

**GRAHAM PROPERTIES  
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (hereinafter the “**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between THE GRAHAM COMPANIES, a Florida corporation (“**Graham**”), INTERNATIONAL ATLANTIC, LLC, a Delaware limited liability company (“**International Atlantic**”), (hereinafter Graham and International Atlantic are collectively referred to as the “**Initial Owners**”), 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. Each of the Owners is the owner of a portion of, or the owner of an undivided interest in a portion of, that certain land located in the County legally described in **Exhibit “A”** attached hereto and made a part hereof (“**Property**”), and the Owners collectively own 100% of the interests in the Property.

B. The Property has been designated “Business and Office” on the Miami-Dade County Comprehensive Development Master Plan (“**CDMP**”) Future Land Use Map (“**FLUM**”), pursuant to Ordinance No. \_\_\_\_\_, adopting Application No. 6 of the May 2016 CDMP Application Cycle, and as further governed by Declaration of Restrictions recorded in Official Records Book [\_\_\_\_] at Page [\_\_\_\_] (the “**CDMP Amendment**”).

C. 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.

D. Concurrently with this Agreement, the Owners have applied, pursuant to the County’s Land Development Regulations, for district boundary changes for a portion of the Property to Employment Center Planned Area Development (“**ECPAD**” or “**ECPAD Zoning**”) and for the remainder of the Property to Liberal Business District (“**BU-3**” or “**BU-3 Zoning**”) and associated variances (the “**Zoning Application**”). This Agreement is contingent on the approval of such district boundary changes in Public Hearing Application No. \_\_\_\_\_.

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

F. The Owners 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 assurance to the Owners 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.

G. This Agreement is entered into as a “development agreement” under the Florida Local Government Development Agreement Act, Sections 163.3220 – 163.3243, Florida Statutes (2017) (“**Development Agreement Act**”) and Section 33G-8 of the Miami-Dade County Code.

H. To ensure sound capital improvement planning and adequate public facilities, the public planning process for the development of the Property as permitted by the CDMP and the County Land Development Regulations is being coordinated with the public planning process for the development of approximately 174 acres of land immediately north of the Property (“**RED Property**”).

I. Pursuant to Application No. 5 of the May 2016 Comprehensive Development Master Plan Amendment Cycle, the RED Property is concurrently being considered for designation as “Business and Office” on the FLUM (“**RED Amendment**”), and under the County’s Land Development Regulations, the Retail Entertainment District Property is concurrently seeking the zoning designation of Retail Entertainment District Planned Area Development (“**REDPAD**”) together with the acceptance of a Development Agreement under the Development Agreement Act.

**NOW, THEREFORE**, in consideration of the conditions, covenants and mutual promises hereinafter set forth, the Owners 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. “**Approved Zoning Districts**” means ECPAD for the ECPAD Property and BU-3, Liberal Business District for the BU-3 Property, and associated variances approved pursuant to Miami-Dade County Resolution No. [\_\_\_\_], passed and adopted by the Board of County Commissioners on [\_\_\_\_], as the same exists as of the Effective Date.

b. “**BU-3 Property**” means the portion of the Property zoned BU-3 under the County’s Land Development Regulations (**Exhibit “B”**).

c. “**Code**” means the Code of Miami-Dade County, Florida.

d. “**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.

e. “**DERM**” means the RER Division of Environmental Resources Management, or successor agency.

f. “**Developer(s)**” means Graham, its successors or assigns, or any party designated by the Owners as the “Developer” undertaking development of all or any portion of the Property from time to time, and the Developer’s respective successors or assigns, subject to the terms and conditions set forth in this Agreement.

- g. **“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 (2017) and more specifically in the Code.
- h. **“Development Permit”** includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, 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 (2017) 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;
- i. **“Duration”** shall have the meaning set forth in Section 4(b) of this Agreement.
- j. **“DTPW”** means the Miami-Dade County Department of Transportation and Public Works, or successor agency.
- k. **“ECPAD Property”** means the portion of the Property zoned ECPAD under the County’s Land Development Regulations, pursuant to the zoning application that was presented to the Board of County Commissioners together with this proffered Agreement (**Exhibit “C”**).
- l. **“Governing body”** means the Board of County Commissioners of Miami-Dade County.
- m. **“HEFT”** means the Homestead Extension of Florida’s Turnpike.
- n. **“Initial Development Plan”** means the initial plan or plans of development, entitled [\_\_\_\_\_] as prepared by [\_\_\_\_\_] and dated [\_\_\_\_\_] ,as approved pursuant to the Approved Zoning Districts, as same may be amended from time to time in accordance with the terms of the Agreement and the Code. A copy of the Initial Development Plan is attached as **Exhibit “D”**, and full-scale copies of the Plan are on file with the RER Development Services Division, or its successor agency.
- o. **“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 (2017).
- p. **“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 (2017). 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 Owners' plans for the Property.

