>Location</u>	<u>Type of work</u>
3	PW000962		NW 107 Avenue from NW 138 Street to NW 170 Street	New Lanes
3	PW0001143	20190122	NW 170 Street/NW 169 Street from NW 87 Avenue to NW 67 Avenue	Resurfacing
3	PW0001164	20200116	NW 78 Avenue and NW 170 Street	Intersection Improvements
3	PW0001147	20190274	NW 87 Avenue & NW 178 Street	Traffic Signal
3	PW000961		NW 97 Avenue from NW 154 Street to NW 170 Street	New Lanes
3	PW0001065		NW 102 Avenue from NW 138 ST to NW 145 Place	Roadway Improvements
3	PW202106	20190164	NW 87 Avenue from NW 138 Street to NW 154 Street	Resurfacing
1	PW000651		NW 107 Avenue and NW 122 Street	New Flyover Ramp
9	PW000783	20190211	W 76 ST from W 36 Avenue to W 20 Avenue	Roadway Improvements

Section 4. Proportionate Share Payment.

The Developers shall pay the following amount as its proportionate share payment for the required road improvement(s): One million, thirty-nine thousand, seven dollars and fifty-nine cents (\$1,039,007.59) (the "Proportionate Share Payment"), which amount was calculated in accordance with the methodology provided for in Section 163.3180(5)(h), Florida Statutes. At the time of Final Development Order approval if NW 170 Street does not comply with Section 33G-5(6)(c) of the Code, then the Developers shall be required to pay an additional two million, two hundred twenty-seven thousand, fifty-three dollars and seventeen cents (\$2,227,053.17). The County shall apply such Proportionate Share Payment to one or more of the mobility improvements identified in Section 3.

The Developers shall make the Proportionate Share Payment to the County within 14 days of approval by the County. The effective date of this Agreement (the "Effective Date") shall be the date the Proportionate Share Payment is received, unless otherwise extended in the County's sole and absolute discretion, by Cashier's Check or electronic payment. In the event the Developers fail to make the Proportionate Share Mitigation Payment as provided for herein, the County, in its sole and absolute discretion, may cancel this Agreement and revoke any development permits that have been issued in reliance on this Agreement.

Section 5. Term of Concurrency Approval.

In consideration for entering into this Agreement with the County, the Developers shall be deemed to have satisfied the transportation concurrency requirements; provided, however, that if the Developers fail to apply for a development permit within twenty-four (24) months of the date of this Agreement, then this Agreement, and the certificate of concurrency approval, shall be considered null and void, and the Developers shall be required to reapply to demonstrate compliance with concurrency standards. In the event the County denies the development approval or permit application that gave rise to this Agreement, or if the Developers for any reason withdraw the development approval or permit application, then this Agreement, and the concurrency approval, shall be void and of no further force and effect. Notwithstanding Section 9 below, upon written request within ninety (90) days of the denial or withdrawal of such development approval or permit application, the County shall within sixty (60) days from the receipt of a request refund to the Developers the full amount of the Proportionate Share Payment.

Section 6. Development Approvals and Compliance.

Nothing in this Agreement shall allow, or be construed to allow, the Developers to avoid or delay compliance with any or all provisions of the County's Comprehensive Plan, the County Code, County ordinances, resolutions, conditions of development orders or permits, and other requirements pertaining to the use and development of the Property. Nothing in this Agreement shall constitute or be deemed to constitute or require the County to issue any approval by the

County of any rezoning, comprehensive plan amendment, variance, special exception, final site plan, preliminary subdivision plan, final subdivision plan, final plat, construction plan approval, site plan approval, building permit, concurrency certificate, grading permit, stormwater drainage permit, access permit, or any other land use or development approval. No building permits may be issued for the Property until the Proportionate Share Payment has been received.

Section 7. Increase in Project Trips.