- q. **"MDAD"** means the Miami-Dade Aviation Department, or successor agency.
- r. **"MDFR"** means the Miami-Dade County Fire Rescue Department, or successor agency.
- s. **"MDPD"** means the Miami-Dade Police Department, or successor agency.
- t. **"Owners"** shall include the Initial Owners, and their heirs, successors, and assigns.
- u. **"Property"** means the land located in the County legally described in **Exhibit "A"**.
- v. **"Project"** means development permitted pursuant to the Project Approvals.
- w. **"Project Approvals"** means the Approved Zoning Districts and this Agreement, including the Initial Development Plan, as approved by the Miami Dade County Board of County Commissioners as development regulations for the Property.
- x. **"PROS"** means the Miami-Dade County Department of Parks, Recreation and Open Spaces, or successor agency.
- y. **"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 (2017).
- z. **"Public Records"** means the Public Records of the County, subject to Chapter 119, Florida Statutes.
- aa. **"RER"** means the Miami-Dade County Department of Regulatory and Economic Resources, or successor agency
- bb. **"RER Director"** means the Director of RER or successor agency, or the Director's designee.
- cc. **"Site Plan"** is a scaled and dimensioned site plan (with landscaping), elevation, and typical floor plan submitted for Final Development Review pursuant to Section 33-284.28.6(C) of the Code.
- dd. **"WASD"** means the Miami-Dade County Water and Sewer Department, or successor agency.

3. **Intent.**

The Owners 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 Owners, and the Effective Date shall be the date of recordation. 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 Application. If any appeal of the CDMP Amendment or the Zoning Application 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. Upon the disposition of an appeal that results in the denial of the CDMP Amendment or the Zoning Application, in its entirety, 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.
- 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 Owners 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”) 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.

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

- a. ***Authority/Developers.*** The Owners shall have the right throughout the duration of this Agreement to provide the Developer or Developers with the power and authority to act or exercise any rights, or to undertake any obligations, with respect to all or any portion of the Property as if the Developer was the Owner of that portion of the Property. The Owners have initially designated Graham as the Developer under this Agreement, with the full power and authority to act and

exercise all rights, and to undertake all obligations, with respect to all or any portion of the Property under this Agreement. Owners may further assign the title of Developer and any rights or obligations hereunder in whole or in part to other parties as hereinafter provided in this Agreement at its sole and exclusive discretion. This Agreement shall not prohibit the Owners from assigning certain obligations to a special taxing district, community development district, homeowner's association, or other legal entity, to the extent otherwise permitted by the Code and other applicable laws. Notwithstanding anything in this Agreement to the contrary, all obligations under this Agreement shall be binding obligations of the Owners of the Property, regardless of any delegation or assignment by the Owners.

- b. ***Personal Liability.*** The obligations imposed on the Developer or Owners under this Agreement shall continue to be the binding obligations of the 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 Section 4(c) above. The rights and obligations under this Agreement shall run with title to the Property and shall not be personal to Graham, International Atlantic, 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, 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, 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. **Comprehensive Plan, Permitted Development Uses, Density/Intensity, and Development Equivalency.**

- a. ***Comprehensive Plan.*** 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. Through this Agreement, the County approves the Initial Development Plan pursuant to the County's Land Development Regulations. By these approvals, the County has determined that this Agreement, the Approved Zoning Districts, and the Initial Development Plan are consistent with the Land Development Regulations and Comprehensive Plan in effect as of the Effective Date and shall remain consistent, provided that the Owners comply with all requirements and obligations of this Agreement.

- b. ***Permitted Development Uses and Density/Intensity.*** The Initial Development Plan is hereby approved as part of the Project Approvals. The Project Approvals govern the development of the Property. The official documents for the Project Approvals are on file with the RER Development Services Division, or its successor agency. 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 density limitations, as follows:

**TABLE OF PROGRAM USES**

Use <sup>1</sup>	Initial Approved Development Program
Retail	1 million square feet
Business Park	3 million square feet
Apartments	2,000 units
Lodging	0

The Initial Approved Development Program reflects a mixed-use development including residential, business park, and retail uses. The actual permitted uses are those allowed by the Approved Zoning Districts in effect for that portion of the Property, as modified. The Project development shall be limited to the Program Uses, but the combination and density 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 ECPAD zoning district allows the continuation of agricultural use of the ECPAD Property as a permitted use, and the rezoning of the BU-3 Property will allow continued agricultural use of the BU-3 Property to the extent it is the continuation of a legally established non-conforming use.

- c. ***Development Equivalency.***

---

<sup>1</sup> 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 9<sup>th</sup> Edition, as follows: (i) Apartment Land Use 220, (ii) Shopping Center Land Use 820, (iii) Business Park Land Use 770, (iv) Hotel Land Use 310, and related uses contemplated therein. Lodging uses are permitted in any of the categories. Analyzed uses also include all uses allowed within the ECPAD and BU-3 Districts, 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.

- i. **Trip Cap.** The Initial Approved Development Program is projected to generate 5,315 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 “E**” attached hereto and by this reference made a part hereof; “**Representative Trip Rates**”).
- ii. 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**” attached hereto and made a part hereof, without amending this Agreement, 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.j.v. below (the “Treatment Plant Capacity Cap”). It is provided, however, that the Treatment Plant Capacity Cap shall not preclude the Owners or Developers 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 to calculate the total number of net external pm peak hour trips for that portion 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 provided, however, that workforce housing units provided pursuant to Chapter 33, Article XII-A of the Miami-Dade County Code (the “Workforce Housing Development Program”), or any other similar program in effect which is applicable to the Property at the time, shall not be included in the Trip Cap.
- v. It is further provided that the Actual Development Program shall not exceed, and development orders and development permits shall not authorize more than, 1 million square feet of retail uses.
- vi. 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 or the Treatment Plant Capacity Cap.



- vii. All development orders and development permits, including Site Plan approvals, may be issued administratively by RER to the extent permitted by the Code.
- d. ***Density, Building Heights, and Intensities.*** Except as otherwise provided herein, the population density, height, and building intensities for any development on the Property shall be as described in the Table of Program Uses and the Development Equivalency terms and shall be regulated by the Project Approvals and the applicable designations in the Comprehensive Plan and applicable Declaration of Restrictive Covenant. It is provided, however, that amendments to the ECPAD, BU-3, other zoning district regulations in effect as of the Effective Date, and any subsequently adopted standards that the Developer or Owner and RER agree in writing, may be applied to the Property

7. **Procedures.**

- a. ***Further Development Review.*** The Project Approvals (including the Initial Development Plan), the Land Development Regulations, and the Comprehensive Plan establish the criteria for development of the Property for purposes of CDMF consistency, concurrency, and zoning for the Duration of this Agreement.
  - i. ***Site Plan.*** A Site Plan for an individual building site shall comply with the Project Approvals and criteria set forth in the Approved Zoning District regulations, as provided in Section 33-284.28.6 of the Code.
  - ii. If it is found during the Site Plan review that the proposed development does not substantially comply with the Project Approvals, the applicant may either appeal the decision as set forth below, revise the Site Plan to comply with the Project Approvals, or request modification of this Agreement, the Initial Development Plan, or the Approved Zoning Districts, as applicable, in accordance with this Agreement and the Code, or request such other zoning action or determination as may be required pursuant to the Code.
  - iii. ***Appeals of Administrative Decisions.*** If the County does not approve the Site Plan with respect to a portion of the Property, the Owner 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.
- b. ***Downzoning.*** 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 as provided in Section 163.3233, Florida Statutes or at the express request of the

Owner or Developer, subject to all applicable requirements for any such legislation or zoning action.

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. It is understood that this Agreement does not 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. The dedication of public canal rights-of-way or properties shall be addressed as set forth in paragraph 11.b.
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 “G”** 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 “G” shall not relieve the Owners from the need to obtain said permits and approvals. The Owners 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 Comprehensive Plan designations in effect as of the Effective Date and applicable to the Property, such as:
  - a. Site Plan approvals;
  - b. Modifications to Initial Development Plan;
  - c. Land Improvement Permits;
  - d. Subdivision plat or waiver of plat approvals;
  - e. Water, sewer, paving, and drainage permits/plan approvals;
  - f. Acceptance, enforcement, or release of Covenants, Declarations of Restrictions, or Unities of Title;
  - g. Building and related permits;
  - h. Certificates of occupancy, completion, or use;
  - i. Stormwater management and drainage permits; and
  - j. Environmental permits, including, without limitation, work in wetlands, work in canal rights-of-way, or tree removal and relocation.
10. **Necessity of Complying with Local Regulations Relative to Development Permits.** The Owners 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 Owner 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 Owner, Developers, 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 Owners and Developer(s) jointly and severally shall address the impacts of development of the Project as follows:

Environmental

a. ***General.*** All applicable environmental permits for development on the Property 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) the Owner 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; (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 to any such environmental permits and approvals or entitle the Owners 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;

b. ***Stormwater Management Overall Conditions, Stormwater Management Master Plan and Covenant***

- i. Prior to approval of the first of any of the following development orders for development within the Property – Site Plan, Tentative Plat, Final Plat, building permit, zoning improvement permits, lake excavation permits and Class IV wetlands permit – the Owners shall obtain approval from DERM of a conceptual Stormwater Master Plan and associated covenant(s) for the entire Property and any off-site areas to be used for stormwater purposes, such as stormwater storage or conveyance (the “Stormwater Plan”), and the DERM-approved Stormwater Plan covenant(s) shall be recorded in the Public Records of Miami-Dade County at the Owners’ expense. The Stormwater Plan shall be submitted for DERM’s review and approval; shall include, but not be limited to, restrictions on the uses of property; and shall be prepared in accordance with the latest versions of the Miami-Dade County Public Works Manual, the Miami-Dade County Water Control Plan, Chapters 24 and 11C of the Code in effect at the time of the Stormwater Plan submittal or subsequent Stormwater Plan

modification submittal, as well as the South Florida Water Management drainage regulations in effect at the time of the Stormwater Plan submittal or subsequent Stormwater Plan modification submittal. The Stormwater Plan shall describe how stormwater will be managed and shall include details for any proposed off-site stormwater conveyance. Modifications to the conceptual Stormwater Plan, including associated covenant(s), may be approved administratively by DERM.