The Developers acknowledge and agree that any change or modification to the Project may result in an increase in transportation impacts to the County's transportation facilities. The Developers acknowledge and agree that they shall be precluded from asserting that the additional transportation impacts are vested or otherwise permitted under this Agreement. In addition, Developers acknowledge and agree that any such changes resulting in an increase in transportation impacts may cause this Agreement to be null and void, or may require additional traffic analysis and documentation, and the execution of an additional Proportionate Share Mitigation Agreement, along with the payment of additional mitigation.

Section 8. Road Impact Fee Credit.

Pursuant to Section 163.3180(5)(h)(2)(e), Florida Statutes, the amount of the Proportionate Share Payment shall entitle the Developers to a dollar-for-dollar credit against the road impact fees that will be assessed by the County in connection with the development of the Project under Chapter 33E of the County Code, regardless of how the County ultimately uses the Proportionate Share Payment. The Developers acknowledge and agree that in no event shall the Developers be entitled to road impact fee credit in excess of the Proportionate Share Payment, and in the event the Proportionate Share Payment exceeds the amount of road impact fees owed in connection with the Project through buildout, the Developers shall not be entitled to a refund for the excess of the Proportionate Share Payment over the amount of the road impact fees.

Section 9. No Refund.

Except as provided in Section 5 of this Agreement, the Proportionate Share Payment is non-refundable.

Section 10. Governing Laws.

The Agreement and the rights and obligations created hereunder shall be interpreted, construed and enforced in accordance with the laws of the United States and the State of Florida. If any litigation should be brought in connection with this Agreement, venue shall lie in Miami-Dade County, Florida.

Section 11. Attorneys' Fees and Costs.

The Parties agree that, if it becomes necessary for either party to defend or institute legal proceedings as a result of the failure of either party to comply with the terms and provisions of this Agreement, each party in such litigation shall bear its own costs and expenses incurred and

expended in connection therewith, including, but not limited to, reasonable attorneys' fees and court costs through all trial and appellate levels.

Section 12. Severability.

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

Section 13. Entire Agreement.

This Agreement contains the entire agreement between the parties. No rights, duties or obligations of the parties shall be created unless specifically set forth in this Agreement.

Section 14. Amendment.

No modification or amendment of this Agreement shall be of any legal force or effect unless it is in writing and executed by both Parties.

Section 15. Binding Agreement.

This Agreement shall inure to the benefit of and shall bind the parties, their heirs, successors and assigns.

Section 16. Assignment.

This Agreement may not be assigned without the prior written consent of the other party, and all the terms and conditions set forth herein shall inure to the benefit of and shall bind all future assignees.

Section 17. Waiver.

Failure to enforce any provision of this Agreement by either party shall not be considered a waiver of the right to later enforce that or any provision of this Agreement.

Section 18. Covenant Running with the Land.

The rights conferred and obligations imposed pursuant to this Agreement upon the Developers and 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 Developers and its successors, grantees, and assigns.

Section 19. Notices.

Any notice, request, demand, instruction or other communication to be given to either party under this Agreement shall be in writing and shall be hand delivered, sent by Federal

Express or a comparable overnight mail service, or by U.S. Registered or Certified Mail, return receipt requested, postage prepaid, to County and to Developers at their respective addresses below:

As to County:

Deputy Director, Department of Regulatory and Economic Resources

With a copy to Assistant County Attorney:

Dennis Kerbel

With a copy to Platting and Traffic Review Section, Department of Regulatory and Economic Resources:

Raúl A. Pino

As to Developers and their Legal Representatives:

If to Terra West MF:

Terra West MF Investments, LLC
3109 Grand Avenue, #349
Miami, Florida 33133
Attention: David Martin
E-mail: david@terragroup.com

With a copy to:

Greenberg Traurig, P.A.
333 SE 2nd Avenue
Miami, Florida 33131
Attention: Ricardo L. Fraga, Esq.
E-mail: fragar@gtlaw.com

If to the GS Miami Midway Industrial:

c/o Greystar Development East, LLC
788 East Las Olas Blvd., Suite 201
Fort Lauderdale, FL 33301
Attention: Lewis Stoneburner, Jr. and Ana Pedrajo
E-mail: lstoneburner@greystar.com and ana.pedrajo@greystar.com