- ii. Prior to constructing or causing the construction of NW 170<sup>th</sup> Street north of the section line between NW 97<sup>th</sup> Avenue and the HEFT, the Owners shall submit to DERM, for review and approval, a plan to relocate this portion of the Golden Glades Canal (between NW 97<sup>th</sup> Avenue and the HEFT) to the north, to accommodate construction of NW 170<sup>th</sup> Street (the “Canal Relocation Plan”). The Plan shall include engineering details for construction of the new canal segment, consistent with general design criteria provided by DERM, and shall include, without limitation:
  - a. Minimum canal cross-section depth and slope;
  - b. Connection of the new canal segment to the Golden Glades Canal east of NW 97<sup>th</sup> Avenue and west of the HEFT;
  - c. Culvert connections south across NW 170<sup>th</sup> Street at NW 97<sup>th</sup> Avenue and at NW 107<sup>th</sup> Avenue;
  - d. Design details on any crossings and bridges required within this segment; and
  - e. The location and details of a required minimum 60-foot canal right of way and minimum 25-foot canal maintenance easement acceptable to Miami-Dade County for the relocated canal segment.

Nothing herein shall preclude DERM from approving an alternate alignment of the relocated Golden Glades Canal.

- iii. Following DERM approval of the Canal Relocation Plan and prior to constructing or causing the construction of NW 170<sup>th</sup> Street north of the section line, the Owners shall, at their expense, undertake or cause the following to be undertaken: obtain required permits, construct and interconnect the new segment of the Golden Glades Canal, and provide Miami-Dade County with dedication of a minimum 60-foot canal right of way and minimum 25-foot canal maintenance easement for the relocated segment of the Golden Glades Canal, consistent with

the Canal Relocation Plan as approved by DERM. The improvements to NW 170<sup>th</sup> Street and the Golden Glades Canal segment may be constructed concurrently, to the extent approved by DERM.

- iv. If the proposed development within the Property includes the proposed use of the County's stormwater infrastructure (such as use of the Golden Glades Canal) as a conveyance element to off-site storage area(s), the Owners shall, at their expense, provide an additional engineering report and stormwater plan (the "Off-site Stormwater Conveyance Plan") to DERM for review and approval. The Off-site Stormwater Conveyance Plan shall be signed and sealed by a professional engineer licensed in the State of Florida and shall provide engineering calculations and sufficient detail, including the required conveyance capacity (existing plus additional), to demonstrate that the development's proposed use of the County's infrastructure for stormwater conveyance does not result in negative impacts to the County's stormwater system and watershed areas, and does not result in reduction of the current Flood Quantity Level of Service (FQLOS) or Water Quality Level of Service (WQLOS). Upon approval of the Off-site Stormwater Conveyance Plan, the Owners shall, at their expense, undertake or cause the following to be undertaken: obtain all required permits, construct improvements, and provide additional dedication of canal right-of-way and canal maintenance easement acceptable to Miami-Dade County for all improvements to public stormwater infrastructure, as may be required for the development's use of this infrastructure for offsite stormwater conveyance.
- v. Prior to constructing or causing the construction of the roadway intersection of NW 102<sup>nd</sup> Avenue and NW 170<sup>th</sup> Street, or crossing of the Golden Glades Canal in that area, the Owners shall, at their expense, undertake or cause the following to be undertaken: obtain required DERM permits; obtain any other required permits; and construct or cause the construction of culverts and/or bridges across the Golden Glades Canal subject to DERM review and approval. Proposed culvert crossings shall be sized to facilitate through-passage of maintenance boats when physically possible. Alternatively, if not physically possible, each culvert crossing must be spaced at the minimum distance consistent with the Miami-Dade County Public Works Manual. Any proposed culvert crossing that does not facilitate through-passage of maintenance boats, must provide adequate maintenance access pads consistent with the Miami-Dade County Public Works Manual. Size, number, and location of maintenance access pads shall be as directed by DERM and consistent with Miami-Dade County Public Works Manual. Nothing herein shall be construed to prohibit the establishment of additional culvert or bridge crossings

of the Golden Glades Canal, subject to DERM review and approval and consistent with Miami-Dade County Public Works Manual.

c. *Natural Resources*

- i. Prior to approval of any of the following development orders: Site Plans, Tentative Plats, Final Plats, building permits, zoning improvement permits, lake excavation permits, and Class IV wetlands permits, for development of any portions of the Property depicted within Exhibit A, the Owners shall conduct a survey to determine the absence or presence of listed plant species found in Appendix A and listed wildlife species found in Appendix B of the CDMP within the area or phase of development subject to the request for approval of said development order. The survey(s) shall utilize professionally recognized survey timeframes and sampling methodology and shall be subject to review and approval by DERM prior to implementation. Nothing herein shall prohibit the DERM Director from accepting a survey that had been previously approved by DERM or requiring a new survey based on professionally recognized survey timeframes and sampling methodology at the Owners' expense. The Owners shall prepare or revise Site Plans, 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 of Miami-Dade County and for conformance with provisions of the Comprehensive Development Master Plan (CDMP), Class IV permit approval, and approved Stormwater Management Plan, and any other environmental permit or approval issued pursuant to Chapter 24 of the Code.
- ii. Prior to DERM approval of any building permit or final plat application for development of any portion of the Property, the Owners shall obtain a Class IV permit for the area 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:
  - a. a wetland delineation detailing the acreage of wetlands within the area subject to the request;
  - b. a species list for each native community to indicate dominance, percent cover, or unusual or unique features of the plant communities; and

- c. the measures proposed to be taken to avoid and minimize impacts to on-site wetlands and state- and federally-listed wildlife and plant resources.