With a copy to:

c/o Butters SA, LLC
6820 Lyons Technology Circle, Suite 100
Coconut Creek, Florida 33073

Attention: Malcolm S. Butters
E-mail: msbutters@butters.com

With a copy to:

Greenberg Traurig, P.A.
333 SE 2nd Avenue
Miami, Florida 33131
Attention: Kimberly S. LeCompte, Esq.
Email: lecomptek@gtlaw.com

With a copy to:

Holland & Knight, LLP
701 Brickell Avenue
Suite 3300
Miami, Florida 33131
Attention: Juan J. Mayol, Jr.
Email: juan.mayol@hkllaw.com

If to the GS Elan Miami Midway:

c/o Greystar Development East, LLC
788 East Las Olas Blvd., Suite 201
Fort Lauderdale, FL 33301
Attention: Lewis Stoneburner, Jr. and Ana Pedrajo
E-mail: lstoneburner@greystar.com and ana.pedrajo@greystar.com

With a copy to:

c/o Butters SA, LLC
6820 Lyons Technology Circle, Suite 100
Coconut Creek, Florida 33073
Attention: Malcolm S. Butters
E-mail: msbutters@butters.com

With a copy to:

Greenberg Traurig, P.A.
333 SE 2nd Avenue
Miami, Florida 33131
Attention: Kimberly S. LeCompte, Esq.
Email: lecomptek@gtlaw.com

With a copy to:

Holland & Knight, LLP

701 Brickell Avenue
Suite 3300
Miami, Florida 33131
Attention: Juan J. Mayol, Jr.
Email: juan.mayol@hklaw.com

Section 20. Counterparts.

This Agreement may be executed by the parties in any number of counterparts, each of which shall be deemed to be an original, and all of which shall be deemed to be one and the same Agreement.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement on the date and year first above written.

ATTEST:

MIAMI-DADE COUNTY, FLORIDA, BY ITS
COUNTY MAYOR OR MAYOR'S DESIGNEE

Witness
Print Name _____

By: _____
County Mayor or Designee
Print Name _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Assistant County Attorney
Lauren Morse

ATTEST:

TERRA WEST MF INVESTMENTS, LLC,
a Delaware limited liability company

By: Terra West MF Investments Holdings
Member I, LLC, a Delaware limited
liability company,
Its Manager

LB

Witness

Print Name ANTHONY PINS

By: [Signature]
Name: David P. Martin
Title: Manager

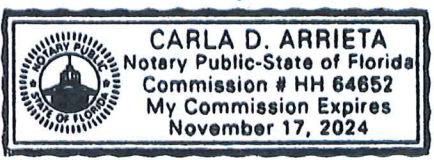
NOTARY CERTIFICATION

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence or
online notarization [] by DAVID MARTIN for
TERRA WEST MF INVESTMENTS HOLDINGS, LLC who is personally known to me or have produced
_____, as identification.

Witness my signature and official seal this 11 day of MARCH, 2021, in the County and
State aforesaid.

[Signature]
Notary Public-State of Florida



Name CARLA D. ARRIETA
My Commission Expires: 11-17-2024

Print

* Holdings Member I, LLC, a Delaware
limited liability company.

ATTEST:

**GS MIAMI MIDWAY INDUSTRIAL
OWNER, LLC,**
a Delaware limited liability company

J. Cusmano
Witness
Print Name Julie Cusmano

By: *[Signature]*
Name: Malcolm Butters
Title: Manager

NOTARY CERTIFICATION

STATE OF FLORIDA
COUNTY OF ~~MIAMI-DADE~~
BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or
online notarization [] by Malcolm Butters for GS Miami Midway,
who is personally known to me or have produced _____, as identification.
Witness my signature and official seal this 5 day of March, 2021, in the County and
State aforesaid.