If any preservation is proposed to occur on-site, the Owners 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.

- iii. Prior to the issuance of a Class IV permit, the Owners shall submit to DERM, for review and approval, a mitigation plan to compensate for unavoidable, permittable wetland impacts to the portion of the subject property (the "Mitigation Plan"). The Mitigation Plan shall be consistent with the requirements of Chapter 24 of the Code of Miami-Dade County and the CDMP and shall consider the nesting, roosting, or feeding habitats used by federal- or State-designated, endangered or threatened species, as set forth in CDMP Conservation Element Policy CON-9B.
- d. ***Sanitary Sewer Compliance.*** Sanitary sewer service is addressed in Paragraph 11.j. below.

#### Infrastructure and Services

- e. ***Parks and Recreational Facilities.***
  - i. To satisfy its obligation to pay impact fees pursuant to section 33H of the Miami-Dade County Code, the Owner may offer to convey land and improvements, in whole or partial satisfaction of its impact fee obligation. In the event that the Owners offer to convey land and improvements, it shall offer to convey to Miami-Dade County up to 8.6 acres ("Park Dedication Property") of the ECPAD Property to be used solely for public park and recreation purposes, and for no other use or purpose whatsoever. The Park Dedication Property shall qualify as "Designated Open Space" under the ECPAD zoning regulations. Up to 20 percent of the Park Dedication Property may consist of lakes, subject to written approval of PROS (which lakes may be jointly used for stormwater retention, detention, and management for the Project, subject to the written approval of DERM), provided that said lake(s) is improved in a manner that is related to or promotes active and passive recreation opportunities. In addition, the County may accept additional lake area, provided the same is approved in writing by the PROS Director, which additional lake area, if accepted, shall be counted toward satisfying the 8.6 acre park dedication and the Designated Open Space requirement.

- ii. The Owners shall prepare a Conceptual Park and Recreational Open Space Plan for the Project identifying Park Dedication Property land and associated improvements that it shall offer for dedication to the County for public park and recreation purposes (the “Conceptual Park Plan”), which shall be provided for review and written approval by PROS, prior to filing the first plat that includes residential use within the ECPAD Property. After the Conceptual Park Plan is approved by PROS, any amendments to or modifications of the Conceptual Park Plan are subject to the written approval of the Owners or Developer and PROS.
- iii. The Park Dedication Property may be dedicated or conveyed to the County at one time, or may be dedicated or conveyed in stages as portions of the ECPAD Property are platted and developed. At the option of the County, the Park Dedication Property shall be dedicated to the public in the subdivision plats or conveyed to the County by warranty deed. If any portion of the Park Dedication Property is conveyed to the County by warranty deed, such conveyance must occur with respect to such property prior to the issuance of the first Certificate of Occupancy for residential use within the associated plat for that portion of the ECPAD Property. The dedications and/or conveyances of the Park Dedication Property shall be referred to as the “Public Park Conveyance(s)”. It is within the sole discretion of the County whether to accept the Public Park Conveyance(s).
- iv. The Public Park Conveyance(s) shall be dedicated by the then-Owner(s) to the public in the subdivision plat that includes the Public Park Conveyance(s) or conveyed to the County by warranty deed, free of all liens, with reasonably acceptable encumbrances, as determined by PROS and the County Attorney and subject to the Owners providing a survey of the Public Park Conveyances and an opinion of title. Any plat dedication or warranty deeds given for the Public Park Conveyance(s) shall provide that the Public Park Conveyance conveyed shall be used solely for park and recreation purposes and no other purposes whatsoever and shall be maintained and used in a manner that qualifies as Designated Open Space under the ECPAD zoning district regulations.
  - a. The dedication and any improvements associated with any Public Park Conveyance(s) shall be deemed a credit for local park improvements or credit for local park open space, to be credited against payment of the park impact fees pursuant to and in accordance with Chapter 33H of the Code of Miami-Dade County, Florida (the “Park Impact Fee Ordinance”). In accordance with the Park Impact Fee Ordinance, the dedication of 8.6 or more acres, subject to the conditions provided herein, shall be deemed to fully and completely satisfy the Park Impact Fee requirements for the Project. The dedication of less than 8.6 acres (“Reduced Dedication”) shall be considered to be a partial satisfaction of the



Park Impact Fee requirements, with the understanding that the Owners shall be responsible for any Park Impact Fee payments in excess of those satisfied via the Reduced Dedication. Any residential development within the Property that generates public park impacts in excess of the demand satisfied by the Public Park Conveyance(s) (e.g. an increase in the number of dwelling units above 2000 units) shall be subject to parks impact fee requirements in accordance with then-applicable law. Nothing herein shall be construed to prevent the payment of the Park Impact Fee without a Public Park Conveyance of any kind.