J. Cusmano
Notary Public-State of FL

My Commission Expires: _____

Print Name _____



ATTEST:

GS ELAN MIAMI MIDWAY OWNER, LLC,
a Delaware limited liability company

Witness

Print Name LILY KASAPI

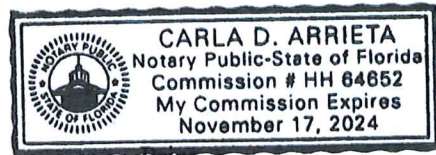
By:
Name: Ana Pedraza
Title: vice President

NOTARY CERTIFICATION

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization [] by ANA PEDRAZO for GS ELAN MIAMI MIDWAY Owner, LLC who is personally known to me or have produced _____, as identification. Witness my signature and official seal this 12 day of MARCH, 2021, in the County and State aforesaid.

Notary Public-State of Florida



Name Carla D. Arrieta
My Commission Expires: 11-17-2024

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

LEGAL DESCRIPTION:

PARCEL A:

TRACT 34, OF FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, IN SECTION 9, TOWNSHIP 52 SOUTH, RANGE 40 EAST, ACCORDING

TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 17, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING LANDS DESCRIBED IN THE ORDER OF TAKING BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN OFFICIAL RECORDS BOOK 10355, PAGE 1628, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 108:

A PORTION OF TRACT 34 IN SECTION 9, TOWNSHIP 52 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT OF FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1 AS RECORDED IN PLAT BOOK 2, AT PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 9, TOWNSHIP 52 SOUTH, RANGE 40 EAST, THENCE RUN NORTH 89 DEGREES 28 MINUTES 12 SECONDS EAST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9 FOR 2640.82 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE RUN NORTH 2 DEGREES 37 MINUTES 58 SECONDS WEST ALONG THE EAST LINE OF THE SAID SOUTHWEST 1/4 FOR 1977.48 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF TRACT 34, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE RUN SOUTH 89 DEGREES 31 MINUTES 40 SECONDS WEST ALONG THE LAST DESCRIBED SOUTH LINE FOR 470.59 FEET; THENCE RUN NORTH 2 DEGREES 37 MINUTES 10 SECONDS WEST FOR 329.66 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID TRACT 34; THENCE RUN NORTH 89 DEGREES 32 MINUTES 15 SECONDS EAST ALONG THE LAST DESCRIBED NORTH LINE FOR 470.53 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9; THENCE RUN SOUTH 2 DEGREES 37 MINUTES 58 SECONDS EAST ALONG THE LAST DESCRIBED EAST LINE FOR 329.58 FEET TO THE POINT OF BEGINNING.

PARCEL B:

TRACTS 39 AND 40, IN SECTION 9, TOWNSHIP 52 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT OF FLORIDA FRUITLANDS COMPANY'S SUBDIVISION NO. 1, RECORDED IN PLAT BOOK 2, AT PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; LESS AND EXCEPT THE FOLLOWING PARCELS OF LAND DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 9, TOWNSHIP 52 SOUTH, RANGE 40 EAST; THENCE RUN NORTH 89 DEGREES 28 MINUTES 12 SECONDS EAST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9 FOR 2,640.82 (2641.26 AS MEASURED) FEET TO THE SOUTHEAST COMER OF SAID SOUTHWEST 1/4; THENCE RUN NORTH 2 DEGREES 37 MINUTES 58 SECONDS WEST ALONG THE EAST LINE OF THE SAID SOUTHWEST 1/4 FOR 329.58 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID TRACT 39, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE RUN SOUTH 89 DEGREES 28 MINUTES 47 SECONDS WEST ALONG THE LAST DESCRIBED SOUTH LINE FOR 470.97 FEET; THENCE RUN NORTH 2 DEGREES 37 MINUTES 10 SECONDS WEST FOR 329.66 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID TRACT 39; THEN RUN NORTH 89 DEGREES 29 MINUTES 21 SECONDS EAST ALONG THE LAST MENTIONED NORTH LINE FOR 470.89 FEET TO AN INTERSECTION WITH THE AFOREMENTIONED EAST LINE OF THE SOUTHWEST 1/4; THENCE RUN SOUTH 2 DEGREES 37 MINUTES 58 SECONDS EAST ALONG THE LAST DESCRIBED EAST LINE FOR 329.58 FEET TO THE POINT OF BEGINNING; AND

ALSO LESS AND EXCEPT:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 9, TOWNSHIP 52 SOUTH, RANGE 40 EAST; THENCE RUN NORTH 89 DEGREES 28 MINUTES 12 SECONDS EAST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9 FOR 1,964.68 (1,965.12 AS MEASURED) FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE NORTH 89 DEGREES 28 MINUTES 12 SECONDS EAST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 FOR 676.14 FEET TO THE SOUTHEAST COMER OF SAID SOUTHWEST 1/4; THENCE RUN NORTH 2 DEGREES 37 MINUTES 58 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 9 FOR 329.58 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID TRACT 40; THENCE RUN SOUTH 89 DEGREES 28 MINUTES 47 SECONDS WEST ALONG THE LAST DESCRIBED NORTH LINE FOR 470.92 (470.97 AS MEASURED) FEET; THENCE RUN SOUTH 2 DEGREES 37 MINUTES 10 SECONDS EAST FOR 189.56 FEET; THENCE RUN SOUTH 89 DEGREES 28 MINUTES 12 SECONDS WEST FOR 200.00 FEET; THENCE RUN SOUTH 0 DEGREES 31 MINUTES 48 SECONDS EAST FOR 140.00 FEET TO THE POINT OF BEGINNING; AND

ALSO LESS AND EXCEPT:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 9, TOWNSHIP 52 SOUTH, RANGE 40 EAST; THENCE RUN NORTH 89 DEGREES 28 MINUTES 12

SECONDS EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9 FOR 1,320.41 (1,320.63 AS MEASURED) FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID TRACT 40, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE RUN NORTH 2 DEGREES 37 MINUTES 46 SECONDS WEST (NORTH 2 DEGREES 37 MINUTES 08 SECONDS WEST AS MEASURED) ALONG THE LAST DESCRIBED WEST LINE FOR 329.80 FEET TO THE NORTHWEST CORNER OF SAID TRACT 40; THENCE RUN NORTH 89 DEGREES 28 MINUTES 47 SECONDS EAST ALONG THE NORTH LINE OF SAID TRACT 40 FOR 30.02 FEET TO AN INTERSECTION WITH A LINE THAT IS 30.00 FEET EASTERLY OF AND PARALLEL TO THE WEST LINE OF SAID TRACT 40; THENCE RUN SOUTH 2 DEGREES 37 MINUTES 46 SECONDS EAST (SOUTH 2 DEGREES 37 MINUTES 08 SECONDS EAST AS MEASURED) ALONG THE LAST DESCRIBED PARALLEL LINE FOR 189.70 FEET TO AN INTERSECTION WITH A LINE THAT IS 140.00 FEET NORTHERLY OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9; THENCE RUN NORTH 89 DEGREES 28 MINUTES 12 SECONDS EAST ALONG THE LAST DESCRIBED PARALLEL LINE FOR (619.56 AS MEASURED) FEET; THENCE RUN SOUTH 0 DEGREES 31 MINUTES 48 SECONDS EAST FOR 140.00 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE SOUTHWEST 1/4; THENCE RUN SOUTH 89 DEGREES 28 MINUTES 12 SECONDS WEST ALONG THE LAST DESCRIBED SOUTH LINE FOR 644.27 (644.49 AS MEASURED) FEET TO THE POINT OF BEGINNING.