- b. Prior to obtaining any residential building permits, the Owners shall: enter into a separate Park Impact Fee Credit agreement with PROS, to ensure that the impact fee credits may be used at this Property; and provide a bond or irrevocable letter of credit in the amount of 110 percent of the park impact fee contribution-in-lieu of fees, in accordance with the Park Impact Fee Ordinance. The County agrees to release of this bond/letter of credit in accordance with Section 33H of the County Code as to the portion of the Public Park Conveyance concurrently with the conveyance of same.
- c. Prior to any Public Park Conveyance(s), the Park Dedication Property shall be cleared, filled, sodded (or treated with other ground cover or landscaping, as appropriate), and improved pursuant to a plan to be reviewed and approved by PROS and in accordance with the approved Conceptual Park Plan. In addition, the Park Dedication Property shall be conveyed in a condition such that it shall not exceed the applicable standards and criteria as set forth in Chapter 24 of the Code and Chapter 62-701, 780, of the Florida Administrative Code and associated guidance(s), as determined by DERM (the "Environmental Regulations"). The Owners shall submit to DERM, for review and approval, an ASTM E1527 Phase 1 Environmental Site Assessment; and, as applicable, based on the conclusions of the Phase 1 ESA, an ASTM E1903 Phase 2 shall be conducted to determine whether any environmental impacts exist at the Park Dedication Property (e.g., soil, groundwater, solid waste, methane) in excess of the standards and criteria set forth in the Environmental Regulations.
- d. With the County's acceptance of the Public Park Conveyance(s), the maintenance, repair, and replacement costs for the public park(s) shall be funded by either a special taxing district or a community development district, or other entity satisfactory to PROS, which shall be subject to the approval of the County, and shall be established prior to any Public Park Conveyance(s). In the event the County elects not to accept and/or the Owner(s) decide not to pursue

the Public Park Conveyance(s), the Owner shall be responsible for payment of the corresponding amount due for Park Impact Fees for the residential development within the ECPAD Property in accordance with section 33H, Miami-Dade County Code. The County's decision not to accept a Public Park Conveyance(s) shall not relieve the Owners of providing any Designated Open Space required by the Approved Zoning District regulations.

f. *Fire and Emergency Medical Services.*

- i. Prior to approval of any of the following development orders—Site Plans, Tentative Plats, Final Plats, and building permits—the Owner or Developer shall coordinate with MDFR to ensure the adequate provision of fire protection and rescue services within the Project.
- ii. The Initial Development Plan identifies two approximately 1.5-acre sites, generally located along and with direct access to NW 97 Avenue (the “Planned Fire Station Sites”), of which only one will be dedicated to Miami-Dade County for use as a fire station. Upon completion of 2,000,000 square feet of development (including residential square footage), the Owners will designate one of the Planned Fire Station Sites to be dedicated to the County (the “Final Fire Station Site”). Upon completion of 50 percent of the development (equivalent to 3,000,000 gross square feet, including residential square footage), or as otherwise approved in writing by MDFR, the Owners shall convey the Final Fire Station Site to Miami-Dade County at Owners’ sole cost and expense, provided that the Final Fire Station Site shall:
  - a. Be legally subdivided/platted.
  - b. Be filled with clean fill to 12” above the crown of the road.
  - c. Not exceed the applicable standards and criteria as set forth in Chapter 24 of the Miami-Dade Code and Chapter 62-701, 780, of the Florida Administrative Code and associated guidance(s), as determined by DERM (the “Environmental Regulations”). The Owners shall submit to DERM, for review and approval, an ASTM E1527 Phase 1 Environmental Site Assessment; and, as applicable, based on the conclusions of the Phase 1 ESA, an ASTM E1903 Phase 2 shall be conducted to determine whether any environmental impacts exist at the Final Fire Station Site (e.g., soil, groundwater, solid waste, methane) in excess of the standards and criteria set forth in the Environmental Regulations.

- d. Be compacted and stabilized to 3,000 pounds per square foot as certified by a licensed engineer.
  - e. Have utilities (water, sewer, telephone and electricity) extended to serve the site in place and ready for connection.
- iii. The Final Fire Station Site shall be dedicated to the public in the subdivision plat that includes the Fire Station Site or conveyed to the County by warranty deed, free of all liens, with reasonably acceptable encumbrances, as determined by MDR and the County Attorney and subject to the Owners providing a survey of the Final Fire Station Site and an opinion of title. Any plat dedication or warranty deed(s) given for the Final Fire Station Site shall provide that the Final Fire Station Site conveyed shall be used solely for use as a fire or emergency services station and no other purposes whatsoever.
- iv. If the County determines, based on emergency call volumes, that the Final Fire Station Site is necessary to meet the fire rescue needs of the Project prior to completion of 3,000,000 square feet of development (including residential square footage), then the County, through the RER Director, shall formally advise the Owners, in writing, of its request for a dedication of an approximately 3/4 acre site for use as a temporary Fire Station Site ("Temporary Fire Station Site") at mutually agreeable location.
- v. The dedication and formal conveyance of the Final Fire Station Site shall be considered a contribution-in-lieu of impact fee (the "Contribution"). The impact fee Contribution of the Final Fire Station Site will be based on the appraised value of the applicable Fire Station Site, at the time of conveyance, in accordance with County procedure.
- vi. If the County does not construct a Fire Station on the Final Fire Station Site within 10 years following the conveyance of the Fire Station Site (the "Construction Period"), or if the County sends written notice to the Owner(s) who conveyed the Final Fire Station Site determining that a Fire Station is not needed at the selected location prior to the end of the Construction Period, then: (i) the applicable Owners shall reimburse the County for any Contribution-in-lieu of impact fee that was committed and used, as adjusted for inflation annually by indexing the Contribution to inflation as defined by the Consumer Price Index (CPI) - All Urban Consumers for the United States, published by the United States Department of Labor, Bureau of Labor Statistics; the first indexing calculation adjustment shall occur during the County budget year of the date of conveyance, using the difference in Consumer Price Index figures for the previous two calendar years; and (ii) after receiving any required reimbursement, the County shall convey the Final Fire Station Site to the Owners who dedicated the Final Fire Station Site.