PARCEL C:

TRACT 38, LESS INTERSTATE NO. 75 RIGHT-OF-WAY, OF FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, IN SECTION 9, TOWNSHIP 52 SOUTH, RANGE 40 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA,

PARCEL D:

TRACT 35 IN SECTION 9, TOWNSHIP 52 SOUTH, RANGE 40 EAST, OF FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 17, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. LESS AND EXCEPT THE FOLLOWING LANDS AS DESCRIBED IN ORDER OF TAKING BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN OFFICIAL RECORDS BOOK 10355, AT PAGE 1628, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 107-R:

A PORTION OF TRACT 35 IN SECTION 9, TOWNSHIP 52 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT OF FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1 AS RECORDED IN PLAT BOOK 2, AT PAGE 17, OF THE PUBLIC RECORDS OF

MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 9, TOWNSHIP 52 SOUTH, RANGE 40 EAST; THENCE RUN NORTH 89 DEGREES 28 MINUTES 12 SECONDS EAST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9 FOR 2640.82 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE RUN NORTH 02 DEGREES 37 MINUTES 58 SECONDS WEST ALONG THE EAST LINE OF THE SAID SOUTHWEST 1/4 FOR 1647.91 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF TRACT 35, SAID POINT BEING THE POINT OF BEGINNING OF THE HERON DESCRIBED PARCEL OF LAND; THENCE RUN SOUTH 89 DEGREES 31 MINUTES 06 SECONDS WEST ALONG THE LAST DESCRIBED SOUTH LINE FOR 470.67 FEET; THENCE RUN NORTH 2 DEGREES 37 MINUTES 10 SECONDS WEST FOR 329.66 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID TRACT 35; THENCE RUN NORTH 89 DEGREES 31 MINUTES 40 SECONDS EAST ALONG THE LAST DESCRIBED NORTH LINE FOR 470.59 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9; THENCE RUN SOUTH 2 DEGREES 37 MINUTES 58 SECONDS EAST ALONG THE LAST DESCRIBED EAST LINE FOR 329.58 FEET TO THE POINT OF BEGINNING.

PARCEL E.

TRACT 36, OF FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, IN SECTION 9, TOWNSHIP 52 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 17, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING LANDS DESCRIBED IN ORDER OF TAKING BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN OFFICIAL RECORDS BOOK 10388, PAGE 33 AND RE-RECORDED IN OFFICIAL RECORDS BOOK 10395, AT PAGE 2105 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 106-R:

A PORTION OF TRACT 36 IN SECTION 9, TOWNSHIP 52 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT OF FLORIDA FRUIT LANDS

COMPANY'S SUBDIVISION NO. 1 AS RECORDED IN PLAT BOOK 2, AT PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 9, TOWNSHIP 52 SOUTH, RANGE 40 EAST; THENCE RUN NORTH 89 DEGREES 28 MINUTES 12 SECONDS EAST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9 FOR 2640.82 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE RUN NORTH 2 DEGREES 37 MINUTES 58 SECONDS WEST ALONG THE

EAST LINE OF THE SAID SOUTHWEST 1/4 FOR 1318.32 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF TRACT 36, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE RUN SOUTH 89 DEGREES 30 MINUTES 31 SECONDS WEST ALONG THE LAST DESCRIBED SOUTH LINE FOR 470.74 FEET; THENCE RUN NORTH 2 DEGREES 37 MINUTES 10 SECONDS WEST FOR 329.66 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID TRACT 36; THENCE RUN NORTH 89 DEGREES 31 MINUTES 06 SECONDS EAST ALONG THE LAST DESCRIBED NORTH LINE FOR 470.67 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9; THENCE RUN SOUTH 2 DEGREES 37 MINUTES 58 SECONDS EAST ALONG THE LAST DESCRIBED EAST LINE FOR 329.58 FEET TO THE POINT OF BEGINNING.

PARCEL F:

TRACT 37, OF FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, IN SECTION 9, TOWNSHIP 52 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 17, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING LANDS DESCRIBED IN ORDER OF TAKING BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RECORDED IN OFFICIAL RECORDS BOOK 10355, PAGE 1628 AND RE-RECORDED IN OFFICIAL RECORDS BOOK 10365, AT PAGE 10 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 105.-

1 A PORTION OF TRACT 37 IN SECTION 9, TOWNSHIP 52 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT OF FLORIDA FRUIT LANDS COMPANY SUBDIVISION NO.1 AS RECORDED IN PLAT BOOK 2, AT PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

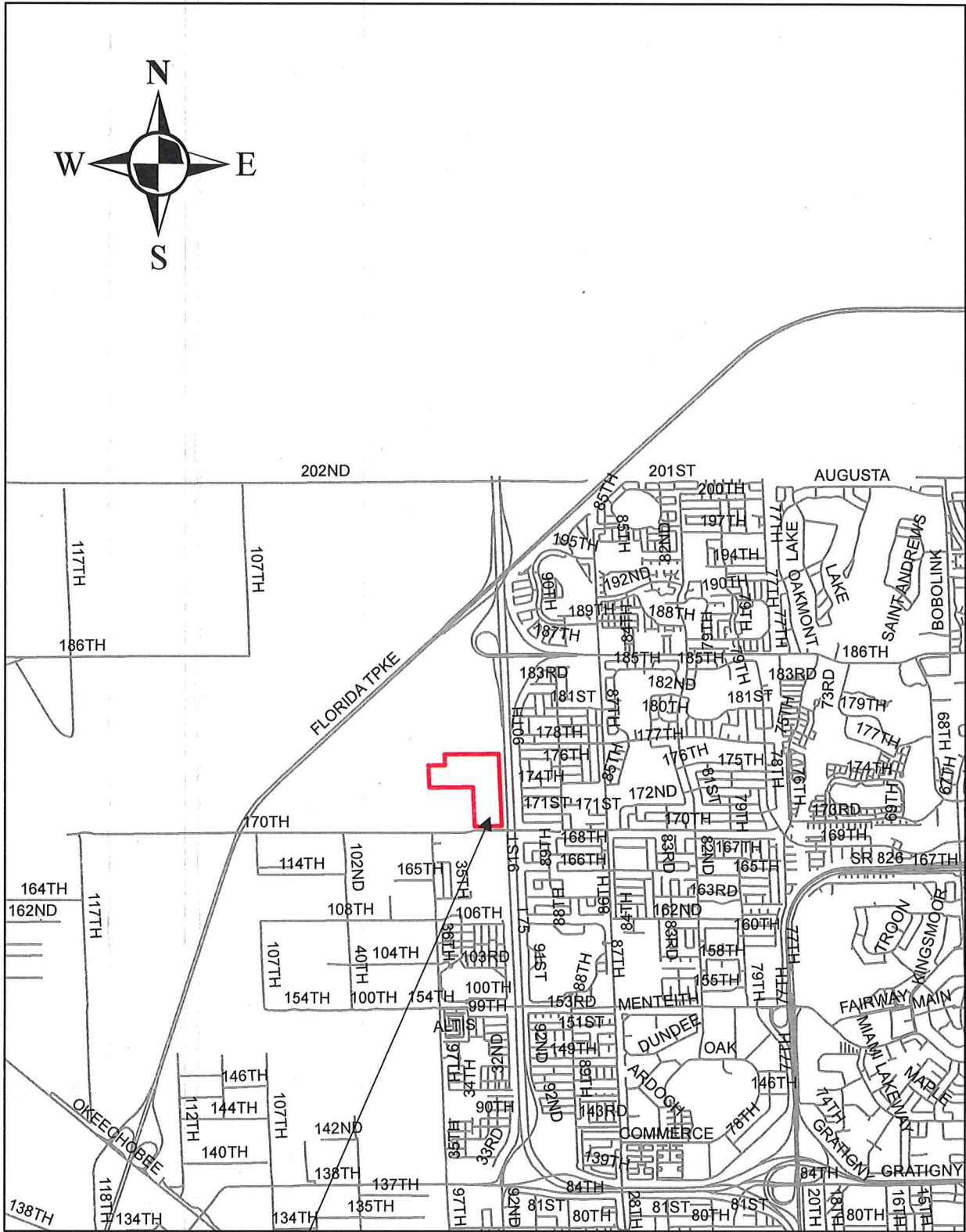
COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 9, TOWNSHIP 52 SOUTH, RANGE 40 EAST; THENCE RUN NORTH 89 DEGREES 28 MINUTES 12 SECONDS EAST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9 FOR 2640.82 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE RUN NORTH 2 DEGREES 37 MINUTES 58 SECONDS WEST ALONG THE EAST LINE OF THE SAID SOUTHWEST 1/4 FOR 988.74 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF TRACT 37, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE RUN SOUTH 89 DEGREES 29 MINUTES 56 SECONDS WEST ALONG THE LAST DESCRIBED SOUTH LINE FOR 470.82 FEET; THENCE RUN NORTH 2 DEGREES 37 MINUTES 10 SECONDS WEST FOR 329.66 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID TRACT 37; THENCE RUN NORTH 89 DEGREES 30 MINUTES 31 SECONDS EAST ALONG THE LAST DESCRIBED NORTH LINE FOR 470.74 FEET

TO AN INTERSECTION WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9; THENCE RUN SOUTH 2 DEGREES 37 MINUTES 58 SECONDS EAST ALONG THE LAST DESCRIBED EAST LINE FOR 329.58 FEET TO THE POINT OF BEGINNING.

PARCEL G:

TRACTS 45, 46, AND 47, LESS THE WEST 549.12 FEET OF TRACT 47, OF FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, IN SECTION 9, TOWNSHIP 52 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 17 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Exhibit " 2 "



Project Site



MEMORANDUM
(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: March 16, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 14(A)(7)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved *Danielle Leric Carr* Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(7)
3-16-21

RESOLUTION NO. R-235-21

RESOLUTION APPROVING A TRANSPORTATION CONCURRENCY PROPORTIONATE SHARE MITIGATION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND APPLICANTS, TERRA WEST MF INVESTMENTS, LLC, GS MIDWAY INDUSTRIAL OWNER, LLC AND GS ELAN MIAMI MIDWAY OWNER, LLC, TO ADDRESS TRANSPORTATION CONCURRENCY PURSUANT TO SECTION 163.3180, FLORIDA STATUTES; PROVIDING THAT TERRA WEST MF INVESTMENTS, LLC, GS MIDWAY INDUSTRIAL OWNER, LLC AND GS ELAN MIAMI MIDWAY OWNER, LLC SHALL PAY A PROPORTIONATE SHARE PAYMENT OF \$1,039,007.59 TO THE COUNTY; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAID AGREEMENT TO EXERCISE ALL RIGHTS CONTAINED THEREIN, AND TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME

WHEREAS, the Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the Transportation Concurrency Proportionate Share Mitigation Agreement, in substantially the form attached to the County Mayor's Memorandum as Exhibit "1," between Miami-Dade County, Florida, and the Applicants, Terra West MF Investments, LLC, GS Miami Midway Industrial Owner, LLC and GS Elan Miami Midway Owner, LLC, to address transportation concurrency, and by which Terra West MF Investments, LLC, GS Miami Midway Industrial Owner, LLC and GS Elan Miami Midway Owner, LLC shall pay a proportionate share payment of \$1,039,007.59 to the County, which the County shall apply to one or more of the

mobility improvement specified in the Agreement; and authorizes the County Mayor or County Mayor's designee to execute said agreement, exercise all rights contained therein, and take all actions necessary effectuate same.

The foregoing resolution was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

	Jose "Pepe" Diaz, Chairman	aye	
	Oliver G. Gilbert, III, Vice-Chairman	aye	
Sen. René García	aye	Keon Hardemon	aye
Sally A. Heyman	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Joe A. Martinez	aye
Kionne L. McGhee	aye	Jean Monestime	aye
Raquel A. Regalado	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 16th day of March, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

Melissa Adames

By: _____
Deputy Clerk



Approved by County Attorney as
to form and legal sufficiency.

Lauren E. Morse