- g. ***Police.*** Prior to approval of any of the following development orders—Site Plans, Tentative Plats, Final Plats, or building permits—the Owners or Developer shall coordinate with MDPD to ensure adequate infrastructure is in place to provide police protection/public safety for the Project.
- h. ***Transportation and Roadways.*** Miami-Dade County has undertaken review of a detailed operational transportation analysis of the impacts of the Project on the surrounding roadway network. In light of this study, additional operational analyses of the surrounding roadway network (“**Surrounding Roads**”) will not be required, except as specifically provided in this Agreement. Based on the results of the operational analysis of the Surrounding Roads, the Owners shall be responsible for constructing or causing the construction of the roadway improvements listed on, and consistent with the time-frames provided in, **Exhibit “H”**. The Owners shall coordinate with Miami-Dade County to ensure that, to the maximum extent feasible, any Road Impact Fees paid for the Project are used within the traffic impact area reflected in Exhibit I.
- i. ***Transit and Transportation Demand Management.*** The Project design and operation shall incorporate the following transit contributions, infrastructure enhancements, and transportation management strategies:
  - i. Prior to submittal of any Site Plan, the Owners shall coordinate with DTPW to identify appropriate locations for approximately two potential on-site bus shelters within the Property. The Owners shall be responsible for the installation of bus shelters within those portions of the Property where such shelter locations are identified.
  - ii. The Owners shall coordinate with DTPW to establish a program that encourages transit use and service to the Property. This program shall include the provision of bus route information to residents, visitors and tenants.
  - iii. On an annual basis, the Owners shall provide, to tenants and employees, information regarding rideshare, transit, and other amenities to encourage transit use, carpooling, and vanpooling, utilizing services and programs such as the Florida Department of Transportation's Commuter Services.
  - iv. The Owners shall provide for the design and location of pedestrian and bicycle facilities to maximize transportation access both on-site and connecting to adjacent facilities, including on-site bicycle storage facilities, to encourage the use of alternative modes of transportation.
  - v. To the extent that it is cost effective, the Owners 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 Owners shall designate and conveniently locate exclusive employee parking spaces for high occupancy vehicle use at appropriate land uses.

Time-frames for compliance with these Transit and Transportation Demand Management requirements may be extended by the RER Director, following a showing of good faith efforts by the Owners to satisfy same, or based on a showing by the Owners that such a delay is reasonable and appropriate.

j. ***Water and Sewer.***

- i. The Property is within WASD's established utility service area and is subject to all local, State, and Federal water and sewer regulations, WASD rules and regulations, Implementing Orders, and WASD 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 Owner(s) and Developer(s) hereby acknowledge and agree that any right to connect the Property 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.
- iii. The Owners shall coordinate with WASD and DERM to ensure the provision of water and sewer service to the Property and 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. Up to 100,000 gallons per day (gpd) of potable water supply capacity has been reserved for the Property pursuant to County Resolution Number R-251-13. Availability of additional potable water supply capacity in excess of the Water Reservation shall be determined at the time of such Service Agreement or issuance of Verification Form or other similar written approval, as applicable, at the time of development of the Property or portion thereof.
- iv. The Owners 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. Owners 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. Owners shall be solely responsible for any private on-site sewer pump stations that may be needed for the Project.

- v. 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, 820,000 gallons per day of water treatment plant capacity and 820,000 gallons per day of sanitary sewer treatment plant capacity will be reserved for the Project.
  - k. ***Solid Waste Management.*** Owners 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.
  - l. ***Aviation.*** The project is compatible with operations from Miami-Opa Locka Executive Airport, provided that MDAD's Aviation Planning, Land Use, and Grants Division shall review any temporary or permanent structures with elevations reaching or exceeding 200 feet Above Ground Level. Owner(s) and Developer(s) acknowledge and agree that all structures may be subject to further review as required by the Federal Aviation Administration.
  - m. ***Public Schools.*** The Project shall comply with the requirements of the Interlocal Agreement for Public School Facility Planning Between Miami-Dade County and Miami-Dade County Public Schools ("School Concurrency Agreement"), as may be amended, in effect at the time of application for the applicable development permit, and shall provide for any required mitigation in accordance therewith.
12. **Public Services and Facilities; Concurrency.** The entities responsible for providing public services and facilities, as set forth in Section 33G-4 of the Code, have determined that 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 "T"**: flood protection; potable water treatment plant and sanitary sewer treatment plant capacity; fire and emergency management services; police; mass transit; local recreation open space; traffic circulation and roadway capacity; solid waste disposal; and public schools. 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 capacity and public sanitary sewer supply capacity, as provided in paragraph 11(j) above, and public schools, as provided in paragraph 11(m) above.

So long as the Property is developed in substantial 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 and applicable zoning regulations.

13. **Impact Fees and Connection Charges.** 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 “J,”** attached hereto and made a part hereof. It is expressly provided, however, that the Project is not vested to any particular rate for the impact fees, connection charges, or special connection charges for a Basin that apply to development of the Project. 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. Certain designated off-site roadway improvements listed in Exhibit “H” and other land dedications and public facility commitments referenced in Paragraph 11 above are deemed eligible for credit as contributions-in-lieu of impact fee to the extent permitted by the Code. Except for roadway improvements expressly deemed to be on-site or access-related or otherwise expressly deemed ineligible, nothing herein shall be construed to prohibit other public facility improvements 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. 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 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.

14. **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 Comprehensive Plan as of the Effective Date, which are or may be applicable to the Property, subject to the conditions of this Agreement. However, nothing herein shall prohibit an increase in developmental density or intensity within the Project in a manner consistent with the Comprehensive Plan and Land Development Regulations, or any change requested or initiated by the Owners in accordance with applicable provisions of law. 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.
- b. 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 Comprehensive Plan and Land Development Regulations.

15. **Covenant Running with the Land.** The rights conferred and obligations imposed pursuant to this Agreement upon the Owners or 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 parties hereto and their successors, grantees, and assigns.
16. **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 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.
17. **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 and the County.
18. **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.
19. **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) of the property, including joinders of all mortgagees, if any, 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.
- d. Modifications to the Initial Development Plan, data and associated notes provided therein, Required Written Exhibits, Quantitative Data tables, and Graphic Documents provided as part of the Approved Zoning Districts, either through administrative or public hearing procedures, may be made pursuant to the Land Development Regulations, without the need to amend this Agreement. It is expressly provided that the Initial Development Plan may be modified by the County in accordance with the provisions in the Code authorizing administrative modifications.

20. **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. This enforcement provision shall be in addition to any other remedies available to the County at law, in equity, or both.

21. **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 Owners specifically waive any claims for monetary damages against the County with respect to this Agreement, and Owners 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 Owners 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 20 and 23 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 Owners for any potential claims or complaints which may arise out of this Agreement.
22. **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.
23. **Authorization for Miami-Dade County to Withhold Permits and Inspections and Stay Effectiveness of this Agreement.** In the event the terms of this Agreement are not being complied with, then, in addition to any other remedies available to the County, the County is hereby authorized with respect to the Property, or a tract or portion thereof, as applicable, to withhold any further permits, to refuse to make any inspections or grant any approvals, and to stay the effectiveness of this Agreement, until such time as this Agreement is complied with. It is recognized that certain obligations set forth in this Agreement (including, but not limited to, obligations related to environmental permits, stormwater management, parks and recreational facilities, and fire and emergency medical services) are conditions precedent to the development of all of the Property, and that the failure to comply with such provisions of this Agreement may result in the staying of the effectiveness of this Agreement and the withholding of permits, inspections, or approvals throughout or upon the entire Property. Before staying the effectiveness of this Agreement as to the Property or a tract or portion thereof, and before withholding permits, inspections, or approvals throughout or upon the entire Property based on a failure to comply with this Agreement, the County shall send written notice containing the following information: (i) the nature of the purported violation; and (ii) 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: (i) the County's ability to take any action to prevent or ameliorate any immediate danger to the public health, safety, or welfare; or (ii) the County's authority and available remedies to enforce violations of the Code or of other applicable regulations.
24. **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.

25. **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.
26. **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.
27. **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.
28. **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.
29. **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.

[Signature Page Follows]

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

By:

County Clerk

\_\_\_\_\_ day of \_\_\_\_\_, 2017

Approved as to form and legality

\_\_\_\_\_

**WITNESSES:**

**THE GRAHAM COMPANIES**, a Florida corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

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

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

Title: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

STATE OF FLORIDA                    )  
  ) SS  
COUNTY OF MIAMI-DADE         )

The foregoing instrument was acknowledged before me by \_\_\_\_\_, as \_\_\_\_\_ of **THE GRAHAM COMPANIES**, a Florida corporation, and for the purposes stated herein on behalf of said corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

Witness my signature and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016, in the County and State aforesaid.

\_\_\_\_\_  
Notary Signature

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

\_\_\_\_\_  
Commission Number

My Commission Expires:

**WITNESSES:**

**INTERNATIONAL ATLANTIC, LLC**, a  
Delaware limited liability company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

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

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

Title: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

STATE OF )  
 ) SS  
COUNTY OF )

The foregoing instrument was acknowledged before me by \_\_\_\_\_, as  
\_\_\_\_\_ of **INTERNATIONAL ATLANTIC, LLC**, a Delaware 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 \_\_\_\_\_, 2016, in  
the County and State aforesaid.

\_\_\_\_\_  
Notary Signature

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

\_\_\_\_\_  
Commission Number

My Commission Expires:

