Memorandum

Date: October 31, 2022

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

From: Daniella Levine Cava
Mayor

Subject: Advance Copy of November 1, 2022, Board of County Commissioners Supplemental Agenda Report regarding Application No. CDMP20210003

Attached please find an advance copy of the fourth supplement to Application No. CDMP20210003 (Aligned Real Estate Holdings LLC, Et Al) recommended for denial and scheduled to be heard at your November 1, 2022, Board of County Commissioners meeting. The report contains responses to questions and issues raised at the May 19, September 22, and October 18 hearings, in addition to an assessment of the applicants' recently proffered covenants and other documents received on October 25 and updated on October 26, 27 and 28.

The continuing adjustments to the application have not cured the fact that no need has been demonstrated to move the Urban Development Boundary (UDB), and the most recent updates remain problematic for the reasons explained in the attached staff supplement and summarized below:

- **The offer to purchase acreage for donation to the County's Environmentally Endangered Lands (EEL) program does not provide preservation equivalent to the impact created by the movement of the UDB.** The remote location of these lands means they have limited development potential, with the majority already designated for environmental protection or surrounded by land that is already in conservation (and much of the area already in public ownership). Further, environmental stewardship is not a substitute for smart growth. Moving the UDB when the application does not demonstrate need has significant consequences on our environment and future resilience, impacts that aren't mitigated simply by protecting land elsewhere – especially when that land is unlikely to be developed in the first place.
- **The enforceability of covenants committing to living wages, local hiring and community benefits remain a concern.** The designation of CareerSource South Florida as the new Community Benefits administrator does not eliminate the effect of the statutory preemption on the living wage (CareerSource is a governmental entity administered by the County). Stated concerns as to the enforceability of the community benefits, particularly against future owners, remain unchanged.
- **As stated at the October 18 hearing, the County does not fund remediation on private property, nor does County tax revenue fund remediation incentives.** However, based on the available site assessment data provided by the applicant and the proposed development infrastructure, no additional costs to the applicants can be attributed at this time to the presence of contamination and related remediation. This is due to the fact that the expense associated with the applicants' stated remediation methodology (capping with clean fill) would be a necessary expense regardless of the presence of contamination in order to bring the property to the required elevation.

- **The application continues to set concerning precedent with its changes to the Coastal High Hazard policies.** These changes will encourage development in areas at risk for storm surge, changes that are particularly alarming in light of this State's recent experience with Hurricane Ian as we continue to face stronger and wetter storm events.
- **Despite continuing statements to the contrary by the applicants, modeling for the** Biscayne Bay and Southern Everglades Ecosystem Restoration (BBSEER) **is ongoing.** Approval of this application could foreclose options for successfully accomplishing objectives of the BBSEER project which is essential to restore freshwater flows to the wetlands along the Bay, improve resilience to sea level rise, and ultimately protect the Biscayne aquifer – our sole source of clean drinking water.
- **The applicants' assertion that the staff methodology for determining industrial supply has omitted data is inaccurate** and does not rebut the long established and professionally accepted staff methodology. County projections are based on two decades of data and operate intentionally and reliably to avoid land use policy from overreacting to market swings.
- **The project remains without a complete development plan.** Even with a 50% reduction in acreage from the original application, there is still no cohesive plan of development or clear indication of the timing of development for the subphases. The failure to provide this complete development plan indicates that the application remains premature and speculative and means that the County cannot fully evaluate the proposal, lacking key information.
- **The County recently commissioned a study to assess economic trends related to agriculture in Miami-Dade** and determine the amount of land necessary to maintain an economically viable agricultural industry. This study should be completed prior to any UDB expansion being approved.

The future of our community depends on our continuing commitment to a sustainable development model that emphasizes infill and fosters urban renewal, particularly around our transit corridors – to build a foundation for future economic growth rooted in a resilient environment and livable communities. We continue to urge you to deny this application.

Please do not hesitate to contact me with any questions.

Attachments

c: Geri Bonzon-Keenan, County Attorney
Gerald K. Sanchez, First Assistant County Attorney
Jess McCarty, Executive Assistant County Attorney
Office of the Mayor Senior Staff
Lourdes M. Gomez, RER Director
Yinka Majekodunmi, Commission Auditor
Jennifer Moon, Chief, Office of Policy and Budgetary Affairs
Basia Pruna, Director, Clerk of the Board

Memorandum

Date: October 31, 2022

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

From: Daniella Levine Cava
Mayor

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

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This fourth supplement contains: (Exhibit 1) an analysis of the applicant's proposed changes to Application No. CDMP20210003; and (Exhibit 2) additional items addressing Application No. CDMP20210003 received by the Department of Regulatory and Economic Resources (RER) from September 22, 2022 through October 28, 2022.

Jimmy Morales
Chief Operations Officer

MIAMI-DADE COUNTY
DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES

RESPONSE TO QUESTIONS REGARDING PROPOSED COMPREHENSIVE PLAN AMENDMENT CDMP20210003 AND EVALUATION OF DOCUMENTS RECENTLY SUBMITTED BY THE APPLICANTS

OCTOBER 28, 2022

This report contains responses of the Department of Regulatory and Economic Resources (RER) to questions and issues raised at the public hearings for CDMP Application No. 20210003 (Aligned Real Estate Holdings LLC, Et Al) on May 19, September 22 and October 18, 2022, in addition to an assessment of the applicants' recently proffered covenants and other documents which were received on October 25, 2022 and updated on October 26, 27 and 28.

1) Question Regarding Enforceability of Covenant Provisions

Issue Summary: The applicants have included commitments in Exhibit D of the proffered covenants regarding living wages, local hiring and a Community Benefits Program that includes the imposition of an annual assessment of $0.25 per finished building square area. The County Attorney's Office noted that there are concerns with regards to the enforceability of these covenant provisions.

Response:
There remains concern about the enforceability of the current commitments in the covenants to provide Living Hourly Wages because section 218.077, Florida Statutes, preempts the County's authority to impose such a requirement on private employers in this context. The proffered covenants provide that the owner shall cause the contractor to pay its workers a Living Hourly Wage and cause subcontracts to include the same Living Hourly Wage rate and "Shall Encourage" tenants of the warehouse, logistics, distribution and industrial space within the property to pay its employees a minimum Living Hourly Wage rate. The proffered covenants provide that the "owners" will cause tenants and contractors to hire at least 25% of their employees from certain zip codes within Commission Districts 8 and 9, except where such employment is not attained after "diligent, good faith efforts".

The annual assessment that funds the proposed Community Benefits may also have a limited enforceability with respect to collection, particularly against future owners.

In addition, the covenants currently designate the South Florida Workforce Investment Board (doing business as CareerSource South Florida) as the Community Benefits Program Administrator and as having responsibilities of enforcing the living wages, local hiring and Community Benefits Program commitments of the covenants. The covenants further outline that enforcement of these commitments will be through the filing of an action against any party or person violating or attempting to violate the commitments. CareerSource is a governmental entity and is administered by the County. Hence, it is subject to the same preemption as the County as

to living wage requirements and the same concerns as to enforceability of the community benefits commitments.

CareerSource's ability to effectively manage the above referenced claims process may be compromised if funds provided through this assessment become unavailable over time, and the outcome of actions raised through these filing cannot be asserted through nor guaranteed by the County now or in the future.

In addition, the covenants commit to submitting reports regarding the proffered local hiring commitments to the Miami-Dade County Small Business Development (SBD) division of the Internal Services Department. It should be noted, however, that any reports received will not be actionable by the County.

Furthermore, it should be noted that the covenants include language in Paragraph No. 4, Hiring, acknowledging commitment to the hiring commitments contained in Exhibit D but do not include such recognition for the living wages and Community Benefits Program commitments.

2) Question Regarding Environmentally Endangered Lands

Issue Summary: The applicant has proffered language in the Declaration of Restrictions that would propose ongoing donation to the County's Environmentally Endangered Lands (EEL) program through an annual assessment. At the October 18 hearing, the applicant voluntarily proffered purchasing land for donation to the EEL program in addition to the ongoing donation.

Response:
The offer to purchase acreage in an amount equivalent to the proposed application area for donation to the EEL program does not provide preservation equivalent to the impact created by the movement of the UDB and sends the message that this County is willing to sacrifice smart growth. The applicants' "October 2022 Application Updates" report increases this proffer to double the original acreage (from 311 to 622 acres). Even at double or triple that amount, need cannot be met through unrelated proffers. Exhibit E in the applicant's Declaration of Restrictions depicts the EEL lands that they have identified as eligible for acquisition; however, there is limited development potential in this area since much of these lands are already designated for environmental protection and are already in public ownership. As such, the "preservation" benefit conveyed by the acquisition of these properties is negligible in the context of this UDB application as their development potential is already limited by their remote location and existing land use designations.

As discussed below in Question 9, the applicant has provided an erroneous analysis of industrial land needs in the County, providing a methodology that artificially projects an upward trend in e-commerce demand without normalization. It builds on a boom in this market that began in 2014, a trend that is presently experiencing a downward correction as evidenced by headlines of cancelled warehousing deals nationwide. Especially in this climate, the opening of such a sizeable greenfield alternative for industrial development will undermine the development of industry in existing neighborhoods seeking to become job centers. This is particularly acute along our transit

corridors, where the County has so carefully and deliberately legislated opportunities for future infill development in locations that bring together our shared goals for improved mobility. No amount of EEL land can address the fact that the need for nearly 400 acres of new industrial land has not been demonstrated.

The map below illustrates that the majority of the project's proposed EEL acquisition lands are now designated as Environmental Protection in the CDMP. As per the CDMP, "these lands are characteristically high-quality marshes, swamps and wet prairies, and are not suitable for urban or agricultural development" (CDMP P. I-78). Development potential for this area is restricted to rural residences at a maximum density of 1 dwelling unit per 5 acres, except where lower densities are required to protect water supply and ecosystem integrity.

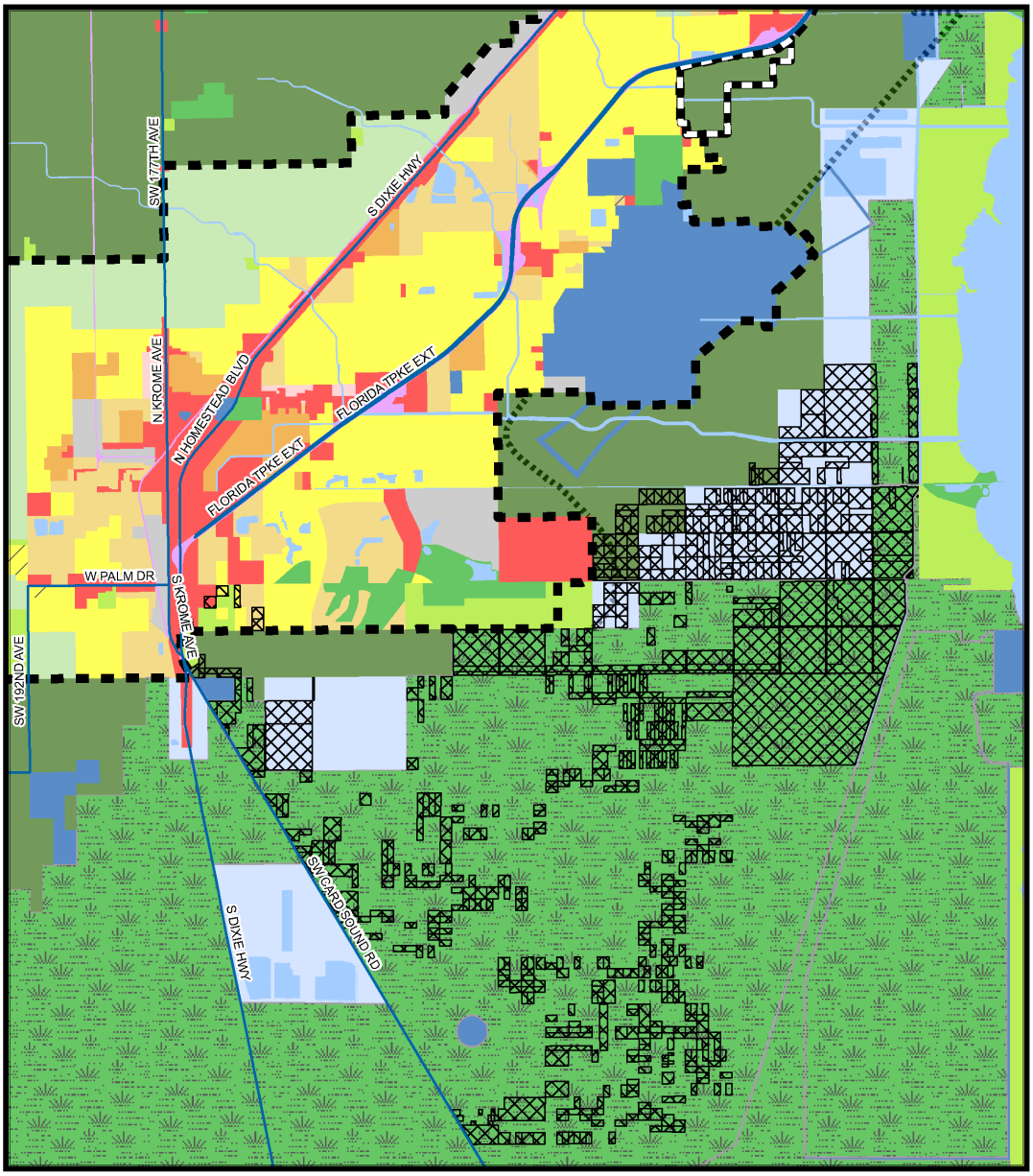
Smaller portions of the EEL acquisition area are designated as Open Land Sub-area 5, where future uses which may be considered for approval include seasonal agriculture, limestone quarrying and ancillary uses, compatible institutional uses, public facilities, utility facilities, and communications facilities, recreational uses and rural residences at a maximum density of 1 dwelling unit per 5 acres. Uses that could compromise groundwater quality shall not occur within three miles of Biscayne Bay. A very small portion of this acquisition area is designated "Agriculture" allowing agriculture, agriculture-related uses rural residences at 1 dwelling unit per 5 acres.

At the October 18 Board hearing, questions were raised regarding the nature of the parcels being offered by the applicants. While the specific character and quality of each individual parcel cannot be addressed in this limited timeframe, the lands on the EEL "A" Acquisition list within the Friends of the Everglades area, the South Dade Wetlands and the Model Lands basin were included as environmentally important lands due to their inherent value in Everglades restoration, bay restoration, protection against saltwater intrusion, aquifer recharge and the ecological benefits of wetland habitat. These lands were added to the EEL acquisition list under the following BCC resolutions:

R-518-93, 04/27/93--Priority A List: C-111, Model Land Basin
R-1660-93, 12/14/93--Priority A List: Model Land Addition
R-692-00, 07/06/00--Priority A List: Friends of the Everglades

Currently the EEL program manages approximately 28,000 acres of environmental land consisting of various habitat types including freshwater wetlands, coastal wetlands, pine rockland and other important upland hammock and scrub habitat. Based on the current budget year evaluation, there are approximately 34,000 acres of private land remaining on EEL's acquisition list that are yet to be purchased. Although, the price of acquisition changes based on some market fluctuations and varies between parcels, an analysis of recent acquisition costs since 2009 identified that lands in this area have been purchased by the EEL program from a low of $2,000 to a high of $15,000 (approximate) per acre.

SDLTD EEL ACQUISITION AREA
CDMP20210003



APPLICATION AREA
SDLTD EEL ACQUISITION AREA PROPERTIES
ESTATE DENSITY (EDR) 1-2.5 DU/AC
LOW DENSITY (LDR) 2.5-6 DU/AC
LOW DENSITY W/ DENSITY INCREASE 1
LOW-MEDIUM DENSITY (LMDR) 6-13 DU/AC
LOW-MEDIUM DENSITY W/ DENSITY INCREASE 1
MEDIUM DENSITY (MDR) 13-25 DU/AC
INDUSTRIAL AND OFFICE
BUSINESS AND OFFICE
OFFICE/RESIDENTIAL
INSTITUTIONS, UTILITIES AND COMMUNICATION
PARKS AND RECREATION
AGRICULTURE
OPEN LAND
ENVIRONMENTAL PROTECTION
ENVIRONMENTALLY PROTECTED PARKS
WATER
TRANSPORTATION (ROW, RAIL, METRORAIL, ETC.)
URBAN EXPANSION AREA (UEA)
URBAN DEVELOPMEN BOUNDARY (UDB)

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Miles

It is important to note that purchases to the EEL program are not made directly by the County rather through a third party nonprofit, the Nature Conservancy. Purchases made through this organization are generally negotiated below appraised value. Competing with private developers for these same parcels where there is presently no significant competition is likely to artificially increase prices for this land outside the UDB.

3) Question Regarding Alternative Development Scenarios

Issue Summary: At the October 18, 2022, Board of County Commissioners meeting, the Applicants stated that under the current land use and zoning designations, the site could be developed with a packing house(s) or utilized for truck parking, suggesting these uses could have significant environmental impacts particularly through the use of septic tanks.

Response: The following provides information on what would be allowed if the site were to be developed as noted by the applicant.

Truck Parking
Commercial truck parking is not an allowed use on the application site. Under the zoning code provisions for AU Agricultural District (Sec 33.279.3(6)(a)(i)), distribution vehicles associated with an agricultural use (and vehicles ancillary to agricultural production) are allowed at a ratio of 0.4 vehicles per gross acre. In addition, the code requires that distribution vehicles can only transport agricultural products produced by the property on which they are stored. Under these provisions, a total of **152** distribution vehicles could be stored within the total development area of **379** gross acres in conjunction with an agricultural use. Additional allowances could be attained through the aggregation of parcels, but this too would be predicated on an agricultural use (as the allowance is intended not as a stand-alone use but only in support of agriculture).

Packing House Size
The CDMP allows for packing houses and other uses supportive of agriculture in the "Agriculture" designated areas, including the application site: "Uses ancillary to and directly supportive of agriculture are defined as those uses related to preserving, processing, packaging or selling of agricultural products from Florida". The maximum allowable non-residential development intensity outside the UDB is a 0.5 FAR. While a hypothetical maximum allowance over the totality of the application area for a packing house could theoretically number in the millions of square feet, it is unlikely that a market would be available for a packing house of this size.

According to the Miami-Dade Agricultural Manager, the largest packing houses are inside the UDB, however most packing houses serving the local industry in Miami-Dade are under 20,000 square feet. The largest packing houses are from 150,000 to 278,000 square feet and an analysis of sizes of tropical fruit packing houses in Miami-Dade with data provided by University of Florida (UF/IFAS) (2017), revealed an average size of **43,000** square feet.

Wastewater Treatment at Packing House
A packing house located outside of the UDB would be required to have sewage treatment (not a septic tank) based on the type of crop being processed. If the proposed project does not connect to a public sanitary sewer, the Florida Department Environmental Protection would determine if

the packinghouse process wastewater is industrial or commercial in nature and what type of sewage treatment system would be required. The packinghouse would be served by an onsite sewage treatment and disposal system built to new County standards for the bathrooms and any process wastewater would require a sewage treatment system. Brooks Tropicals packing house, the largest packinghouse located outside the UDB, has a sewage treatment plant.

4) Question Regarding Agricultural Contamination

Issue Summary: Contamination on the application site has been discussed at the three public hearings. The applicant has provided information regarding said contamination.

Response: While removal or excavation of contaminated soils has been discussed at length at the hearings, this form of remediation is not always required and is not being proposed by the applicants. The cost estimate provided by the applicants (in their October 27,2022 memo) is based on using an engineered cap. Capping requires the creation of a physical barrier on top of the contaminated soils to prevent direct exposure. It is to be noted that, in addition to clean fill, physical structures such as buildings and paved parking lots are physical barriers that offer equivalent protection to clean fill. Additionally, for parcels 30-6925-000-0160, -0060, and -0180 and 30-6925-000-0163 and 30-6925-000-0144 the documented soil contaminant concentrations are below the levels that would require capping to address exposure concerns based on the proposed development (i.e., commercial/industrial); capping would be required in areas with groundwater impacts only. It should be further noted that clean fill, which accounts for almost all of the cost assessment associated with the applicant's stated remediation, would be required to meet elevation requirements in the area whether or not contamination was present. Therefore, based on the available site assessment data and the proposed development infrastructure, no additional cost to the applicants can be attributed at this time to the presence of contamination and related remediation.

As stated at the October 18, 2022, hearing, the County does not fund remediation on private property, nor does County tax revenue fund remediation incentives. Based on statements made at the previous meetings, the Applicant intends on applying for a Brownfield designation. If Brownfield designation is approved, it would allow for State funds to be expended to remediate the contamination.

It should be noted that, based on newly adopted Florida Statutes s.403.182(11), the Florida Department of Environmental Protection (FDEP) has exclusive jurisdiction for setting standards or procedures for evaluating land currently classified as agricultural. Therefore, DERM cannot provide regulatory review with respect to potential contamination for the parcels in the application area currently designated for agricultural land uses.

The Applicant submitted a Phase 2 Environmental Site Assessment Report that evaluated six parcels that are primarily classified as agricultural use. The report discloses soil and groundwater contamination consisting of arsenic manganese, nitrate, iron, and dieldrin, when compared to the applicable Cleanup Target Levels promulgated in Chapter 62-777, FAC. These chemicals may also be found in non-agricultural sites.

The Applicant has provided limited soil and groundwater data for approximately 111 of the 379 acres (approximately 29%) of the proposed SDLTD project area. The limited data submitted has documented soil and groundwater contamination per the applicable Code or State regulations. A limited soil and groundwater assessment was also conducted (by others) for the Phase 1 FPL parcel (Folio 3060300000120), which is not currently classified as agricultural land use, in support of development/construction. The assessment indicated arsenic and dieldrin contamination in soils and nitrate and dieldrin contamination in groundwater. The full scope of groundwater impacts has not been determined by the limited assessment provided to date. Additional assessment for this parcel will be required, and any future development on this parcel would require remediation and a Contaminated Soil Management Plan. Therefore, (inclusive of the FPL parcel) limited soil and groundwater data has been collected for approximately 145 of the 379 acres (approximately 38%) of the proposed SDLTD project area.

Page 2 of the Applicant's October 27, 2022 stated remediation cost raises a number of questionable assertions around potential public costs for remediation if the parcels were to be used for environmental purposes. These assertions may not have any basis in published plans around BBSEER. It also assumes the need for excavation to 3 feet, yet no data has been provided with respect to contamination on the site for any depth below 2 feet. The value of the Applicant's property as represented in this cost estimate also seems to assume an enhanced market value. The Property Appraiser's present value per acre averaged across the application site is approximately $54K/acre or approximately $21 million for 400 acres; the Applicant's assertion that the price to purchase the land for environmental purposes would be $117 million seems to assume urbanization and therefore an enhanced market value.

5) Question Regarding Countywide Policy Changes to the Coastal High Hazard Area

Issue Summary: The application has raised questions regarding changes to County Coastal Management policy that would apply to future applications outside the boundaries of the application area.

Response: This application is proposing an unprecedented policy change to the County's Coastal Management Element that would potentially allow more development within the Coastal High Hazard Area (CHHA) countywide. This state's recent experience with Hurricane Ian underscores the threat posed by storm surge. This change applies to the entire Coastal High Hazard Area and is not confined to the application area, allowing more infrastructure to be built in the CHHA at an unknown long-term operations and maintenance cost to the County, as well as unknown risk.

These proposed text changes to Policy CM-9A are contrary to the County's policy of discouraging additional development and future infrastructure investments in the CHHA, and both changes apply Countywide beyond the confines of this particular application.

The applicant proposes amending the policy to allow new non-residential development by incorporating mitigation strategies, such as raising the finished floor elevation of structures and the average finished grade elevation of the site, so that the development is raised above the elevation of the Category 1 storm surge event as established by the Sea, Lake, and Overland Surges from Hurricanes (SLOSH) model. The Miami-Dade County Office of Emergency

Management (OEM), however, has indicated that the inclusion of a property in the CHHA does not consider building elevation. According to the OEM, the property, even if elevated, is still located within the CHHA and will continue to be considered an evacuation zone. County staff has noted other issues with this proposed policy change as outlined in prior staff reports.

The applicant has proposed limiting this allowance to lands that obtain a Special District future land use designation; however, that does not limit this change to this application only and it is uncertain what lands may obtain Special District designation in the future. The change would specifically benefit this application, but if adopted, would apply to any proposed non-residential development within the County's CHHA that is within a Special District and thereby still encourages urban development in inappropriate locations.

6) Question Regarding Impacts to BBSEER

Issue Summary: The application has raised questions about potential impacts to the BBSEER study area that would remove the possibility of using this area for Biscayne Bay restoration.

Response: Approval of the application could foreclose options for successfully accomplishing objectives of the Biscayne Bay and Southern Everglades Ecosystem Restoration (BBSEER) project. On October 14, 2022, the Office of Everglades Restoration Initiatives with the United States Department of Interior sent an updated letter continuing to express concerns with this proposed application and impacts to BBSEER efforts.

As stated in the DERM review of CDMP2021003, dated September 8, 2022, the application is within an area that is currently being evaluated for potential restoration under the Comprehensive Everglades Restoration Plan's (CERP) Biscayne Bay Southeast Everglades Restoration planning project (BBSEER) by the U.S. Army Corps and the South Florida Water Management District. Below are some points that need to be noted:

- BBSEER planning project has divided the County into different study basins based on the particular canal that traverses that study area;

- Different canals have different discharge points along Biscayne Bay;

- One of the main purposes of the BBSEER planning project is to improve quantity, timing, and distribution of water to restore freshwater and coastal wetlands as well as nearshore subtidal areas, including mangrove and seagrass area discharges. These proposed improvements ultimately will help restore Biscayne Bay;

- The CDMP application is adjacent to the C-102 canal and is within the C-102 BBSEER study area. Allowing these properties to be developed removes them from the C-102 BBSEER study area as a practical matter because CERP would not be able to utilize these currently unfilled areas within the C-102 basin for restoration purposes;

- Allowing these properties to be developed also removes the possibility of utilizing this portion of the C-102 basin for Biscayne Bay restoration under any other restoration

purposes other than CERP. The County, under its own authority, might lose an opportunity to restore Biscayne Bay in this area, as would CERP, if this area is filled and developed;

- While the acquisition of EEL properties may be an important component of CERP, the donation of lands to the EEL program for this application are not critical to the success of CERP because any of the remaining undeveloped lands currently in private ownership in these other basins would be purchased by the agencies responsible for the BBSEER project anyway if the Army Corps determines those private lands would be necessary for restoration.

The application has not addressed how it is consistent with the CERP study area and the BBSEER project and how the proposed development would further LU-3. Policy LU-3 states: "Miami-Dade County continues to support the Comprehensive Everglades Restoration Plan (CERP), and related regional and local habitat restoration and preservation initiatives through its development review processes and long-range land planning initiatives." Miami-Dade County has committed significant resources to CERP and CERP restoration projects including BBSEER.

DERM, the County's Office of Resilience, the South Florida Water Management District, and the South Florida Regional Planning Council have all raised concerns regarding the project and potential BBSEER impacts, in addition to the US Department of the Interior.

7) Question Regarding FPL Property

Issue Summary: At the September 22, 2022 hearing before the Board of County Commissioners, the applicants proffered to remove 76 acres of land owned by Florida Power and Light (FPL) land from the proposed Special District Area and requested a deferral on a final vote on the application in order to submit that proposal with applicable supporting materials.

Response: As of the date of this report, October 28, 2022, no submittal has been made that removes the FPL property from the application. Had this removal been proffered, the application size would have been reduced by ±76 gross acres and ±74.33 net acres. The "October 2022 Application Updates" report indicates that the FPL property will remain within the application site.

8) Question Regarding Proposed Development Program

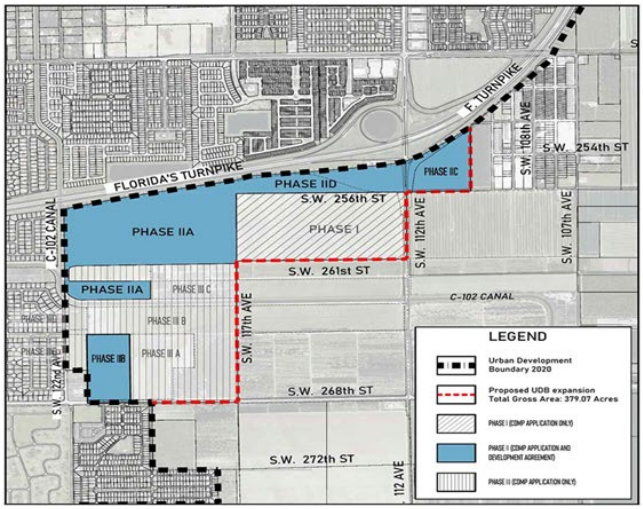
Issue Summary: Policy LU-8H of the CDMP states that a zoning application must be filed concurrently with the CDMP Land Use Plan map amendment. The applicant submitted Zoning applications that only apply to a portion of the application site area.

Response: While the CDMP application area consists of ±379 gross acres (±311.01 net acres), only ±165 gross acres are proposed for rezoning (Phase II only). Of that area, only ±106 gross acres have a site plan submitted (Phase IIA only). The remaining ±214 gross acres have no rezoning proposal (Phases I & III).

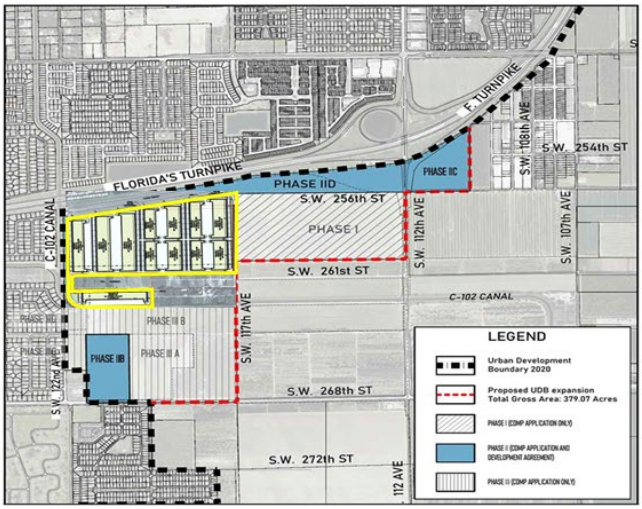
The applicants' "October 2022 Application Updates" report submittal provides a conceptual layout for the entire site with the acknowledgement that they have not submitted formal plans. Presentation of the conceptual layout does not bind the applicants because it is not incorporated into either the special district text or the covenants.

CDMP Application Area (Phases I, II & III)	Zoning Applications Area (Phase II only) **43.5% of CDMP Application Area**	Site Plan Submitted (Phase IIA) **28% of CDMP Application Area**	Site Plan Submitted (Phase IIA) **64% of Zoning Applications Area**
379 Acres (Phase II shaded in blue; Phase 1 & 3 in crosshatch)	**165 Acres** (Phase II shaded in Blue)	**106 Acres** (Yellow outlined area in plan below)	**106 Acres** (Yellow outlined area in plan below)

CDMP Application area and Zoning Applications Area



Site Plan, 106 gross acres, within CDMP Application Area



9) Question Regarding Industrial Land Supply and Demand

<u>Issue Summary:</u> Questions regarding the availability of vacant industrial land, when the available land will be depleted, and the County's industrial land capacity analysis have been raised at each of the Board's hearings on the application. The applicants have presented an alternative methodology to the County's established industrial land capacity analysis methodology and by letter dated October 18, 2022 and "October 2022 Application Updates" report submitted their latest update to their alternative analysis.

<u>Response</u>: The applicants' alternate analysis includes errors that skew the results towards significantly greater projected demand for and an early depletion year of industrial land, and correction of those errors would yield the conclusion that there is currently adequate industrial land capacity in the County, as discussed in detail below. On the other hand, Staff's long established and professionally accepted methodology utilizes 20 years of data since it generates long-term projections, currently to year 2040, and operates to avoid County policy from overreacting to industry bubbles or busts. Staff's analysis has determined there are adequate industrial acres inside the UDB to accommodate projected industrial growth and development beyond the year 2040.

The applicants in a 2022 Needs Analysis report quoted Section 163.3177(1)(f)2, Florida Statutes which requires that data must be taken from professionally accepted sources and that:

> "…The application of a methodology utilized in data collection or whether a particular methodology is professionally accepted may be evaluated. **However, the evaluation may not include whether one accepted methodology is better than another..."**

The following evaluation critically examines the application of the applicants' alternative methodology rather than the methodology itself, followed by some reasons why staff would not employ the applicants' alternative methodology. The applicants further assert in their "October 2022 Application Updates" report that the staff analysis is defective in that it omits 2 years (2011 and 2012) of data. This assertion is inaccurate; the staff analysis contains no such omission.

In the letter dated October 18, 2022 and their "October 2022 Application Updates" report, the applicants claim that according to CBRE (Coldwell Banker Richard Ellis; a major commercial real estate firm), there were 1,300 vacant acres of industrial land available in sites greater than 10 acres in Miami-Dade County as of October 31, 2021. In the applicants' methodology attached to the letter and the "October 2022 Application Updates" report, as described below, this acreage value was used in error. Staff has field verified that as of May 2022, there were 2,232 acres of vacant industrial land in Miami-Dade County[1].

First, there were two mistakes in the applicant's calculations, one minor and one major.

1. The minor error was in estimating total absorption of industrial square feet between November 2021 and September 2022. According to - Note-(a) in the table attached to the applicants' October 18th letter, the net absorption reported for 2022 was projected for the entire year based on three quarters of data from Costar. A review of the Costar data online confirms this. The applicants, in adding two months of 2021 absorption to the 2022 value were actually counting 14 months of absorption. Therefore, to correct this overstatement of absorption the applicants should have subtracted three months of absorption, October, November, and December from the 2022 capacity.

2. The second error was far more significant. As noted above, the applicants claim there are 1,300 acres of vacant industrial land of sites greater than 10 acres in the County as of October 2021. In extracting net absorption from Costar, the applicants used net absorption for all site sizes – those greater than and less than 10 acres. This inflated the value of

[1] Industrial land is either land that is currently in-use with industrial activity or land that is undeveloped and can be used for future industrial activity. In the current County methodology, the only relevant distinction is: is the land currently in use or does it represent future potential use. It is not for convenience that the methodology ignores the transactional status of a site. That a site is not for sale or is the subject of a proposal, does not make it "in current use." It remains in future supply until it can reliably be concluded that it is committed to one and only one use. Based on professional experience and judgement, the current methodology uses the commencement of vertical construction as this threshold. The alternative proposed by the applicants, that land must be available in the marketplace to all developers or brokers to be considered future capacity, is not appropriate. For example, if there were 2,000 acres of vacant industrial land, but none were available for sale to just one individual developer, then in evaluating that developer's proposal, the land supply would be entirely depleted. The 2,000 acres could represent nearly 33 million square feet of future industrial supply at a 0.375 floor-area ratio (based on CBRE data), and yet for the purpose of one particular application, future capacity would be zero. The more-likely scenario is one in which an applicants would want staff to reject only some of the sites that are not available to that particular applicant until there is less than a 10-year supply and then declare the UDB must be moved. This would clearly be contrary to principles of sound planning and growth management.

average net absorption by over 100% for the last 20 years. The correct value, according to Costar, on sites greater than 10 acres was 1,332,536 square feet (sq. ft.) compared to 2,880,369 square feet calculated by the applicants for all site sizes.

Correcting for the applicants' mistakes and still employing their alternate methodology, the actual calculation for the number of remaining years of capacity is 15.5 years of capacity countywide using the 20-year average net absorption rate, and 10.2 years using the 10-year average absorption rate. These values were both more than three-times the applicants' calculation. This result was calculated as follows:

3,404,918 sq. ft. [net absorption from October 2021 to September 2022] ÷ 0.375 FAR ÷ 43,560 sq. ft./acre = 208.4 acres absorbed in the last 12 months

1,300 acres - 208.4 acres = 1,091.6 vacant acres remaining in Sept 2022

1,091.6 acres X 43,560 sq. ft./Acre X 0.375 FAR = 17,830,582 sq. ft. ÷ 1,153,975 sq. ft. [20-year average absorption] = **15.5 years of remaining capacity**

1,091.6 acres X 43,560 sq. ft./Acre X 0.375 FAR = 17,830,582 SF ÷ 1,743,266 sq. ft. [10-year average absorption] = **10.2 years of remaining capacity**

In conclusion, if staff were to use the applicants' methodology with the mistakes corrected as above discussed, the result would be 10.2 to 15.5 years of capacity countywide. While this is a much shorter depletion period than under the County's methodology, this would still demonstrate that even using the applicants' preferred methodology, there is adequate industrial capacity inside the UDB at this time – therefore, no need for this amendment to the UDB.

There are reasons why staff does not utilize a methodology like the applicants' that is based on the net absorption of square feet of development to estimate projected demand. First, the absorbed square footage reported in Costar over the years came from a combination of:

1. Vacant space in already developed buildings
2. Previously developed industrial sites that were redeveloped
3. Land that was converted to industrial from some other use, and,
4. Vacant industrial land.

The first three sources would not result in the absorption of any vacant industrial land. Therefore, the actual amount of land required to achieve the net absorption rates would be lower and could be much lower than the acres of land needed as calculated in the applicants' methodology that combines all three as though they occurred on vacant land.

The staff methodology focuses directly on tracking capacity measured by acres of land. This avoids the problems noted above about using Costar absorption data, but the method is still susceptible to accidently capturing land that was converted to another land use from industrial or to industrial from another land use. Because of the frequency of these conversions in and out of the industrial land supply, **the loss of vacant acreage is not used to estimate demand for industrial activity.** The following is a summary of the staff methodology for the calculation of industrial land depletion.

Demand

1. A projection of countywide employment by industry out to 2040, incorporating the official County population projection and using the Regional Economic Model-, Inc (REMI) -.

   REMI => Projected growth of Industrial Employment through 2040
   = 328,119 workers [2040]

2. Using the amount of "in-use" industrial land and industrial employment, the historical countywide ratio of acres per worker is calculated.

   Average [Annual Industrial Acres Countywide [20-years] ÷ Annual Industrial Employment Countywide [20-years]] = Acres per Industrial Worker = 0.0463 acres

3. This ratio from (2) is applied to the employment projections to project the expected countywide demand for industrial acreage in 2040. (Note, this demand is based on economic trends independently of any land trends.)

   Acres/Industrial Worker X Industrial Employment Projection = ***Countywide Demand for Industrial Acreage in 2040***
   = 0.0463 acres/worker X 328,119 workers = 15,192 total acres demanded in 2040

4. The difference between the future (2040) and current (2022) in-use industrial land is the Countywide demand for industrial acreage. This 18-year demand is then annualized by dividing by the number of years. The result is the Annual Future Countywide Absorption Rate.

   (2040 Acreage – 2022 Acreage) ÷ Difference in Years = Future Countywide Annual Absorption Rate
   (15,192 – 13,825) ÷ 18 = ***75.94 acres/year***

Absorption and Allocation

5. The annual countywide future absorption rate for industrial acreage is than allocated to each Minor Statistical Area (MSA) and Planning Analysis Tier (Tier) based on their share of "in use" industrial land growth for the previous 20 years.

   Annual Countywide Future Absorption Rate X (Growth in MSA/Tier of In-Use Industrial Land ÷ Growth of Countywide In-Use Industrial Land)
   = Projected Annual ***Absorption rate*** *for Industrial Acreage for the MSA or Tier*
   For the South Tier = 75.94 acres/year X 7.96% = 6.04 acres/year

6. Finally, the depletion year is calculated for each MSA, Tier and Miami-Dade County.

   Verified MSA Supply of Vacant Industrial Land ÷ Annual MSA/Tier/County Absorption Rate
   = Remaining Years of Supply in the MSA/Tier/County
   For the County = 2,232 ÷ 75.94 = 29 years
   For the South Tier = 550 ÷ 6.04 = 91 years

In the above calculations, 20-years of data are used since the projection is for a twenty-year period. This prevents County policy from overreacting to industry bubbles or busts. Note, if an MSA that has had no vacant industrial land and begins to experience the conversion of other lands to industrial (or the opposite), or it has had long-term vacant industrial lands that begin to be developed, it will begin to capture more (or less) of the future demand. In this way, the method is appropriately adjusting to ever-changing market conditions, but incrementally. Finally, this methodology does not incorporate subjective inputs from staff redirecting development to one

area of the County or another. Any redirecting of the demand would be a result of land use and zoning changes or private market activity.

EXHIBIT 2

ADDITIONAL ITEMS
2021 OUT-OF-CYCLE APPLICATION NO. CDMP20210003
TO AMEND THE COMPREHENSIVE DEVELOPMENT MASTER PLAN
(Consisting of materials submitted from September 22, 2022 through October 27, 2022)

ITEMS	PAGE NO.
Letter from Applicants dated September 30, 2022 Providing a Clarification Statement on Agrichemicals and Soils, Received October 6, 2022*	A-1
Mayor's Memo dated October 17, 2022 Regarding the Application, Received October 17, 2022	A-17
Letter from the US Department of the Interior, Office of Everglades Restoration Initiatives, dated October 14, 2022, Regarding BBSEER, Received October 17, 2022	A-21
Letter from Applicants dated October 18, 2022 Regarding Industrial Land Depletion, Received October 18, 2022	A-23
Revised Survey of Application Site, Received October 20, 2022	A-27
Letter from Applicants dated October 24, 2022 Regarding Technical Revision of Text Amendment to LU-8H, Received October 24, 2022	A-33
Declarations of Restrictions for Phases IIA, IIB, IIC, and IID, Received October 25, 2022	A-35
Email from Ed A. Swakon dated October 25, 2022 in Response to Letter from the US Department of the Interior, Received October 27, 2022	A-123
Email from US Department of the Interior, Office of Everglades Restoration Initiatives in Response to Ed A. Swakon, dated October 26, 2022	A-127
Memorandum from Applicant dated October 27, 2022 Regarding Estimated of Cost to Remediate Site Contamination, Received October 27, 2022	A-129
Report from the Applicants dated October 2022 Regarding Issues Discussed at the October 18, 2022 Board of County Commissioners Meeting, Received October 28, 2022	A-131

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

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

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

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RECEIVED 10-6-2022
Planning Division

*Excerpted pages. Full report available at:
https://www.miamidade.gov/planning/cdmp-amendment-cycles.asp#may2021

September 30, 2022

VIA ELECTRONIC SUBMITTAL

Christine Velazquez, Division Chief
Code Coordination and Environmental Initiatives
Miami-Dade Department of Regulatory and Economic Resources
Division of Environmental Resources Management (DERM)
701 NW 1st Court, 4th floor
Miami, Florida 33136

RE: South Dade Logistics and Technology District ("SDLTD") – Clarification Statement on Agrichemicals and Soils

Dear Ms. Velazquez:

At the September 22, 2022, Board of County Commissioners hearing regarding the South Dade Logistics and Technology District ("SDLTD"), there was discussion regarding the status of soil within the proposed District land. The attached "Clarification Statement" prepared by Langan Engineering is intended to supplement the District's approved Conceptual Stormwater Master Plan on this topic.

As noted on the attached statement, test data collected on adjacent land indicated levels of arsenic above the residential soil clean up target levels. Given the historic agriculture use of the District land, our team expects to see very similar levels of agrichemicals throughout the entire SDLTD. The Conceptual Stormwater Master Plan states that additional soil and groundwater testing will need to take place at the time of development.

The Conceptual Stormwater Master Plan anticipates, based on the testing that has been done to date, that there will be arsenic above the residential soil clean up target level in land throughout the SDLTD, as well pockets of groundwater contamination. The stormwater system contemplated by the Master Plan has been designed with these expected conditions in mind. Our engineers remain confident that a traditional stormwater management system for commercial/industrial development can be properly developed within the District.

We also wish to address the following items discussed at the Board of County Commissioners September 22, 2022 hearing related to this matter:

- Mr. Bercow stated that the Phase II ESA shows the site to be contaminated with arsenic, and acknowledged that we have not yet submitted this report into the record. He offered to submit the report into the record subsequent to the hearing. A copy of the Phase II ESA is attached to this letter.

- Mr. Hevia stated that the Phase II levels of contamination exceeded commercial levels. This statement is correct as it applies to groundwater.

- Commissioner Sosa remarked on the extent of arsenic contamination and stated that the applicant will have to pay for cleanup. When SDLTD is developed, the developers will be responsible for remediation of the contaminants exceeding the soil and groundwater cleanup target levels.

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

Sincerely,

Graham Penn

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

LANGAN

Technical Memorandum

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

To: Jeffrey Bercow, Juan Mayol, and Graham Penn

From: Michael Carr, PE, LEED AP

Info: John Hall, PE
Jose Hevia

Date: 28 September 2022

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

The purpose of this technical memorandum is to provide clarification of certain statements contained in the Conceptual Stormwater Management Master Plan, last revised 29 August 2022 (Conceptual SWMP).

The primary purpose of the Environmental Investigation Section in the Conceptual SWMP was to explain that based on the known contamination within the development area, we anticipated that it would be feasible to implement traditional stormwater management practices in connection with the proposed development of the application area. We stated that *"[t]he objective of the soil and groundwater quality evaluation is to assess the impacts of historical agricultural land uses on future stormwater management through exfiltration trenches and swales."* Likewise, the Section stated that *"[t]he soil and groundwater data obtained to date does not indicate widespread contamination from agricultural use at the site"* to indicate that while there is contamination associated with the historical use of agrichemicals throughout the application area, the implementation of a traditional stormwater management system to serve the development of the area is feasible. This statement did not indicate or imply that contamination associated with the historical use of agrichemicals was not found.

The Conceptual SWMP clearly stated that additional soil and groundwater data would be required at the time of development to facilitate the final design and approvals through Miami-Dade County. Based on the data collected to date, we fully anticipate finding levels of arsenic above the residential soil clean up target level throughout the application area, including pockets of groundwater contamination. Therefore, as required and discussed in the Conceptual SWMP, in the event that contamination is found in certain areas that would compromise the use of those areas for drainage structures or stormwater retention, other stormwater best management practices will be implemented in those areas.

We are confident that we can design a stormwater management system for the application area in accordance with the Conceptual SWMP and all applicable regulations. Our conclusion is grounded and informed by our recent experience in designing a stormwater management system for a large portion of the former application area's Phase I, which DERM reviewed under South

Dade Assemblage (HWR-1148). While the approximately 82 acre parcel is no longer part of the CDMP amendment application, it has similar environmental conditions as the rest of the current application area. We were well on our way towards obtaining DERM's approval of a stormwater management system that avoided the documented groundwater contamination and provided engineering controls to cap the contaminated soils throughout the parcel. We anticipate that we will find similar conditions in the rest of the application area as those encountered in the South Dade Assemblage (former Phase I).

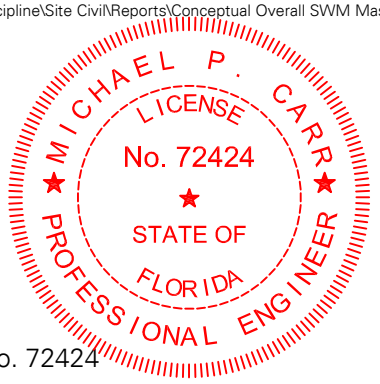
In summary, the environmental data obtained to date indicates there is contamination throughout the application area associated with the historical use of agrichemicals. However, in our professional opinion, the contamination in both the soil and groundwater would not preclude the design and implementation of a traditional stormwater management system for commercial/industrial development.

If you have any further questions please do not hesitate to contact me.

FBPE Registry No. 6601
\\langan.com\data\FTL\data6\330078601\Project Data_Discipline\Site Civil\Reports\Conceptual Overall SWM Master Plan\Narrative Report\2022-09-29 SWM Master Plan Clarification.docx

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

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



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

LANGAN

Technical Excellence
Practical Experience
Client Responsiveness

29 June 2021

Adam Vaisman, Direction of Acquisition
Butters Acquisitions, LLC
6820 Lyons Technology Circle, Suite 100
Coconut Creek, Florida 33073

RE: Phase II Environmental Site Assessment
Diaz Farms
11671 SW 261st Street
Homestead, Florida
Langan Project No.: 300275505

Dear Mr. Vaisman:
Langan Engineering and Environmental Services, Inc. has prepared this Phase II Environmental Site Assessment (ESA) report for Butters Acquisitions, LLC (client) for the Diaz Farms Parcels located at 11671 SW 261st Street, Homestead, Florida (site or property). Langan conducted this soil and groundwater assessment in accordance with the scope of services, dated 8 April 2021 and authorized on 28 April 2021. **Figure 1** is a Site Location Map.

SITE DESCRIPTION

The property is located in an agricultural area of Homestead in the vicinity of Southwest 256th Street and Southwest 117th Avenue. The property consists of five parcels encompassing approximately 97 acres, and listed by the Miami-Dade County Property Appraiser as folio numbers 30-6925-000-0060, 30-6925-000-0160, 30-6925-000-0180, owned by D A P Land Holdings LLC; and folio numbers 30-6925-000-0144 and 30-6925-000-0163, owned by Barry M Brant TRS. Langan understands the client intends to redevelop the property for industrial use, which includes 12 warehouse buildings, stormwater management areas, roads, and parking lots.

The property is currently a tree nursery that grows Washingtonian Palms, Chinese Fan Palms, Spindle Palms, Latania Palms, Coconut Palms, Shady Lady, Coco Trainac trees, and the Gumbo limbo trees. The property contains no structures and has an unimproved road that transects in an east-west direction through parcels 30-6925-000-0060 and 30-6925-000-0160. The property is accessible from Southwest 112nd Avenue to the east.

BACKGROUND

During late 2020 and early 2021, Langan completed a Phase I ESA and limited soil and groundwater assessment as part of a due diligence transaction. The findings from those activities are paraphrased herein, as appropriate. Historical documentation indicates the property to be agricultural land since at least 1940, when the northeastern portion of the property, specifically parcel 30-6030-000-0100 and the east of parcel 30-6925-000-0060 were converted for agricultural purposes. Such agricultural activity might have included the beneficial use of pesticides, herbicides, and fertilizers. The legal application of such regulated substances in the course of standard operating practices does not constitute a release to the environment; however, the redevelopment of historical agricultural land in Miami-Dade County will require soil and groundwater assessment to support construction plan approval through the Miami-Dade County Department of Regulatory and Economic Resources Division of Environmental Resource Management (MDC DERM). Therefore, Langan considered the historical agricultural land use to be a business environmental risk (BER) due to the proposed redevelopment plans.

As part of the Phase I ESA file review, Langan identified on the 1949 aerial a pit or cleared area on parcel 30-6030-000-0120. Also, the Florida Department of Environmental Protection (FDEP) Oculus and MDC DERM databases identified Marie A. Charbonneau, Trust (proposed Florida City Gas Property). The Charbonneau site adjoining the property to the east had documented arsenic impacts in the upper two feet of the soil, and leachable dieldrin impacts from 0.5 to 2 feet (ft.) below land surface (bls). Dieldrin and nitrate were also detected in groundwater samples collected at this off-site location. Considering the site's historical use as an agricultural land, the existing conditions of soil and groundwater adjoining the property; it was Langan's opinion that these off-site impacts represented a BER because they could impact future development and permitting on the subject property.

In December 2020, Langan completed a Limited Soil and Groundwater Assessment to evaluate the use of pesticides, herbicides, and fertilizers for agricultural activities on the soil and groundwater quality at the property. Langan collected six soil and six groundwater samples from evenly distributed locations throughout the property. Langan compared the sample analytical results to the Soil Cleanup Target Levels (SCTL) and the Groundwater Cleanup Target Levels (GCTL) established in Section 24-44, Code of Miami-Dade County (CMDC), and the Miami-Dade County background concentrations established for arsenic in soil and iron in groundwater. Laboratory analysis detected arsenic and dieldrin above SCTLs in the soil samples (LSB-1 through LSB-6) collected from the surface to 0.5 ft. bls and 0.5 ft. bls to limestone interval (~ 2 ft. bls). Dieldrin was detected above the GCTL in one groundwater sample (TMW-2).

SOIL AND GROUNDWATER ASSESSMENT

The objective of this Phase II ESA was to evaluate whether the soil or groundwater at the property have been impacted throughout the property due to the historical land uses and to supplement the limited soil and groundwater assessment conducted in January 2021 for others. The scope of the Phase II ESA is from a due diligence perspective associated with a real estate transaction. The completed soil and groundwater assessment was focused at the site perimeter and in areas of future stormwater management.

Because of the prior agricultural use, an assessment consistent with the Interim Site Assessment Guidance for Former Agricultural Sites in Miami-Dade County (September 16, 2020) would be needed in the future.

Methodology

Langan conducted fieldwork according to the Florida Department of Environmental Protection (FDEP) Standard Operating Procedures (rev. January 2017, eff. April 2018). Langan subcontracted JAEE Environmental Inc. (JAEE) of Davie, Florida, a licensed water well driller, to provide drilling services and Eurofins Xenco, an environmental laboratory certified by the National Environmental Laboratory Accreditation Program, to provide analytical services. Before drilling, Langan initiated and completed a public utility clearance through Sunshine State One-Call. All proposed monitoring wells were permitted with the MDC Department of Health.

Soil Assessment

On 3 May 2021, under Langan oversight, JAEE utilized direct-push technology on a track-mounted Geoprobe™ rig to advance six soil borings (LMW-1 through LMW-6), evenly spaced throughout the site, to collect discrete soil samples and assess the historical agricultural use of the property. **Figure 2** illustrates the boring locations. The direct-push method consisted of advancing a 4-ft-long stainless steel Macrocore sampling rod containing an acetate sleeve into the ground, then retrieving and cutting open the

sleeve to expose the soil. At each boring location, the final sampling depth depended on the depth to the top of limestone, which was encountered at approximately two ft. bls. Langan collected 12 discrete soil samples from the surface to 0.5 ft. bls and from six inches to the top of limestone at two ft. bls.

The generalized soil profile consisted of brown silt, gravel, roots, some sand, trace clay (loamy) to a termination depth of 2 ft. bls, which contained limestone at all locations. **Attachment A** contains the soil boring logs.

Groundwater Assessment

After soil sample collection, Langan oversaw JAEE install monitoring wells (LMW-1 through LMW-6) at each boring location. In addition, on 4 and 5 May 2021, JAEE installed 17 wells (LMW-7 through LMW-23) throughout the property with a focus on the site perimeter and in future exfiltration trench locations. **Figure 2** shows the well locations. Based on the depth to groundwater that ranged from 2.70 (LMW-22) to 4.20 (LMW-14) ft. bls, JAEE installed the wells to a depth of 12 ft. bls, with the exception of LMW-7, which was installed to 11 ft. bls. JAEE constructed the wells with 10 ft. of 1-inch diameter 0.01-inch slotted schedule 40 polyvinyl chloride (PVC) pre-packed well screen threaded to 1.5- or 2-feet of solid PVC riser. JAEE packed each boring annulus space with 20/30 silica sand up to one foot above the top of the screen, followed by fine sand and sealed around the well with neat cement grout. JAEE completed the wells with a 6-inch diameter manhole covers enclosed in a 12"x12" concrete pad. JAEE developed the wells with a centrifugal pump to remove fine-grained particles from the well screen and promote hydraulic communication to the surrounding aquifer.

On 6 and 7 May 2021, Langan collected groundwater samples from wells LMW-7, -8, -9, -10, -15, -16, -21, and -22 and from wells LMW-14, -17, -19, -20, and -23, respectively. Additionally, on 10 May 2021, Langan sampled wells LMW-1, -2, -3, -4, -5, -6, -11, and -18. Wells LMW-12 and LMW-13 were sampled on 11 May 2021. **Figure 2** shows the groundwater monitoring well and sample locations. At each monitoring well and prior to sampling, Langan calculated purge volumes using the formulas on the FDEP groundwater-sampling log. Langan purged the wells with a low-flow peristaltic pump and high-density polyethylene tubing. Langan monitored and recorded the water quality parameters (pH, conductivity, turbidity, dissolved oxygen, and temperature) periodically until the values stabilized within FDEP-acceptable ranges before collecting the groundwater samples. The turbidity did not stabilize to below 20 nephelometric turbidity units (NTUs) at LMW-18 but the other stabilization criteria for the wells were met before the samples were collected. No other anomalies were noted during our groundwater sampling efforts. **Attachment B** contains the monitoring well construction and development logs and **Attachment C** contains the groundwater sampling logs and water quality meter calibration logs.

Langan collected the soil and groundwater samples in containers provided by Xenco, placed the samples in ice-filled coolers, and transported the coolers to the laboratory under chain-of-custody procedures.

Laboratory Analysis

Soil Samples

Langan submitted the discrete soil samples (two per soil boring – total of 12) for analysis of the following parameters:

- Total arsenic, cadmium, chromium, lead, iron, and copper (EPA method 6020);
- Organochlorine pesticides (EPA method 8081); and
- Leachable arsenic and chromium via the synthetic precipitation leaching procedure (SPLP).

Additionally, Langan randomly selected two samples from soil boring LMW-5 (0 to 0.5 ft. bls and 0.5 to

2 ft. bls) for analysis of organophosphorus pesticides by EPA method 8141, chlorinated herbicides by EPA method 8151, and manganese and zinc by EPA method 6020.

Groundwater Samples
Langan instructed Xenco to analyze the 23 groundwater samples for the following parameters:

- Total arsenic, cadmium, chromium, lead, iron, and copper (EPA method 6020);
- Organochlorine pesticides (EPA method 8081); and
- Ammonia, nitrate, and nitrite (EPA method 350 and 353.2).

Additionally, Langan selected 20% (five) groundwater samples (LMW-8, LMW-11, LMW-13, LMW-20, and LMW-23) for analysis of organophosphorus pesticides by EPA method 8141, chlorinated herbicides by EPA method 8151, and manganese and zinc by EPA method 6020.

DATA EVALUATION

Langan compared the analytical data to the SCTL and the GCTL in Section 24-44, CMDC, and reviewed the laboratory reports to confirm that method detection limits (MDLs) did not exceed cleanup target levels, surrogate recoveries were within acceptable limits, and data were properly flagged. The soil and groundwater data were deemed usable for reporting. **Tables 1 and 2** summarizes the soil and groundwater analytical data, respectively. **Attachment D** contains the laboratory analytical reports and chains of custody.

A summary of the soil and groundwater analytical results is provided below.
Soil Impacts
Laboratory analysis indicated the following detections.

Surface to 0.5 ft. bls:

- Arsenic at LMW-1 through LMW-6 at concentrations above the Direct Exposure Residential (DER) SCTL of 2.1 milligrams per kilogram (mg/kg) as follows:
  - LMW-1 (0-0.5") at 8.6 mg/kg;
  - LMW-2 (0-0.5") at 5.1 mg/kg;
  - LMW-3 (0-0.5") at 8.7 mg/kg;
  - LMW-4 (0-0.5") at 7.4 mg/kg;
  - LMW-5 (0-0.5") at 5.6 mg/kg; and
  - LMW-6 (0-0.5") at 9.6 mg/kg.

0.5 to 2 ft. bls (limestone):

- Arsenic at LSB-1 through LSB-6 at concentrations above the DER SCTL of 2.1 mg/kg as follows:
  - LMW-1 (0.5-2') at 9.8 mg/kg;
  - LMW-2 (0.5-2') at 5.8 mg/kg;
  - LMW-3 (0.5-2') at 11 mg/kg;
  - LMW-4 (0.5-2') at 6.1 mg/kg; and
  - LMW-5 (0.5-2') at 9.5 mg/kg.

The detected arsenic concentration in LMW-6 (0.5.-2') was equal to the Direct Exposure Commercial/Industrial (DEC/I) SCTL of 12 mg/kg. Five of six soil samples were above the MDC background for arsenic in the 0-0.5 feet interval and all six soil samples were above the MDC background for arsenic in the 0.5 to 2' interval.

None of the other sampled analytes for soil contained any detections above the applicable SCTLs.

Groundwater Impacts

Laboratory analysis detected:

- Iron in wells LMW-1 and LMW-20 was detected at 1,200 micrograms per liter (µg/L) and 1,100 µg/L, respectively, which exceeded the GCTL of 300 µg/L and the background concentration of 706 µg/L in Miami Dade County[1]. Concentrations below the Miami-Dade background concentrations do not require additional assessment. The resultant concentrations in both wells were below the NADC of 3,000 µg/L.
- Arsenic was detected in wells LMW-5, LMW-13, LMW-20, and LMW-22 at 13 I[2] µg/L, 16 µg/L, 14 µg/L, and 13 µg/L, respectively, which exceeded the GCTL of 10 µg/L.
- Manganese in wells LMW-2 and LMW-11 were detected at 56 µg/L and 52 µg/L, respectively, which exceeded the GCTL of 50 µg/L.
- Nitrate in wells LMW-16 and LMW-18 were detected at 11 Q and 31 Q milligrams per liter (mg/L), respectively, which exceeded the GCTL of 10 mg/L.

No other groundwater or soil sample exceeded its respective SCTL or GCTL for analyzed parameters not mentioned above.

Due to concentrations of arsenic above the SCTL in all samples (LMW-1(0-0.5) through LMW-6(0-0.5') and LMW-1(0.5-2) through LMW-6(0.5-2')), Langan instructed Xenco to analyze the soil samples using the Synthetic Precipitation Leaching Procedure (SPLP) for arsenic. Additionally, Langan instructed Xenco to analyze the samples for SPLP chromium. The SPLP results detected arsenic in 10 of 12 locations above the GCTL of 10 µg/L. Chromium was not detected above the GCTL for chromium of 100 µg/L at all locations. The table below list the detected concentrations.

Parameter	Arsenic	Chromium
GCTL	**10**	**100**
Sample ID	**µg/L**	
LMW-1 (0-0.5')	**19**	7.3
LMW-1 (0.5-2')	**15**	4.1
LMW-2 (0-0.5')	7.1	3.8 I
LMW-2 (0.5-2')	**13**	6.9
LMW-3 (0-0.5')	**14**	3.4 I
LMW-3 (0.5-2')	**12**	4.5
LMW-4 (0-0.5')	8.4	4.7
LMW-4 (5.0-2')	**10**	6.1
LMW-5 (0-0.5')	**13**	3.4 I
LMW-5 (0.5-2')	**15**	8.5
LMW-6 (0-0.5')	**16**	7.2
LMW-6 (0.5-2')	**39**	51

All concentrations are in micrograms per liter (µg/l).

CONFIRMATORY GROUNDWATER SAMPLING AND DATA EVALUATION

Based on the above laboratory results, on 1 and 8 June 2021, Langan redeveloped and collected confirmatory groundwater samples from wells TMW-2, LMW-5, LMW-11, LMW-13, LMW-16, LMW-18, and

[1] *Background Concentrations of Iron in Groundwater in Miami-Dade County* [Memorandum]. https://www.miamidade.gov/environment/library/memos/groundwater-study.pdf

[2] *I – The reported value is between the laboratory method detection limit and the laboratory practical quantitation limit.*
Q – Sample held beyond the accepted hold time.

LMW-20 to confirm the concentrations detected above the GCTLs in sampling events conducted in December 2020 and May 2021. Langan could not redevelop and sample wells LMW-1, LMW-2, and LMW-22 because they were destroyed.

On 1 June 2021, JAEE redeveloped LMW-5, LMW-11, LMW-13, LMW-16, LMW-18, and LMW-20 by using a ¾-inch diameter surge block threaded to a 15 ft. long ½-inch diameter PVC pipe. JAEE surged and over pumped well TMW-2 by over pumping due to the smaller diameter (¾-inch diameter). JAEE redeveloped each well for at least 30 minutes or until the pumped out water was clear and free of sediments.

On 8 June 2021, Langan collected confirmatory groundwater samples from the redeveloped wells. The table below lists the well ID, analytical parameters, and methods.

Well ID	Parameter	Analytical Method
TMW-2	Dieldrin	EPA Method 8081
LMW-5	Arsenic	EPA Method 200.7
LMW-11	Manganese	
LMW-13	Arsenic	
LMW-16	Nitrate as N	EPA Method 300
LMW-18		
LMW-20	Iron/Arsenic	EPA Method 200.7

Langan collected and handled the additional groundwater samples using the same sampling procedures described previously. **Attachment C** contains the groundwater sampling logs and water quality meter calibration logs.

Confirmatory laboratory analysis detected:

- Nitrate in LMW-16 at 13.9 µg/L, which exceeds the GCTL of 10 µg/L. Nitrate was not detected above the GCTL in well LMW-18.

None of the other groundwater samples exceeded their respective GCTL for the analyzed parameters.

CONCLUSIONS AND RECOMMENDATIONS

Laboratory analysis of soil samples collected at the property revealed arsenic concentrations exceeding the DER SCTL in all soil sample intervals ((0-0.5') and (0.5-2')) analyzed. Additionally, arsenic concentration detected in LMW-6 (0.5-2') was equal to the DEC/I SCTL. The detected arsenic concentrations were also above the Miami Dade County background concentration for arsenic of 7 mg/kg for surface to 6-inch interval and 5 mg/kg for 6 to 24-inch interval in several soil boring locations. No other soil sample exceeded the respective SCTLs for organophosphorus pesticides, chlorinated herbicides, cadmium, chromium, lead, iron, copper, manganese, and zinc. Due to the planned future site use for industrial warehouses and the intent to pursue a no further action with conditions (NFAC) site closure, it is assumed that the soil will be stockpiled on-site and reused during construction as fill under an engineering control (i.e. under concrete or asphalt). Given the levels of arsenic in soil, site grading and preparation activities will be conducted under a DERM-approved soil management plan and will be based on the needs for future redevelopment.

Laboratory analysis of confirmatory groundwater samples collected on 8 June 2021 detected only nitrate above the GCTL in LMW-16. No other groundwater sample exceeded their respective GCTL for the analyzed parameters. Langan did not collect confirmatory groundwater samples from LMW-1, LMW-2, and LMW-22 because they were destroyed. These wells showed exceedances of iron, manganese and arsenic above the GCTLs in the prior May 2021 sampling event. Langan recommends reinstalling and sampling LMW-1, LMW-2, and LMW-22 for iron, manganese, and arsenic, respectively.

Nitrate is a common contaminant in groundwater in southern Miami-Dade County and the concentrations at the site might be associated with prior agricultural use. Langan recommends confirming the nitrate concentrations with additional groundwater samples and further evaluating whether or not nitrate in groundwater is sub-regional or "background" given anthropogenic agricultural practices on and off the property. If confirmed in groundwater and not background, the vertical and horizontal extent of nitrate should be assessed.

Based on the findings from the Phase II ESA and in consideration of future site use (industrial warehouses) and proposed NFAC closure, no additional evaluation of soil and/or groundwater quality is recommended at this time. The arsenic soil impacts and nitrate impact in groundwater is consistent with former site use and the completed evaluation is sufficient from a due diligence perspective. The soil and groundwater data obtained to date does not indicate widespread contamination from normal agricultural use at this site.

LIMITATIONS

Langan's services were provided according to generally accepted environmental science, geosciences, and engineering practices at the time the services were performed. No expressed or implied representation or warranty is included or intended in our reports, except that our services were performed within the limits prescribed by the client and with customary thoroughness and competence of our profession.

CLOSURE

We appreciate the opportunity to assist you on this project. Please contact us with questions.

Sincerely,
Langan Engineering and Environmental Services, Inc.

Ruben D. Ponciano
Senior Staff Geologist

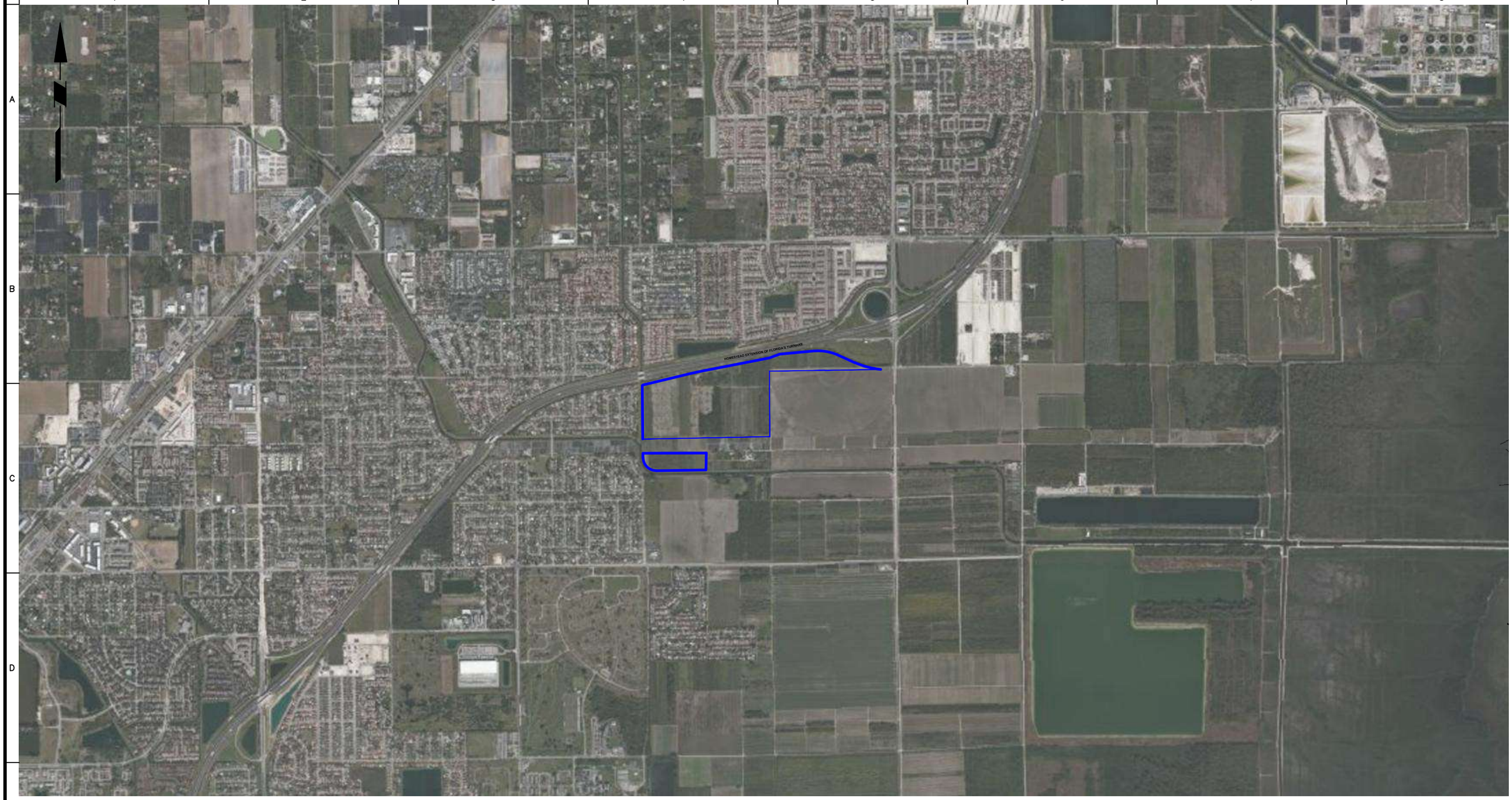
Manivannan Nagaiah, PE
Project Engineer

Vincent D. Yarina, PG, CEM
Principal/Vice President

Enclosures:
Figure 1 – Site Location Map
Figure 2 – Soil Analytical Data and Sample Location Map
Figure 3 – Groundwater Analytical Data and Well Location Map
Table 1 – Soil Analytical Summary
Table 2 – Groundwater Analytical Summary
Attachment A – Soil Boring Logs
Attachment B – Well Construction and Development Logs
Attachment C – Groundwater Sampling Logs and Water Quality Meter Calibration Logs
Attachment D – Laboratory Analytical Reports and Chains-of-Custody

cc: Michael Carr, PE, Roger A. Archabal, PE / Langan

Figures



LEGEND:

PROPERTY BOUNDARY

NOTES:

1. LOCATIONS AND BOUNDARIES ARE APPROXIMATE.
2. BASE AERIAL IS FROM BING MAPS, AUGUST 2020.

2000 0 1000 2000

SCALE IN FEET

LANGAN
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110 East Broward Boulevard, Suite 1500
Fort Lauderdale, FL 33301
T: 954.320.2100 F: 954.320.2101 www.langan.com
FL Certificate of Authorization No. 00006601/LB8172/LB8198

Project
DIAZ FARMS
HOMESTEAD
MIAMI–DADE FLORIDA

Drawing Title
SITE LOCATION MAP

Project No. 3300275505
Date JUNE 2021
Drawn By NS
Checked By MN

Drawing No. 1
Sheet 1 of 3

© 2020 Langan

Filename: \\langan.com\data\MIA\data5\300275505\Project Data\CAD\05\SheetFiles\2021-06-21 - Site Location Figures\Site Location Map - Fig 1.dwg Date: 6/22/2021 Time: 17:41 User: nshrestha Style Table: Langan.stb Layout: Sample Location



LEGEND:

- DECEMBER 2020 MONITORING WELL AND SOIL SAMPLE
- MAY 2021 PHASE I MONITORING WELL
- MAY 2021 PHASE 1 MONITORING WELL AND SOIL SAMPLE
- PROPOSED EXFILTRATION TRENCH
- PROPERTY BOUNDARY LINE

NOTES:

1. LOCATIONS AND BOUNDARIES ARE APPROXIMATE.
2. BASE AERIAL IS TAKEN FROM 2020 BING MAP.
3. ALL CONCENTRATIONS ARE IN MILLIGRAMS PER KILOGRAM.
4. **BOLD** CONCENTRATION EXCEEDED THE DER OR MDC BACKGROUND FOR ARSENIC.
5. DER: DIRECT EXPOSURE, RESIDENTIAL SOIL CLEANUP TARGET LEVEL (CHAPTER 24-44, CODE OF MIAMI, DADE COUNTY).
6. DEC/I: DIRECT EXPOSURE, COMMERCIAL/INDUSTRY SOIL CLEANUP TARGET LEVEL (CHAPTER 24-44, CODE OF MIAMI, DADE COUNTY).
7. MDC: BACKGROUND CONCENTRATIOS OF IRON IN GROUNWATER IN MIAMI-DADE COUNTY [MEMORANDUM]. https://www.miamidade.gov/environment/library/memos/groundwater-study.pdf

ARSENIC		
DER	DEC/I	MDC Bkrgd.
2.1	12	7 (0 -6"), 5 (6-24")

400 0 200 400
SCALE: 1 INCH = 400 FEET

LANGAN
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15150 NW 79th Court, Suite 200
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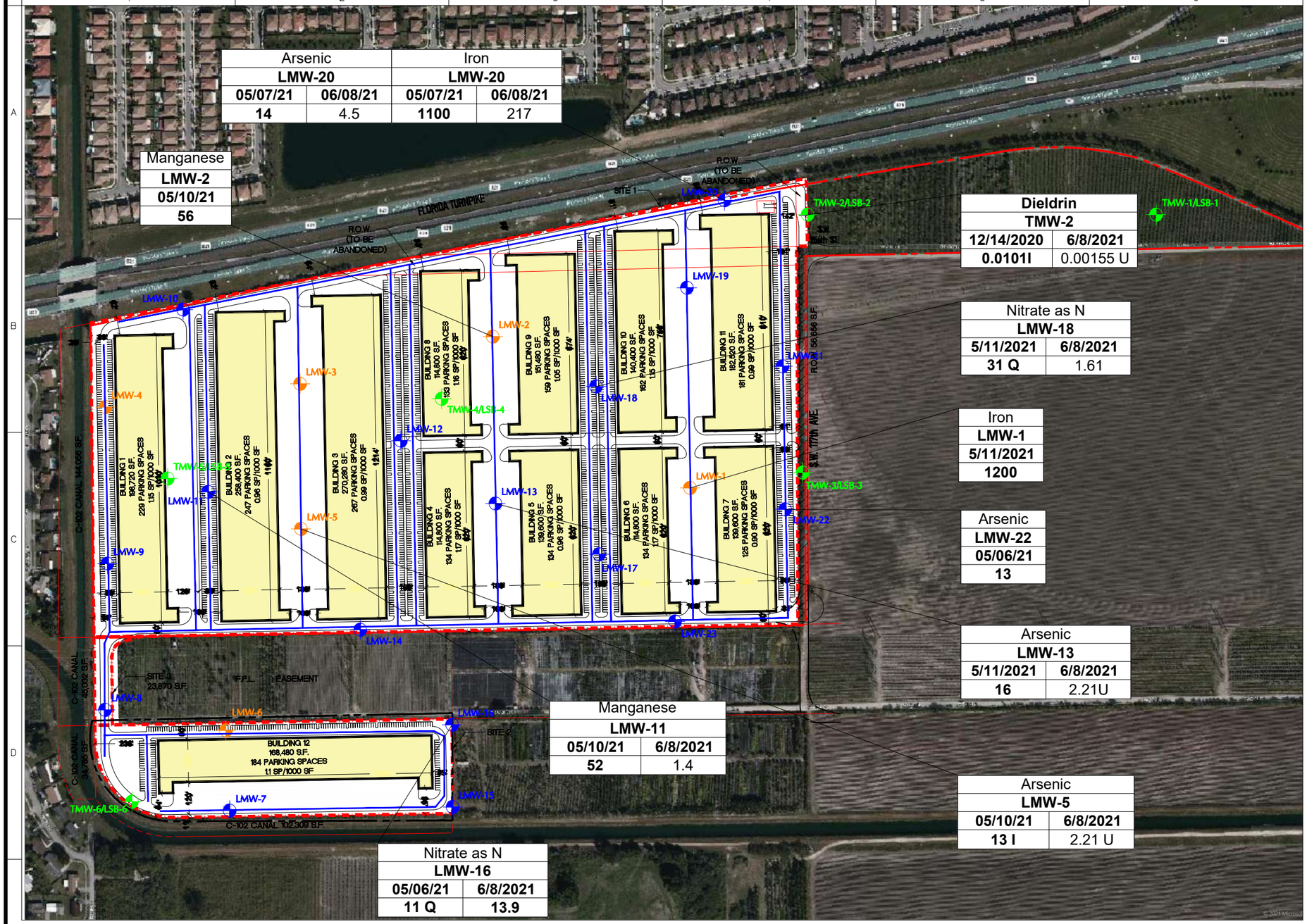
Project
DIAZ FARMS
11671 SW 261ST
HOMESTEAD
MIAMI–DADE FLORIDA

Drawing Title
SOIL ANALYTICAL DATA AND SAMPLE LOCATION MAP

Project No. 300275505
Date JUNE 2021
Drawn By NS
Checked By MN
Figure 2
Sheet 2 of 3

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Date: 6/22/2021 Time: 17:39 User: nshrestha Style Table: Langan.stb Layout: Layout1 Document Code: 201800001-0101-FG01-CS-101-0101



LEGEND:

- DECEMBER 2020 MONITORING WELL AND SOIL SAMPLE
- MAY 2021 PHASE I MONITORING WELL
- MAY 2021 PHASE 1 MONITORING WELL AND SOIL SAMPLE
- PROPOSED EXFILTRATION TRENCH
- PROPERTY BOUNDARY LINE

NOTES:

1. LOCATIONS AND BOUNDARIES ARE APPROXIMATE
2. BASE AERIAL IS TAKEN FROM 2020 BING MAP
3. ALL CONCENTRATIONS ARE IN MICORGRAMS PER LITER.
4. GCTL - GROUNDWATER CLEANUP TARGET LEVEL, CHAPTER 24-44 CODE OF MIAMI-DADE COUNTY (CMDC).
5. IRON DATA COMPARED WITH THE MIAMI DADE COUTRY (MDC) BACKGROUND CONCENTRATION OF 706 UG/L.
6. **BOLD** CONCENTRATION EXCEED THE GCTL AND/OR THE MDC BACKGROUND FOR IRON, IF APPROPRIATE.
7. "U" FLAG INDICATED CONCENTRATION WAS BELOW THE METHOD DETECTION LMIT (MDL).
8. "I" FLAG INDICATES CONCENTRATION WAS BETWEEN THE MDL AND PRACTICAL QUANTITATION LIMIT (PQL).
9. "Q" SAMPLE HELD BEYOND THE ACCEPTED HOLDING TIME.

	Dieldrin	Manganese	Arsenic	Nitrate as N	Iron
GCTL	0.002	50	10	10	300

400 0 200 400

SCALE: 1 INCH = 400 FEET

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Project
DIAZ FARMS
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HOMESTEAD
MIAMI–DADE FLORIDA

Drawing Title
GROUND WATER ANALYTICAL DATA AND WELL LOCATION MAP

Project No. 300275505
Date JUNE 2021
Drawn By NS
Checked By MN

Figure 3

Sheet 3 of 3

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Date: 6/22/2021 Time: 17:38 User: nshrestha Style Table: Langan.stb Layout: Layout1 Document Code: 201800001-0101-FG01-CS-101-0101

Memorandum

MIAMI-DADE COUNTY

Date: October 17, 2022

To: Honorable Daniella Levine Cava
Mayor

From: Lourdes M. Gomez, AICP
Director, Department of Regulatory and Economic Resources

Subject: Response to Questions Raised Regarding the Industrial Methodology at the September 22, 2022, Comprehensive Development Master Plan (CDMP) Meeting

---

During the September 22, 2022, Board Hearing of the Aligned application, several questions were raised regarding the County's methodology when determining future capacity. The primary point of discussion centered around why the County methodology did not account for the status of specific real estate transactions in the market, which were framed as being pertinent to the actual availability of land from the perspective of the business community.

The methodology prepared by County staff considers a number of variables when making projections for future needs. It is based on population and employment projections, which generate a future demand that is then allocated across the County's Minor Statistical Areas (which are planning data analysis areas) based on actual historic consumption of industrial land over the previous 20 years. It intentionally utilizes a long-term analysis period to normalize market booms and busts that could otherwise skew a shorter-term analysis. Land "consumption" is considered to occur once vertical construction has commenced on a given property. At this point the expected development is shifted from potential capacity to actual supply within the County's analysis. This is due to the fact that commencement of vertical construction is the point where the land is most likely to actually be put into its intended use, the point where it is least susceptible to being converted to a different use. Events such as real estate transactions, and even rezonings and preparation of site plans, are not necessarily followed in the short-term by actual development, particularly when market conditions change. Relying on actual consumption of industrial land over the last 20 years produces an extremely reliable platform upon which to project the County's future demand. To do otherwise would allow the market swings that drive up artificially inflated demand and pricing to affect the Board's decision making on future land use. For this reason, the risk inherent in the speculation of business and real estate markets is mitigated in the staff analysis by employing a long-term strategy to ensure that millions of additional square feet of industrial land are not brought into the Urban Development Boundary (UDB) prematurely.

For example, the Aligned application asserts that future growth trends in e-commerce will lead to industrial land needs that cannot be met by the available land inventory inside the UDB. This is because instead of relying on historic and normalized data for its projections, the application picks an artificial starting point in the market to justify the demand that was presented to the Board. Its starting point is 8 years ago in 2014, a timeframe which benefits the application's representation that there is a significant unmet future need for warehousing. The 2014 data point represents the beginning of an upward trend in the e-commerce market. It was a growth that peaked during the pandemic, resulting in what appears to be an unprecedented growth in demand for more warehousing when projected into the future. However, we know that, today, headlines abound regarding cancellation of industrial warehousing deals nationwide. The most recent quarterly economic data shows significant decline in demand. This diminishing of e-commerce growth though is not caught by the applicant's data, which highlights one period without normalization over a longer term. If staff

relied on trending of market peaks for its future land use planning, we would have run out of land in all categories of use long ago. Yet we know this is not the case.

Decision making for land use planning must rely on a stable and normalized methodology and can never rely on a single snapshot in time, particularly one that is reflective of a spurt in growth. The Board's consideration of the specific conditions around any particular real estate transactions will always point to the fact that greenfield development is the most lucrative for the private sector. It will always be cheaper to buy undeveloped agricultural land rather than assemble infill parcels and draw site plan designs that work with urban constraints. Yet this has occurred in cities around the globe and within our nation where land is highly constrained. In these areas, multi-story warehousing has emerged as a real market solution. While we are still too underdeveloped for this style of industrial to become a significant force in Miami-Dade, we have seen these proposals closer to our urban core. In fact, many of the Urban Center Zoning Districts, where mixed-use higher density development is planned for, contain industrial zoning with the ability to develop multi-story industrial by right. The industrial parks of the past are not the only way we can attract new business to our community. We must promote locations within existing communities, where investment will bring manifold benefits to neighborhoods that are still wanting for economic development. While cheaper land remains available outside the UDB, those neighborhoods cannot become the job centers we need them to be, remaining underdeveloped and overlooked. In fact, a comparison of industrial land value inside the UDB when compared to agricultural land shows a 4 to 6-fold escalation in pricing in the immediate vicinity of the Aligned application site. This comparison highlights the incredible pressure on our remaining agricultural industry. Agricultural land is incredibly cheap when compared to land in the urbanized area. If urban uses could freely occur outside the UDB, we would likely have a much less robust agricultural industry in our community. The County's land use planning policies prioritize the preservation of agriculture, and intentionally require that staff analyze infill parcels for their maximum use precisely to avoid its premature consumption. The County's policies also emphasize development around transit corridors, which are replete with commercial and residential opportunities that are yet unrealized. These are the larger growth goals that will benefit this community -goals that are not achieved by allowing the economics of greenfield development to govern land use decisions.

Another question raised during the hearing pertained to planned expansions in cargo and logistics activity at the airport and seaport. These future activities do not directly affect the absorption or depletion of industrial land. The current and proposed projects are located inside the airport on land owned by the County and designated as "Terminals" in the CDMP and not as industrial. At the airport, these projects include: a five story 1.7 million square foot cargo-handling hub known as the Vertically Integrated Cargo Community VICC; a doubling of the DHL Express warehouse hub to 206,000 square feet and an expansion of FedEx's facility by 138,000 square feet; with other on-site projects in the pipeline. This additional warehouse space inside the airport's footprint could actually serve to relieve pressure on the depletion of lands designated industrial inside the UDB, although the share of this additional supply is small compared to the total of 46 million square feet of existing logistics space. There are no ongoing logistics projects at the Seaport that require industrial land. There is a plan that is contingent on being awarded a federal grant tied to the Infrastructure Investment and Jobs Act that would create an "inland port." If the grant is awarded, the plan would take at least 3 to 5 years to complete. The sites under consideration for the inland port include areas in Henry and Glades Counties as well as two sites in Miami-Dade County. However, the two sites under consideration inside the County are also in non-industrially designated land. One is at the former Opa-Locka West Airport on land previously designated "Terminals" in the CDMP and one in the area north of NW 82nd Street between 36th and 37th Avenues. The land is owned by the State of Florida and the National Railroad Passenger Corp. and is currently designated "Transportation" and "Terminals." While counterintuitive, the

utilization of this land may actually serve to slow depletion of industrial land within the UDB, since the land being contemplated to sustain these facilities is not presently designated for industrial use.

The situation of the airport and seaport facilities described above raises another factor to consider when weighing UDB decisions -the availability of other land use types within the infill area. Instead of attempting to move the UDB, applications can be made to convert commercial land, for example, to industrial or other uses, as occurs each month through the CDMP amendment process. In fact, analysis of data from 2015 through 2020 shows the net impact of land use amendments resulted in a decrease of industrial land by 202 acres. This resulted from the addition of 826 new industrial acres (converted to industrial from a different land used) combined with the loss of 1,028 existing industrial acres (converted from industrial to a different land use). Of the 826 acres of new industrial land, 50% were previously vacant. This additional land came from the filling of man-made lakes, the conversion of parts of the Miami Opa-Locka Executive Airport, the conversion of government owned vacant parcels adjacent to the Homestead Air Reserve Base -, and conversion of residential land.

Of the 1,028 acres that converted from industrial to some other use, 84% were previously vacant. Some industrial "in use" land has been converted and structures demolished to make way for residential developments. However, considerably more previously vacant industrial land has been turned into residential land. One of the largest tracks of land included in the previously vacant industrial acreage was the Rosal Westview Country Club that was designated industrial in the 2010-2015 period and approximately half of that acreage now converted to residential. Industrial land was also redesignated to commercial, parks, parking, educational institutions, and religious institutions. By far the biggest loss of industrial land from 2015 to 2020 was the conversion of 484 vacant acres previously designated as industrial to commercial for the proposed American Dream Mall and Graham Project in the northwest section of the County, between the Florida Turnpike and I-75. These changes underscore the ongoing dynamic nature of capacity analysis as land use amendments are continuously requested in response to ever-changing market conditions. Therefore, these changes in our own market highlight the low degree of reliability on a methodology based solely on the change in the total vacant land of a specific land use type over time. A reliable methodology must control for factors such as these conversions when estimating depletion dates.

While a profit driven rationale makes sense for business, it does not make for sound land use planning. The County's policies are intended to balance significant policy priorities that have been historic goals in this community. Protection of agricultural land; support for environmental enhancement and Everglades restoration; water management and purification; housing, transportation and economic development -all of these are predicated on ensuring that infill development occurs first.

c: Geri Bonzon-Keenan, County Attorney
Gerald K. Sanchez, First Assistant County Attorney
Jess M. McCarty, Executive Assistant County Attorney
Office of the Mayor Senior Staff
Yinka Majekodunmi, Commission Auditor
Jennifer Moon, Chief, Office of Policy and Budgetary Affairs
Basia Pruna, Director, Clerk of the Board
Eugene Love, Agenda Coordinator

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United States Department of the Interior

Office of Everglades Restoration Initiatives

Received 10-17-22
Planning Division

October 14, 2022

Chairman Jose Diaz
Board of County Commissioners
Miami-Dade County
111 NW 1st Street, Suite 220
Miami, FL 33128

RE: CDMP Amendment Proposal CDMP2021003, Aligned Real Estate Holdings LLC

Dear Mr. Chairman,

The Department of the Interior's mission is to achieve benefits to the natural and built systems of South Florida, as directed by the United States Congress, through the authorization of the Comprehensive Everglades Restoration Plan. Throughout this implementation process, we often need to reevaluate all of the joint Federal, State, and Local projects and topics of importance to meet these objectives.

The upcoming Miami-Dade County Board of County Commissioners meeting regarding the above referenced project is occurring at the same time as the South Florida Ecosystem Restoration Task Force is meeting in Washington DC. I need to attend the Task Force meeting to address a wide variety of topics related to our restoration efforts, otherwise I would be present for this BCC meeting.

As part of our reevaluation of these projects, we have reviewed the previous letter that I submitted to the BCC in May of this year, and the Departments position has not changed. This coastal region of M-D County and this specific parcel is still under review as part of the Biscayne Bay and Southeastern Everglades Ecosystem Restoration (BBSEER) project and may be important to achieving the preservation and restoration of Biscayne Bay and its adjacent coastal wetlands.

There are interagency technical teams conducting detailed modeling and data assessments of the entire study area to complete development of the BBSEER Tentatively Selected Plan (TSP). I want to reaffirm that until there is a TSP, we are requesting that the BCC allow the local, state, and federal agencies the time needed to fully investigate this area to achieve the CERP goals. During this reevaluation period, I want to highlight that this parcel is not only under investigation for benefits achieved through the CERP, but it is also included within Miami-Dade County's Back Bay Study.

Sincerely,

Adam Gelber
Director
Office of Everglades Restoration Initiatives

CC: Mayor Daniella Levine Cava
Commissioner Oliver G. Gilbert, III
Commissioner Jean Monestime
Commissioner Keon Hardemon
Commissioner Sally A. Heyman

Office of Everglades Restoration Initiatives
3321 College Ave. CCR building
Davie, Florida 33314-7705
954-377-5971

Commissioner Eileen Higgins
Commissioner Rebecca Sosa
Commissioner Raquel A. Regalado
Commissioner Danielle Cohen Higgins
Commissioner Kionne L. McGhee
Commissioner Javier D. Suoto
Commissioner Joe A. Martinez
Commissioner Rene Garcia
SFWMD Executive Director, Drew Bartlett
USACE District Commander, Colonel Jamie Booth
FFWCC Executive Director, Eric Sutton
FDEP Secretary, Shawn Hamilton

Office of Everglades Restoration Initiatives
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BERCOW RADELL FERNANDEZ LARKIN + TAPANES
ZONING, LAND USE AND ENVIRONMENTAL LAW

200 S. Biscayne Boulevard
Suite 300, Miami, FL 33131

www.brzoninglaw.com

305.377.6220 office
305.377.6222 fax
JBercow@brzoninglaw.com

October 18, 2022

Received 10/18/22
Planning Division

VIA ELECTRONIC DELIVERY

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

RE: South Dade Logistics & Technology District (SDLTD) CDMP20210003

Dear Ms. Gomez:

In October 2021, CBRE generated a report that included data obtained from CoStar, that represented that as of the date of the report, there were 1,300 acres of land remaining for Industrial Development in Miami-Dade County. It is important to note the information from CoStar was limited to properties in Miami-Dade County, larger than 10 acres, zoned industrial (see copy of the relevant page from the CBRE report).



The following is an estimated projection of the amount of land available for Industrial Development through September 30, 2022, based on the referenced CBRE report, and annual industrial absorption rates over a ten (10) year and twenty (20) year average. See attached spreadsheet with annual absorption numbers. All absorption information was sourced from CoStar.

Acres of Industrial Land Available as of 10/2021 = 1,300 acres

Total net absorption Industrial 2021 = 8,240,171 SF/12 X 2 = 1,373,361 SF average absorbed in 2 months/2021

Total net absorption Industrial through September 2022 + 2 Months 2021 [6,568,628 SF + 1,373,361 SF] = 7,941,989 SF total net absorption Industrial from Oct. 2021 to Sept. 2022

7,941,989 SF divided by .375 FAR / 43560 = 486 Acres

Total available acres for industrial development 10/21 normalized to 9/22

1,300 acres less 486 acres = 814 normalized acres of remaining available land for industrial development

Depletion of Industrial Land based on normalized available industrial land

814 acres X 43560 X .375 = 13,296,690 SF / 2,880,369 SF 20 Year Avg Absorption = **4.61 years**

814 acres X 43560 X .375 = 13,296,690 SF / 3,894,302 SF 10 Year Avg Absorption = **3.40 years**

Depletion of Industrial Land based on available industrial land

1,300 acres X 43560 X .375 = 21,235,500 SF / 2,880,369 SF 20 Year Avg Absorption = **7.37 years**

1,300 acres X 43560 X .375 = 21,235,500 SF / 3,894,302 SF 10 Year Avg Absorption = **5.45 years**

The SDLTD team's review and analysis of this data leads us to conclude that industrial land suitable for logistics use inside the UDB in Miami-Dade County will deplete well within the CDMP 10 year planning horizon.

Sincerely,



Jeffrey Bercow

cc: Mr. Jose Hevia
Graham Penn, Esq.
Emily K. Balter, Esq.
Juan Mayol, Esq.
Pedro Gassant, Esq.

Miami-Dade County Average Industrial Absorption for the past 20 years	
YEAR	Net Absorption SF
2003	4,160,830 SF
2004	6,170,520 SF
2005	4,158,248 SF
2006	2,457,446 SF
2007	(30,582) SF
2008	(3,685,700) SF
2009	(3,240,203) SF
2010	4,023,752 SF
2011	2,341,107 SF
2012	2,308,942 SF
2013	2,388,433 SF
2014	3,154,728 SF
2015	4,205,901 SF
2016	3,377,731 SF
2017	2,636,893 SF
2018	3,145,630 SF
2019	2,058,227 SF
2020	3,166,677 SF
2021	8,240,171 SF
2022 (a)	6,568,628 SF
20-Year Average	2,880,369 SF

Note (a): CoStar absorption projection for 2022 based on three quarters of information through 9/30/2022

ALTA / NSPS LAND TITLE SURVEY

URBAN DEVELOPMENT BOUNDARY AMENDMENT

A PORTION OF SECTION 30 OF TOWNSHIP 56 SOUTH, RANGE 40 EAST, AND PORTIONS OF SECTIONS 36 AND 25 OF TOWNSHIP 56 SOUTH, RANGE 39 EAST, ALL LYING IN MIAMI–DADE COUNTY, FLORIDA

Sunshine811

Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

Check positive response codes before you dig!

NOTICE IS HEREBY GIVEN THAT "SUNSHINE STATE ONE CALL OF FLORIDA, INC." MUST BE CONTACTED AT 1–800–432–4770 AT LEAST 2 BUSINESS DAYS IN ADVANCE OF ANY CONSTRUCTION, EXCAVATION OR DEMOLITION ACTIVITY WITHIN, UPON, ABUTTING OR ADJACENT TO THE SUBJECT PROPERTY. THIS NOTICE IS GIVEN IN COMPLIANCE WITH THE "UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT", PURSUANT TO CHAPTER 556.101–111 OF THE FLORIDA STATUTES.

ABBREVIATIONS:

A/C	Air Conditioning
ASPH	Asphalt
℄	Baseline
(C)	Calculated
℄	Centerline
Δ	Central Angle of Curve
C.M.E.	Canal Maintenance Easement
C.B.D.	Chord Bearing Distance
CLF	Chain Link Fence
CONC.	Concrete
C&G	Curb & Gutter
(D)	Deed
DWY	Driveway
D.H.	Drill Hole
E.O.W.	Edge of Water
F.F.E.	Finish Floor Elevation
FND	Found
GRD	Ground
I.P.	Iron Pipe
L	Length of Curve
(M)	Measured
M	Monument Line
N&D	Nail & Disc
ORB	Official Record Book
POB	Point of Beginning
POC	Point of Commencement
POT	Point of Termination
PG.	Page
P.B.	Plat Book
R	Radius
(R)	Record
R/W	Right–of–Way
SEC.	Section
S.N.	Set Nail
SWK	Sidewalk
S.F.	Square Feet
T.O.B.	Top of Bank
TYP.	Typical
U.E.	Utility Easement

LEGEND:

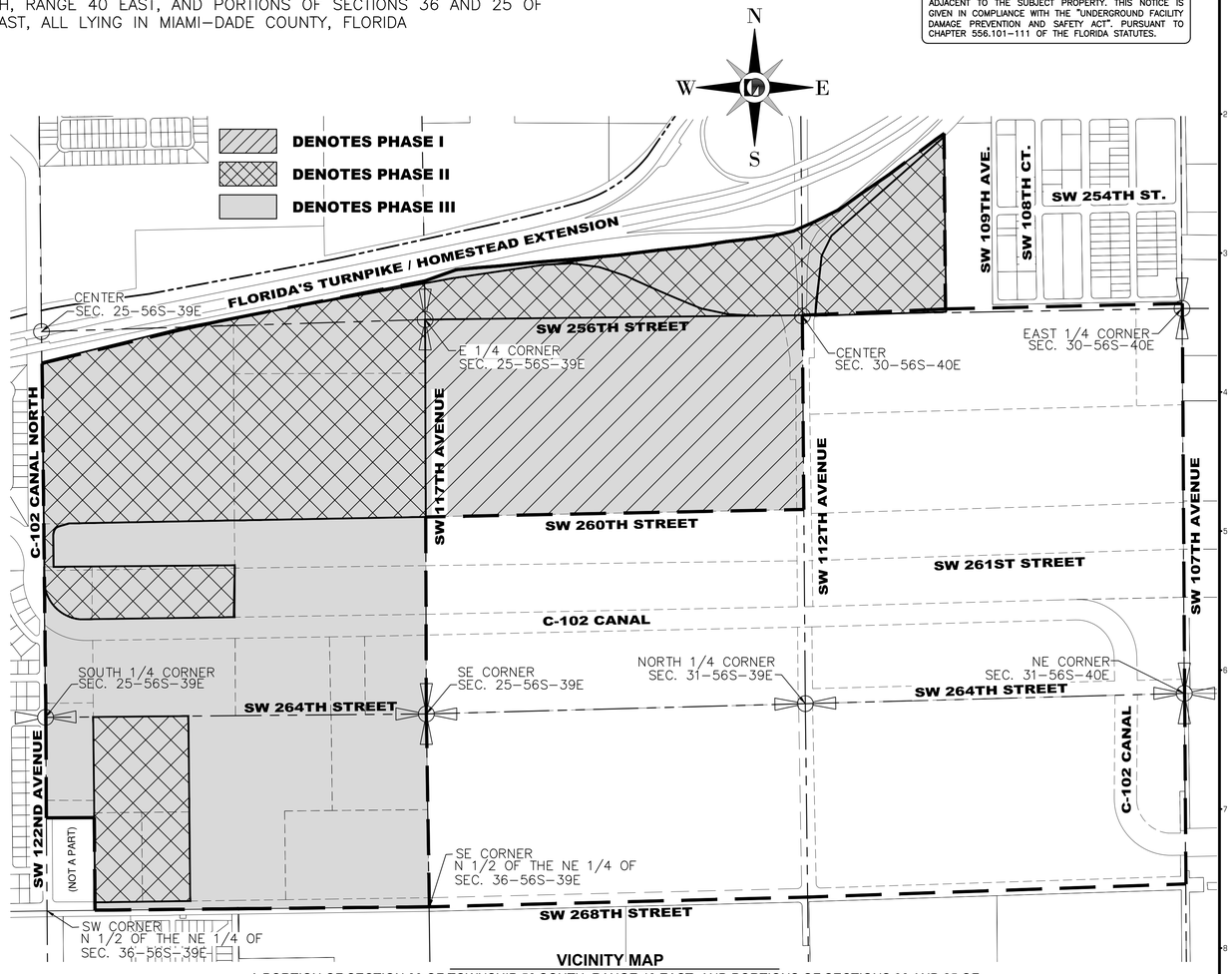
- Anchor
- Back Flow Preventer
- Basketball Stand
- Bell South Utility Box
- Bell South Manhole
- Bench Mark
- Bus Sign
- Catch Basin
- Catch Basin Type F–3
- Clean Out
- Concrete Light Pole
- Concrete Pole
- Concrete Power Pole
- Concrete Traffic Signal Pole
- Drain
- Electric Box
- Electric Manhole
- Electric Meter
- Flow Arrow
- FPL Box
- FP&L Manhole
- Fire Hydrant
- Guard Rail
- Gas Meter
- Gas Valve
- GPS Point
- Grease Manhole
- Guard Post
- Handicap
- Inlet Type P5
- Inlet Type P6
- Irrigation Control Valve
- Irrigation Valve
- Iron Pipe
- Light Meter
- Mail Box
- Manhole Unknown
- Metal Light Pole
- Metal Pole
- Metal Power Pole
- Metal Traffic Signal Pole
- Monitoring Well
- Overhead Cable
- P.C.P. (Permanent Control Point)
- P.R.M. (Permanent Reference Monument)
- Palm
- Parking Meter Station
- Parking Meter
- Pedestrian Signal Control Box
- Pedestrian Signal Metal Pole
- Phone Manhole
- Plastic Light Pole
- Post Indicator Valve
- Rail Road Sign
- Rail Road Control Utility Box
- Spot Light
- Siamese Pump
- Sanitary Sewer Manhole
- Sewer Valve
- Storm Manhole
- Storm Sewer Manhole
- Street Sign
- T.V. Box
- Telephone Box
- Traffic Signal Box
- Traffic Signal Control Box
- Tree
- Utility Box (Unknown)
- Valve (Unknown)
- Water Meter
- Water Valve
- Wood Light Pole
- Wood Fence
- Wood Power Pole
- Tree Number. See TREE TABLE for tree description.
- Buried Cable TV Line
- Buried Electric Duct Bank
- Buried Electric Line
- Buried Fiber Optic Cable
- Buried Telephone Line
- Buried Telephone Duct Bank
- Chilled Water Line
- Communication Line
- Force Main Line
- Gas Line
- Sanitary Sewer Line
- Storm Drainage Pipe
- Street Lighting Line
- Traffic Signal Line
- Unidentified Line
- Water Line

SURVEYOR'S NOTES:

1. THE PURPOSE OF THIS SURVEY IS TO SERVE AS AN EXHIBIT TO AN APPLICATION FOR AN AMENDMENT TO THE MIAMI–DADE COUNTY URBAN DEVELOPMENT BOUNDARY. AS SUCH, THE SURVEY IS REQUIRED TO ESTABLISH AND DEPICT ONLY THE PERIMETER OF THE APPLICATION AREA, TO FRACTIONAL LINES AND PREVIOUSLY–RECORDED UDB BOUNDARY LINES, IRRESPECTIVE OF ACTUAL PROPERTY OWNERSHIPS OR BOUNDARIES. IN ADDITION TO THE ESTABLISHMENT OF THE BOUNDARY, THE SURVEY IS TO REFLECT THE GROSS AREA CONTAINED WITHIN THE BOUNDARY, AND APPROXIMATE NET AREAS OF THE OVERALL BOUNDARY AND PHASES AFTER DEDUCTING FOR EXISTING AND ZONED RIGHTS–OF–WAY.
2. THE LEGAL DESCRIPTION SHOWN HEREON WAS CREATED BY THE SURVEYOR SOLELY FOR THE PURPOSE STATED ABOVE. LIMITS OF THE URBAN DEVELOPMENT BOUNDARY USED IN THE PREPARATION OF SAID LEGAL DESCRIPTION WERE REFERENCED FROM THE MIAMI–DADE COUNTY GIS OPEN DATA WEBSITE REPRESENTED AS A SHAPE FILE, INSERTED, AND USED AS THE GENERAL LOCATION OF SAID LIMITS FOR THE PURPOSE STATED ABOVE, COUPLED WITH THE LIMITS OF THAT BU–1 (NEIGHBORHOOD BUSINESS) BOUNDARY AS DESCRIBED IN RESOLUTION Z–161–74, OF THE PUBLIC RECORDS OF MIAMI–DADE COUNTY, FLORIDA. SECTION LINES WERE USED WHERE THE LIMITS OF THE URBAN DEVELOPMENT BOUNDARY SEEMED TO FOLLOW.
3. LIMITS OF ASPHALT PAVING ARE APPROXIMATE AND DEMONSTRATE THE EXTENT OF DETAILED TOPOGRAPHY SURVEYED.
4. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY, AND OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.
5. THE BOUNDARY LINE DIMENSIONS AND DIRECTIONS AS SHOWN ON THE SURVEY HEREON FORM A MATHEMATICALLY CLOSED FIGURE. THE ACCURACY OBTAINED BY FIELD MEASUREMENT METHODS AND OFFICE CALCULATIONS OF CLOSED GEOMETRIC FIGURES MEETS AND EXCEEDS ALTA/NSPS SECTION 3E MEASUREMENT STANDARDS.
6. THIS SURVEY MAP AND NOTES, OR THE COPIES THEREOF, ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE UNDERSIGNED FLORIDA LICENSED SURVEYOR AND MAPPER.
7. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
8. SYMBOLS REFLECTED IN THE LEGEND AND ON THE SURVEY REPRESENT LOCATED TOPOGRAPHICAL SURVEY FEATURES. THEY HAVE BEEN ENLARGED FOR CLARITY, PLOTTED AT THE CENTER OF THE FIELD LOCATION, AND MAY NOT REPRESENT THE ACTUAL SIZE OR SHAPE OF THE FEATURE.
9. THE INFORMATION DEPICTED ON THIS MAP REPRESENTS THE RESULTS OF THE SURVEY ON THE DATE INDICATED AND CAN ONLY BE CONSIDERED AS INDICATING THE GENERAL CONDITIONS EXISTING AT THAT TIME.
10. THIS DOCUMENT CONSISTS OF FIVE (5) SHEETS AND EACH SHEET WILL NOT BE CONSIDERED FULL, VALID, NOR COMPLETE UNLESS ATTACHED TO THE OTHERS.
11. UNLESS OTHERWISE NOTED, RECORD AND MEASURED DATA ARE IN SUBSTANTIAL AGREEMENT. ALL DISTANCES AND ELEVATIONS SHOWN ARE IN ACCORD WITH THE UNITED STATES 'SURVEY FOOT'.
12. HORIZONTAL CRITERIA USED FOR THE COMPLETION OF THIS SURVEY: DATUM – NORTH AMERICAN DATUM (83)–(2011)–(EPOCH 2010.0000), BY WAY OF THE FLORIDA PERMANENT REFERENCE NETWORK (FPRN).
13. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED VALUE OF N00°28'03"W ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 56 SOUTH, RANGE 40 EAST, IN MIAMI–DADE COUNTY, FLORIDA.
14. SET IRON PIN OR PIN WITH CAP #1012 (18" IN LENGTH BY 0.2 SQUARE INCHES, MINIMUM) AT ALL CORNERS UNLESS OTHERWISE NOTED. WHERE THE AFOREMENTIONED URBAN DEVELOPMENT BOUNDARY (PER SURVEYOR'S NOTE #2) DEVIATE FROM THE DEED OR RIGHT–OF–WAY BOUNDARIES, THE URBAN DEVELOPMENT BOUNDARY CORNERS WERE NOT SET.
15. OWNER INFORMATION SHOWN ON ADJACENT LOTS/PARCELS WAS REFERENCED FROM THE MIAMI–DADE PROPERTY APPRAISER'S WEBSITE. THE SURVEYOR DOES WARRANT ITS ACCURACY.
16. BY GRAPHICAL PLOTTING, THE PARCELS LOCATED IN THE LIMITS OF THE APPLICATION FOR AMENDMENT DESCRIBED HEREIN–ABOVE ARE LOCATED IN THE FLOOD ZONE DESIGNATION "AE" WITH BASE FLOOD ELEVATIONS OF 6, 7, AND 8 AS SHOWN ON PANELS 594, 611, AND 613 OF 1031, OF MAP NUMBERS 12086C0594L, 12086C0613L, AND 12086C0611L, OF THE "FLOOD INSURANCE RATE MAP", REVISED ON SEPTEMBER 11, 2009, AS PROVIDED BY THE NATIONAL FLOOD INSURANCE PROGRAM. SEE SHEET 2 OF 5 THAT SHOWS THE LIMITS OF SAID APPLICATION WITH RESPECT TO THE FLOOD INSURANCE RATE MAPS MENTIONED.
17. NO ZONING REPORT OR ANY ZONING–RELATED INFORMATION LISTED IN ITEM #6(A) OF ALTA/NSPS TABLE "A" OPTIONAL SPECIFICATIONS WAS PROVIDED TO THE SURVEYOR. DUE TO THE FREQUENT CHANGES AND INTERPRETATIONS OF ZONING ORDINANCES IT IS THE OWNER'S RESPONSIBILITY TO VERIFY ALL ZONING RESTRICTIONS IN REGARDS TO THE SUBJECT PARCEL.
18. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS WERE LOCATED.
19. THE SURVEYOR USE RECTIFIED ORTHOPHOTOGRAPHY, PHOTOGRAMMETRIC MAPPING, REMOTE SENSING, AIRBORNE/MOBILE LASER SCANNING, OR OTHER SIMILAR PRODUCTS DURING THE COURSE OF THIS SURVEY.
20. THE SURVEYOR DID NOT OBSERVE ANY EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS ON THE SUBJECT PARCEL DURING THE COURSE OF THE FILED SURVEY.
21. THE SURVEYOR WAS NOT MADE AWARE OF ANY PROPOSED CHANGES IN STREET RIGHT–OF–WAY LIMITS BY THE CONTROLLING JURISDICTION. THE SURVEYOR DID NOT OBSERVE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS DURING THE COURSE OF THE SURVEY.
22. THE SURVEYOR DID NOT INSPECT THE PROPERTY FOR ENVIRONMENTAL HAZARDS NOR OBSERVED ANY WETLAND DELINEATION MARKERS DURING THE COURSE OF THE SURVEY.

LEGAL DESCRIPTION:
A PORTION OF SECTION 30 OF TOWNSHIP 56 SOUTH, RANGE 40 EAST, AND PORTIONS OF SECTIONS 25 AND 36 OF TOWNSHIP 56 SOUTH, RANGE 39 EAST, ALL LYING IN MIAMI–DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SECTION 30, TOWNSHIP 56 SOUTH, RANGE 40 EAST; THENCE N00°28'03"W AS A BASIS OF BEARINGS ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 30 FOR 589.04 FEET TO A POINT OF INTERSECTION WITH THAT POLYGON FEATURE CLASS OF MIAMI–DADE COUNTY'S URBAN DEVELOPMENT BOUNDARY LIMIT, AS REFERENCED FROM THE MIAMI–DADE COUNTY GEOGRAPHIC INFORMATION SYSTEM (GIS) OPEN DATA AT SERVICES.ARCGIS.COM, SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE THE FOLLOWING COURSES ALONG SAID FEATURE REPRESENTATION OF THE URBAN DEVELOPMENT BOUNDARY LIMIT; THENCE N66°22'33"E FOR 108.64 FEET; THENCE N63°27'34"E FOR 196.03 FEET; THENCE N53°59'37"E FOR 188.28 FEET; THENCE N55°42'35"E FOR 229.14 FEET; THENCE N53°04'39"E FOR 420.99 FEET; THENCE N50°07'03"E FOR 57.27 FEET TO A POINT OF INTERSECTION WITH THE EAST LIMIT OF THAT PARCEL FOUND IN OFFICIAL RECORDS BOOK 9719, PAGE 317, OF THE PUBLIC RECORDS OF MIAMI–DADE COUNTY, FLORIDA; THENCE LEAVING SAID URBAN DEVELOPMENT LIMIT S00°25'18"E ALONG THE EASTERLY LIMIT OF SAID PARCEL FOR 1,227.14 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE S88°42'56"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 30 FOR 1,001.52 FEET TO THE CENTER OF SAID SECTION 30; THENCE S00°37'23"E ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30 FOR 1,389.19 FEET; THENCE S88°48'38"W FOR 2,642.85 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25; THENCE S00°10'27"E ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25 FOR 1,380.99 FEET TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF SAID SECTION 36; THENCE S00°49'02"E ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36 FOR 1,340.48 FEET TO A POINT OF INTERSECTION WITH THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 36, SAID POINT ALSO BEING A POINT OF INTERSECTION WITH THE CORNER OF SAID URBAN DEVELOPMENT BOUNDARY LIMIT; THENCE THE FOLLOWING COURSES ALONG THE LIMIT OF SAID URBAN DEVELOPMENT BOUNDARY UNTIL THE POINT OF BEGINNING: S89°25'20"W ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 36 FOR 2,341.65 FEET; THENCE N00°22'23"W FOR 47.96 FEET; THENCE N00°17'14"W FOR 580.04 FEET TO A POINT OF INTERSECTION WITH A LINE THAT IS 628.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 36, SAID PARALLEL LINE AS DESCRIBED IN RESOLUTION Z–161–74 IN MIAMI–DADE COUNTY, FLORIDA; THENCE S89°25'20"W ALONG SAID PARALLEL LINE FOR 335.41 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36; THENCE N00°26'23"W ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36 FOR 715.36 FEET TO THE SOUTH 1/4 CORNER OF SECTION 25, TOWNSHIP 56 SOUTH, RANGE 39 EAST; THENCE N00°36'30"W ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 25 FOR 2,486.33 FEET TO A POINT OF INTERSECTION WITH A LINE THAT RUNS NEAR THE SOUTHERLY LIMIT OF FLORIDA'S TURNPIKE HOMESTEAD EXTENSION RECORDED IN FLORIDA DEPARTMENT OF TRANSPORTATION'S RIGHT–OF–WAY MAP OF SECTION 87005–2304; THENCE N65°25'58"E FOR 21.45 FEET; THENCE N76°25'50"E FOR 1,013.99 FEET; THENCE N77°36'48"E FOR 243.29 FEET; THENCE N78°47'19"E FOR 227.91 FEET; THENCE N78°56'25"E FOR 771.52 FEET; THENCE N78°56'04"E FOR 465.66 FEET; THENCE N70°20'46"E FOR 234.61 FEET; THENCE N84°30'58"E FOR 138.32 FEET; THENCE N85°32'46"E FOR 159.36 FEET; THENCE N84°11'11"E FOR 232.01 FEET; THENCE N85°10'46"E FOR 243.82 FEET; THENCE N84°55'31"E FOR 354.12 FEET; THENCE N83°00'19"E FOR 299.73 FEET; THENCE N84°00'38"E FOR 264.44 FEET; THENCE N81°21'05"E FOR 214.88 FEET; THENCE N83°50'59"E FOR 171.80 FEET; THENCE N81°37'32"E FOR 158.57 FEET; THENCE N76°52'06"E FOR 142.09 FEET; THENCE N66°22'33"E FOR 52.63 FEET TO THE POINT OF BEGINNING.



VICINITY MAP

A PORTION OF SECTION 30 OF TOWNSHIP 56 SOUTH, RANGE 40 EAST, AND PORTIONS OF SECTIONS 36 AND 25 OF TOWNSHIP 56 SOUTH, RANGE 39 EAST, ALL LYING IN MIAMI-DADE COUNTY, FLORIDA

NOT TO SCALE

AREAS CALCULATIONS:

WITHIN PERIMETER OF THE BOUNDARY–GROSS	–	378.86 ac
(LESS RIGHTS–OF–WAY & OTHER AREAS DETAILED BELOW)	–	67.85 ac
NET DEVELOPABLE AREA		311.01 ac

RIGHT–OF–WAY AND SIMILAR AREAS

EXISTING ROAD RIGHTS–OF–WAY	8.85 ac
ZONED ROAD RIGHTS–OF–WAY	15.16 ac
SW 260 STREET RIGHT–OF–WAY	4.10 ac
FTE LAND AT SW CORNER OF INTERCHANGE	11.24 ac
FPL TRANSMISSION CORRIDOR	19.43 ac
C–102 CANAL	9.07 ac
TOTAL:	67.85 ac

PHASE I AREA BREAKDOWN

GROSS	83.85 ac
RIGHTS–OF–WAY	9.52 ac
NET	74.33 ac

PHASE II AREA BREAKDOWN

GROSS	165.08 ac
RIGHTS–OF–WAY	20.25 ac
NET	144.83 ac

PHASE III AREA BREAKDOWN

GROSS	129.93 ac
RIGHTS–OF–WAY	38.08 ac
NET	91.86 ac

SURVEYOR'S CERTIFICATE:
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE APPROPRIATE SECTION(S) OF THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCORPORATES PROVISIONS CONTAINED IN ITEM 15 OF TABLE A THEREOF. ALSO THAT THIS SURVEY MEETS THE STANDARD OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J–17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. AND, THAT THE SKETCH HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON. THE FIELD WORK WAS COMPLETED ON 08/23/2022.

ARTURO A. SOSA
PROFESSIONAL SURVEYOR AND MAPPER NO. 2629
STATE OF FLORIDA
art@ludovici–orange.com

NO.	DATE	DESCRIPTION	BY	APP.
2	8/23/22	REVISED TO REDUCE APPLICATION AREA	GB	JH
3	9/3/21	REVISED UDB BOUNDARY LIMIT NEAR SW 248 ST & SW 122 AVE PER COUNTY ADVISEMENT	GB	JH
2	6/27/21	REVISED ACREAGE CALCULATIONS FOR PHASES 2 AND 3	GB	JH
1	5/12/21	REDUCED FP&L PARCEL FROM 10.13 TO 0.55 ACRES	GB	JH

REVISIONS BLOCK

ALTA / NSPS LAND TITLE SURVEY
URBAN DEVELOPMENT BOUNDARY AMENDMENT

CLIENT INFO:
ALIGNED REAL ESTATE HOLDINGS, LLC
2500 SOUTH DIXIE HIGHWAY, SUITE 208
MIAMI, FLORIDA 33133

SEE VICINITY MAP

PROP. LOCATION: MIAMI-DADE COUNTY, FLORIDA. SEC. 30 & 31-56S-40E / 25 & 36-56S-39E

LUDOVICI & ORANGE
CONSULTING ENGINEERS, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 1012
5301 SW 128TH STREET, SUITE 211 MIAMI, FLORIDA 33156
Phone: 305-448-1600 | info@ludovici-orange.com

DRAWN: GB
CHECKED: TB
SCALE: AS NOTED
DATE: 2/17/21
PROJ. #: 2021 06
FIELD BOOK: ------

SHEET: 1 OF 5 SHEETS

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8/23/2022 7:52 AM

A-28

ALTA / NSPS LAND TITLE SURVEY

URBAN DEVELOPMENT BOUNDARY AMENDMENT

PORTIONS OF SECTIONS 30 AND 31 OF TOWNSHIP 56 SOUTH, RANGE 40 EAST, AND PORTIONS OF SECTIONS 36 AND 25 OF TOWNSHIP 56, SOUTH, RANGE 39 EAST, ALL LYING IN MIAMI–DADE COUNTY, FLORIDA

FIRM

FLOOD INSURANCE RATE MAP

MIAMI-DADE COUNTY, FLORIDA
AND INCORPORATED AREAS

MAP NUMBER
12086C0594L

PANEL 594 OF 1031

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
MIAMI - DADE COUNTY	120635	0594	L

MAP NUMBER
12086C0613L

PANEL 613 OF 1031

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
MIAMI - DADE COUNTY	120635	0613	L

MAP NUMBER
12086C0611L

PANEL 611 OF 1031

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
CUTLER BAY, TOWN OF	120218	0611	L
MIAMI - DADE COUNTY	120635	0611	L

LEGEND

SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

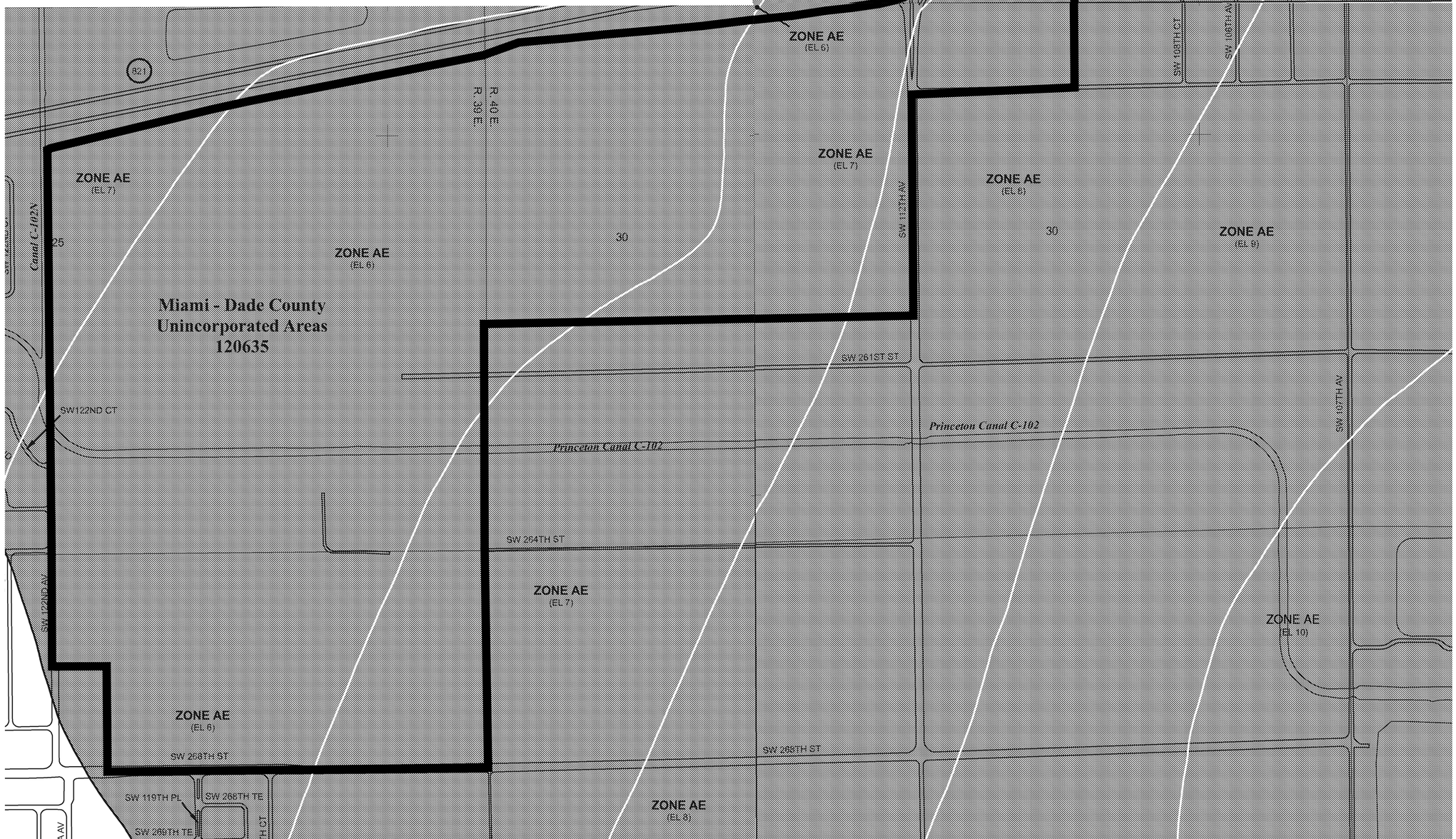
ZONE AE Base Flood Elevations determined.

MAP SCALE 1" = 500'

250 0 500 1000 FEET

150 0 150 300 METERS

N W E S



(THIS DOCUMENT CONSISTS OF FIVE (5) SHEETS AND EACH SHEET WILL NOT BE CONSIDERED FULL, VALID, NOR COMPLETE UNLESS ATTACHED TO THE OTHERS)

NO.	DATE	DESCRIPTION	BY	APP.
2	8/23/22	REDUCED PERIMETER TO MATCH REVISED BOUNDARY	GB	JH
1	5/1/2021	REDUCED FP&L PARCEL FROM 10.13 TO 0.55 ACRES	GB	JH

ALTA / NSPS LAND TITLE SURVEY
URBAN DEVELOPMENT BOUNDARY AMENDMENT

SEE VICINITY MAP

PREPARED FOR:
ALIGNED REAL ESTATE HOLDINGS, LLC
2550 SOUTH BAYSHORE DRIVE, SUITE 206
MIAMI, FLORIDA 33133

MIAMI-DADE COUNTY, FLORIDA SEC. 30 & 31-56S-40E / 25 & 36-56S-39E

LUDOVICI & ORANGE
CONSULTING ENGINEERS, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 1012
3301 SW 75th STREET, SUITE 211 MIAMI, FLORIDA 33155
Phone: 305-446-1600 | info@ludovicinorange.com

DRAWN:	GB
CHECKED:	TB
SCALE:	AS NOTED
DATE:	2/17/21
PROJ. #:	2021 06
FIELD BOOK:	-----

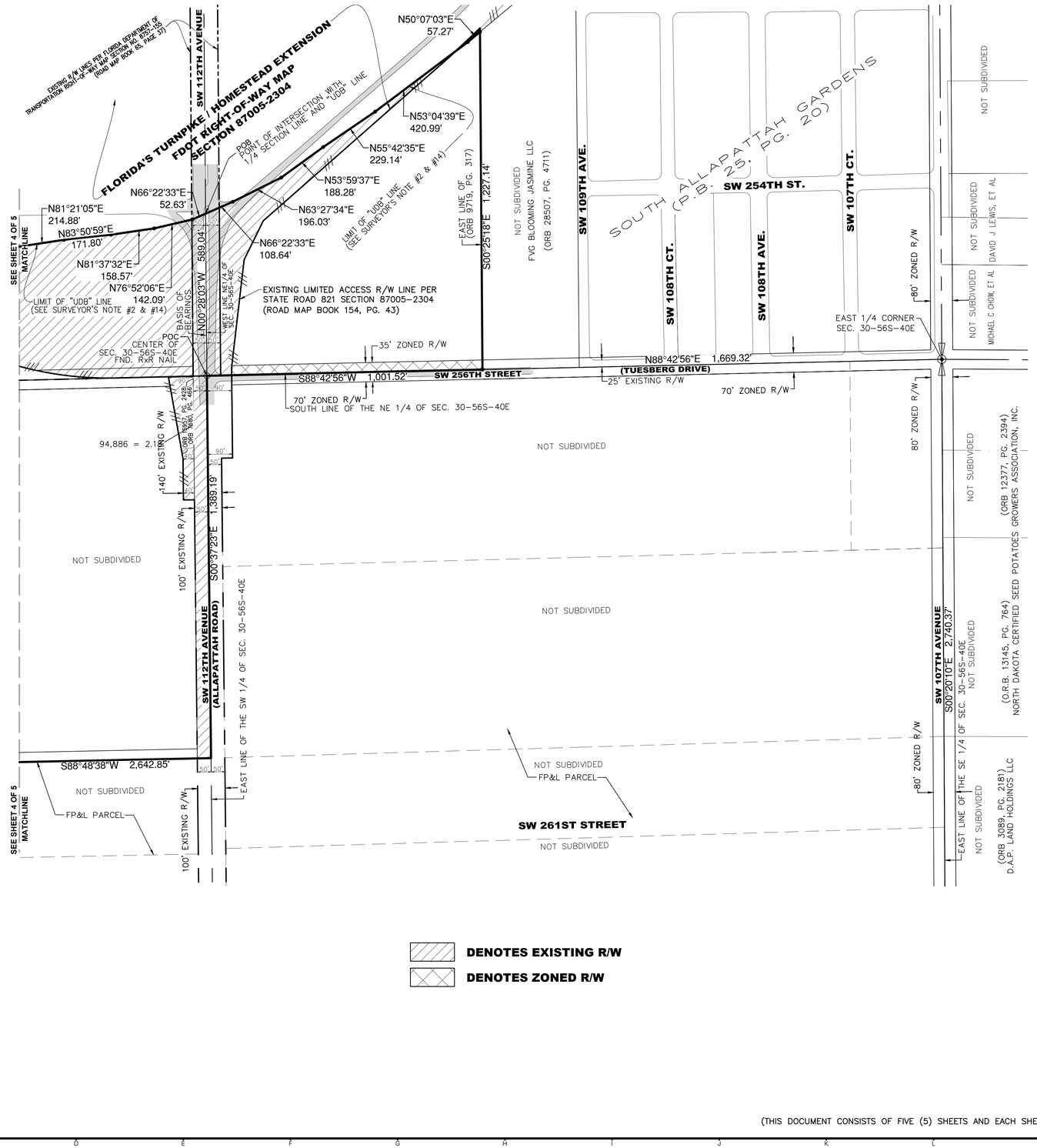
SHEET:
2
OF 5 SHEETS

A-29

ALTA / NSPS LAND TITLE SURVEY

URBAN DEVELOPMENT BOUNDARY AMENDMENT

PORTIONS OF SECTIONS 30 AND 31 OF TOWNSHIP 56 SOUTH, RANGE 40 EAST, AND PORTIONS OF SECTIONS 36 AND 25 OF TOWNSHIP 56, SOUTH, RANGE 39 EAST, ALL LYING IN MIAMI–DADE COUNTY, FLORIDA



N
W E
S

GRAPHIC SCALE

200 0 100 200 400 800

(IN FEET)
1 inch = 200 ft.

NO.	DATE	DESCRIPTION	BY	APP.
2	8/23/22	REVISED BOUNDARY LIMIT AND RIGHTS-OF-WAY CALCULATIONS	GB	JH
1	5/12/21	REDUCED FP&L PARCEL FROM 10.13 TO 0.55 ACRES	GB	JH

ALTA / NSPS LAND TITLE SURVEY
URBAN DEVELOPMENT BOUNDARY AMENDMENT

SHT. CONTENTS: SEE VICINITY MAP

CLIENT: ALIGNED REAL ESTATE HOLDINGS, LLC
2550 SOUTH BAYSHORE DRIVE, SUITE 208
MIAMI, FLORIDA 33133

MIAMI-DADE COUNTY, FLORIDA SEC. 30 & 31-56S-40E / 25 & 36-56S-39E

LUDOVICI & ORANGE
CONSULTING ENGINEERS, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 1012
3301 SW 28 STREET SUITE 211 MIAMI, FLORIDA 33186
Phone: 305-448-1600 | info@ludovicionorange.com

DRAWN: GB
CHECKED: TB
SCALE: AS NOTED
DATE: 2/17/21
PROJ. #: 2021 06
FIELD BOOK: -----

SHEET: 3 OF 5 SHEETS

(THIS DOCUMENT CONSISTS OF FIVE (5) SHEETS AND EACH SHEET WILL NOT BE CONSIDERED FULL, VALID, NOR COMPLETE UNLESS ATTACHED TO THE OTHERS)

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ALTA / NSPS LAND TITLE SURVEY

URBAN DEVELOPMENT BOUNDARY AMENDMENT

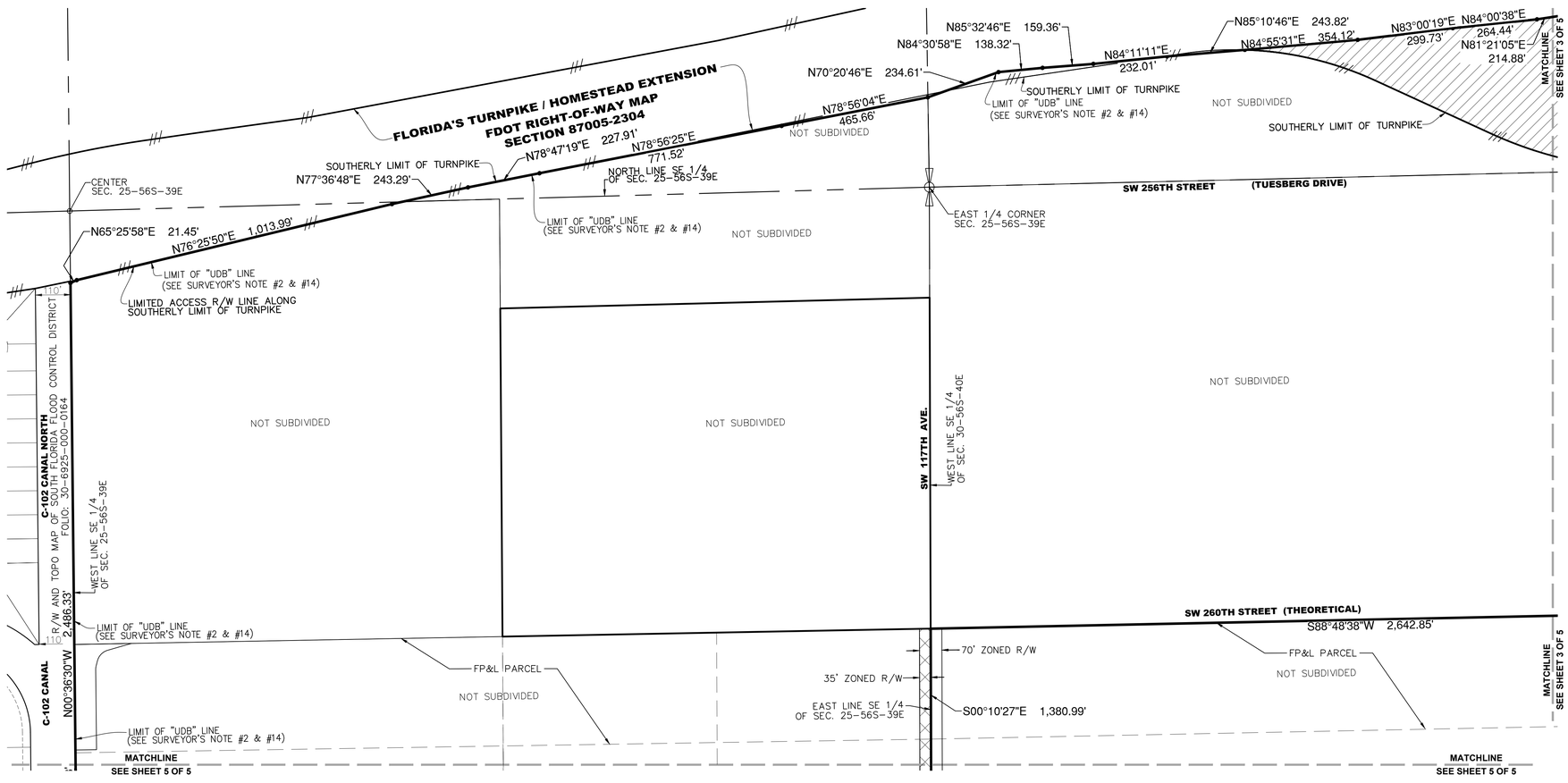
PORTIONS OF SECTIONS 30 AND 31 OF TOWNSHIP 56 SOUTH, RANGE 40 EAST, AND PORTIONS OF SECTIONS 36 AND 25 OF TOWNSHIP 56, SOUTH, RANGE 39 EAST, ALL LYING IN MIAMI–DADE COUNTY, FLORIDA

N
W E
S

GRAPHIC SCALE

200 0 100 200 400 800

(IN FEET)
1 inch = 200 ft.



DENOTES EXISTING R/W

DENOTES ZONED R/W

(THIS DOCUMENT CONSISTS OF FIVE (5) SHEETS AND EACH SHEET WILL NOT BE CONSIDERED FULL, VALID, NOR COMPLETE UNLESS ATTACHED TO THE OTHERS)

NO.	DATE	DESCRIPTION	BY	APP.
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1	5/12/21	REDUCED FP&L PARCEL FROM 10.13 TO 0.55 ACRES	GB	JH

ALTA / NSPS LAND TITLE SURVEY
URBAN DEVELOPMENT BOUNDARY AMENDMENT

ALIGNED REAL ESTATE HOLDINGS, LLC
2500 SOUTH BAYSHORE DRIVE SUITE 208
MIAMI, FLORIDA 33133

SEE VICINITY MAP

MIAMI-DADE COUNTY, FLORIDA SEC. 30 & 31-56S-40E / 25 & 36-56S-39E

LUDOVICI & ORANGE
CONSULTING ENGINEERS, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 1012
5301 SW 128 STREET SUITE 211 MIAMI, FLORIDA 33156
Phone: 305-448-1600 | info@ludovicorange.com

DRAWN: GB
CHECKED: TB
SCALE: AS NOTED
DATE: 2/17/21
PROJ. #: 2021 06
FIELD BOOK: ------

SHEET: 4 OF 5 SHEETS

ALTA / NSPS LAND TITLE SURVEY

URBAN DEVELOPMENT BOUNDARY AMENDMENT

PORTIONS OF SECTIONS 30 AND 31 OF TOWNSHIP 56 SOUTH, RANGE 40 EAST, AND PORTIONS OF SECTIONS 36 AND 25 OF TOWNSHIP 56, SOUTH, RANGE 39 EAST, ALL LYING IN MIAMI–DADE COUNTY, FLORIDA

N
W E
S

GRAPHIC SCALE

200 0 100 200 400 800

(IN FEET)
1 inch = 200 ft.



DENOTES EXISTING R/W

DENOTES ZONED R/W

(THIS DOCUMENT CONSISTS OF FIVE (5) SHEETS AND EACH SHEET WILL NOT BE CONSIDERED FULL, VALID, NOR COMPLETE UNLESS ATTACHED TO THE OTHERS)

NO.	DATE	DESCRIPTION	BY	APP.
2	8/23/22	REVISED BOUNDARY LIMIT AND RIGHTS-OF-WAY CALCULATIONS	GB	JH
2	9/3/21	REVISED UDB BOUNDARY LIMIT NEAR SW 248 ST & SW 122 AVE PER COUNTY ADVISEMENT	GB	JH
1	5/12/21	REDUCED FP&L PARCEL FROM 10.13 TO 0.55 ACRES	GB	JH

ALTA / NSPS LAND TITLE SURVEY
URBAN DEVELOPMENT BOUNDARY AMENDMENT

SEE VICINITY MAP

PREPARED FOR: ALIGNED REAL ESTATE HOLDINGS, LLC
2550 SOUTH BAYSHORE DRIVE, SUITE 208
MIAMI, FLORIDA 33133

MIAMI-DADE COUNTY, FLORIDA SEC. 30 & 31-56S-40E / 25 & 36-56S-39E

LUDOVICI & ORANGE
CONSULTING ENGINEERS, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 1012
3501 SW 128 STREET SUITE 211 MIAMI FLORIDA 33186
Phone: 305-448-1500 | info@ludovicinorange.com

DRAWN:	GB
CHECKED:	TB
SCALE:	AS NOTED
DATE:	2/17/21
PROJ. #:	2021 06
FIELD BOOK:	------

SHEET: 5 OF 5 SHEETS

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BERCOW RADELL FERNANDEZ LARKIN + TAPANES
ZONING, LAND USE AND ENVIRONMENTAL LAW

200 S. Biscayne Boulevard
Suite 300, Miami, FL 33131

www.brzoninglaw.com

305.377.6229 office
305.377.6222 fax
gpenn@brzoninglaw.com

Received 10/24/2022 3:31pm
RER-Planning

October 24, 2022

VIA ELECTRONIC SUBMITTAL

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

RE: South Dade Logistics and Technology District ("SDLTD") – Technical Revision to Proposed Amendment to Land Use Element Policy LU-8H.

Dear Ms. Gomez:

One of the requests in the SDLTD application requests technical changes to Comprehensive Development Master Plan ("CDMP") Policy LU-8H, which governs the application requirements for zoning applications that need to accompany Urban Development Boundary ("UDB"). Staff has suggested that the Applicants' proposed language could have unintended consequences if the County approves a new Urban Expansion Area ("UEA"). At the time the Applicants proposed the LU-8H amendment, no new UEA was contemplated. The CDMP amendment proposed by Resolution R-709-22 could now, however, result in additional UEA land on the north side of the County qualifying for the limited exception proposed by the Applicants.

To avoid any unnecessary complications, the Applicants have requested a small revision to the draft amendment, which is attached hereto.

The proposed change will ensure that the LU-8H language remains a small exception to the requirement to file a companion zoning application covering 100% of the land subject to an application seeking to move the UDB. The Applicants will be requesting the Commission to adopt the proposed CDMP amendment with this minor change in place.

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

Sincerely,

Graham Penn

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

Received 10/25/2022 9:17pm
RER-Planning

This instrument was prepared by:

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

(Space reserved for Clerk)

DECLARATION OF RESTRICTIONS

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

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

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

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

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

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

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

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

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Development Limits**. Unless adjusted through the transfer of additional floor area from other Phases in the District, as contemplated in the text of the CDMP, development of the Property shall be limited to a maximum of 1,944,308 square feet of industrial development, including, but not limited to, logistic centers, warehouses, maintenance and repair facilities, office buildings and parks, light manufacturing and wholesale showrooms together with uses accessory and ancillary thereto (subject to modification to the extent permitted by the Development Equivalency provisions attached to this Declaration as **Exhibit "B"**) in

accordance with the minimum and maximum development standards in the adopted South Dade Logistics & Technology District.

3. **Prohibited Uses**. The uses listed in **Exhibit "C"** shall not be permitted on the Property.

4. **Hiring.** The Phase IIA Owners agree to comply with the hiring commitments listed in **Exhibit "D"** to this Declaration to ensure that employment opportunities prioritize the local workforce.

5. **Compliance with Policy LU-8H of the CDMP**. In compliance with Policy LU-8H, the Phase IIA Owners have filed a concurrent zoning application covering the Property, which application is identified by Public Hearing No. Z2021000050 (the "Zoning Application"). In connection with the Zoning Application, the Phase IIA Owners have executed that certain Development Agreement, dated of even date herewith, by and among the Phase IIA Owners, Miami-Dade County and other owners of property within Phase II of the District (the "Development Agreement"), which outlines a number of measures designed to mitigate the impact of the proposed development of the District, including the Property, on the County's public services and facilities, and to ensure consistency with the CDMP. The Phase IIA Owners agree that the development of the Property will be subject to the terms of the Development Agreement, as may be amended.

6. **Roadway Mitigation Proportionate Share Payment.**

    a. Miami-Dade County has undertaken review of a detailed planning-level transportation analysis of the impacts of the proposed development of the District (the "Project") on the surrounding roadway network. In light of the

study, additional analyses of the surrounding roadway network (the "Surrounding Roads") will not be required for roadway concurrency purposes.

b. Based on the results of the planning-level analysis of the Surrounding Roads, the following roadway segments are anticipated to lack capacity: SW 112 Avenue, between SW 216 Street and SW 232 Street, which is under the jurisdiction of the Florida Department of Transportation (FDOT), in 2045, and SW 248 Street between, SW 127 Ave and US 1, in 2024 (with or without the Project) (collectively, the "Roadway Segments").

c. The Phase IIA Owners will make proportionate share payments to improve the Roadway Segments in order to ensure that traffic circulation facilities necessary to serve the Application Area are included in the CDMP, and the associated funding is viable as detailed in the "Roadway Segments Improvements" table below, and in accordance with the following:

   i. The Phase IIA Owners shall be jointly and severally responsible for the Project's proportionate share costs (the "Project's Proportionate Share") of the Roadway Segments improvements, as set forth in the table below.

   ii. Each subdivision application within the Phase IIA shall demonstrate how the respective owner(s)' proportionate share (the "Proportionate Share Payment"), to be calculated on a pro rata basis by acreage of the Property within Phase IIA, will be paid prior to the approval of a final plat for the acreage covered by the subdivision application.

   iii. The Project's Proportionate Share set forth in this Declaration shall be adjusted in accordance with the "Consumer Price Index U.S. City Average,"

as published by the U.S. Bureau of Labor Statistics (CPI) from the Effective Date to the time of the relevant payment.

iv. The Project's Proportionate Share will be used by the County to fund roadway improvements to mitigate the failing segments listed in the table below. The improvements may include other roadway segments the County determines will mitigate for the anticipated failures of the Roadway Segments listed below.

ROADWAY SEGMENTS IMPROVEMENTS				
Roadway	**Existing Capacity**	**Expanded Capacity**	**Roadway Widening Cost**	**Project Proportionate Share**
SW 112 Avenue between SW 216 ST & SW 232 ST	4 lanes	6 lanes	$14,100,000	$475,193.37
SW 248 Street between SW 127 Avenue and US 1	2 lanes	4 lanes	$25,8000,000	$3,098,316.50
			Total	**$3,573,509.87**

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

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

7. Voluntary EEL Conveyance. Prior to the approval of any final plat for the Property, the Phase IIA Owners shall, at their cost, convey to Miami-Dade County no less than 311 acres of land, in one or more parcels, currently on Miami-Dade's Environmentally Endangered Lands (EEL) Priority A Acquisition list (the "EEL Parcel(s)"). The EEL Parcel(s) shall be selected from the areas depicted in Exhibit "E" to this Declaration. The EEL Parcel(s) shall not be credited towards any mitigation required by the County or other agencies for existing or proposed environmental permits.

MISCELLANEOUS

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

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

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

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

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

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

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

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

Severability. Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any

material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion

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

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

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

[Execution Pages to Follow]

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

WITNESSES:

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

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

By: _____

Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

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

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

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

_____
Signature

Notary Public-State of _____

_____
Print Name

My Commission Expires:

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

WITNESSES:

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

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

By: _____

Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

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

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

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

_____
Signature

Notary Public-State of _____

_____

JOINDER BY MORTGAGEE CORPORATION

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

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

WITNESSES:

_____

_____

Print or Type Name

_____

_____

Print or Type Name

LION FINANCIAL, LLC

By:_____

Title:_____

Print name:_____

Address:_____

STATE OF _____
COUNTY OF _____

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

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

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

_____
Signature
Notary Public-State of _____
_____
Print Name

My Commission Expires:

JOINDER BY MORTGAGEE

CORPORATION

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

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

WITNESSES:

_____

_____

Print or Type Name

_____

_____

Print or Type Name

LION BAHAMAS, LLC

By:_____

Title:_____

Print name:_____

Address:_____

STATE OF _____
COUNTY OF _____

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

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

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

_____
Signature
Notary Public-State of _____
_____
Print Name

My Commission Expires:

EXHIBIT A
PHASE IIA PROPERTY

PARCEL 120:
THAT PARCEL OF LAND LYING NORTH AND EAST OF THE CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT CANAL 102 RIGHT-OF-WAY.

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

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

PARCEL 123
THE EAST 3/4 OF THE NORTH 1/2 OF SOUTHWEST 1/4 OF SOUTHEAST 1/4 LESS THE NORTH 330 FEET, SECTION 25, TOWNSHIP 56 SOUTH, RANGE 39 EAST, LYING NORTH OF THE C102-1 CANAL AND BEING IN MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

EXHIBIT A
PHASE IIA PROPERTY

PARCEL 120:
THAT PARCEL OF LAND LYING NORTH AND EAST OF THE CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT CANAL 102 RIGHT-OF-WAY.

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

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

PARCEL 123
THE EAST 3/4 OF THE NORTH 1/2 OF SOUTHWEST 1/4 OF SOUTHEAST 1/4 LESS THE NORTH 330 FEET, SECTION 25, TOWNSHIP 56 SOUTH, RANGE 39 EAST, LYING NORTH OF THE C102-1 CANAL AND BEING IN MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

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

PARCEL 48
THAT PORTION OF THE EAST 3/4 OF THE SOUTH 1/4 OF THE NORTHEAST 1/4 LYING SOUTH OF STATE ROAD 821 AND THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, OF SECTION 25, TOWNSHIP 56 SOUTH, RANGE 39 EAST, LYING IN MIAMI-DADE COUNTY, FLORIDA, ALSO DESCRIBED AS:

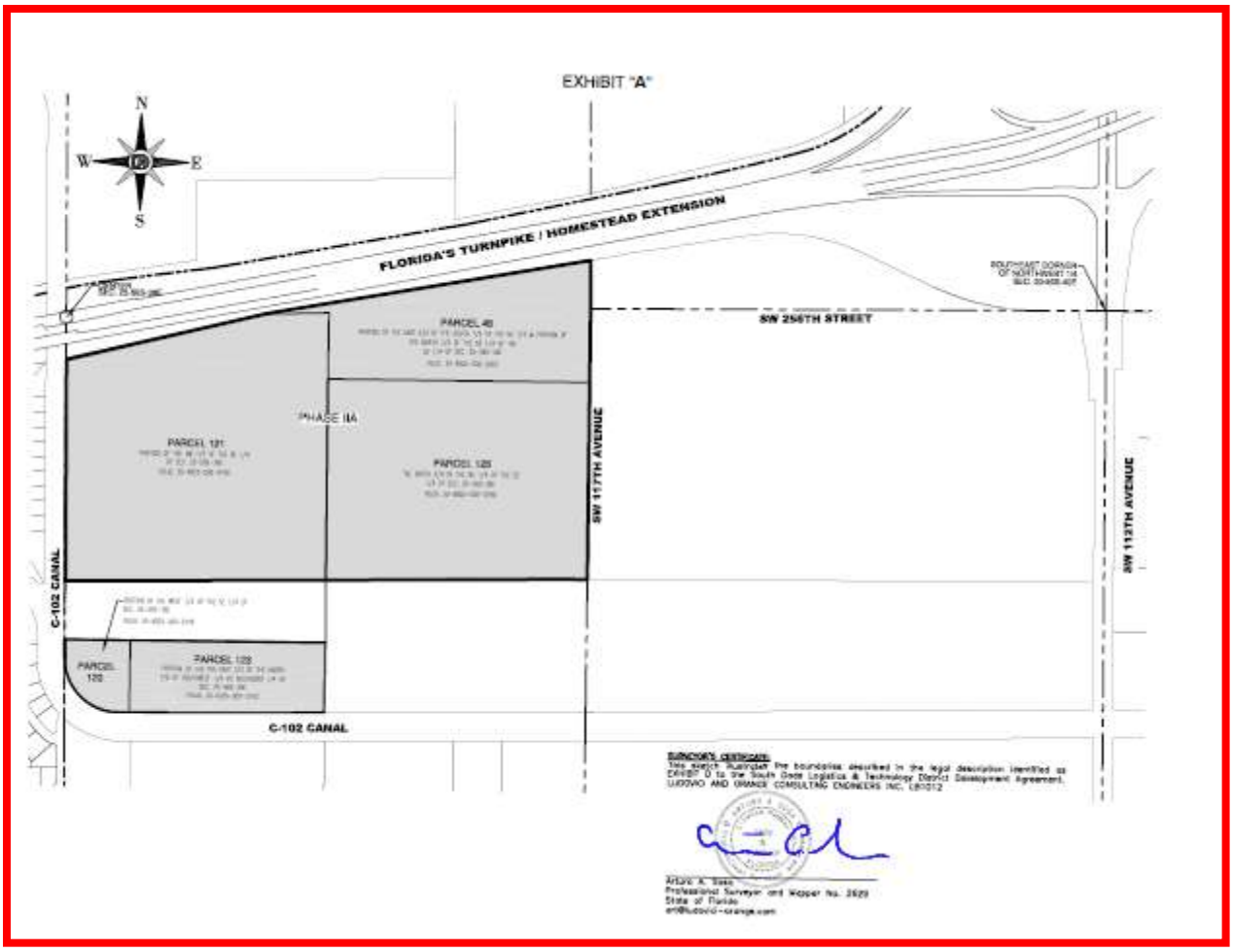
COMMENCE AT THE NORTHEAST CORNER OF THE SE 1/4 OF SECTION 25, TOWNSHIP 54 SOUTH, RANGE 39 EAST, MIAMI-DADE FLORIDA; THENCE RUN S 00°10'27" EAST FOR A DISTANCE OF 345.25 FEET; THENCE RUN S 88°32'34" WEST FOR A DISTANCE OF 1342.96 FEET; THENCE RUN N 00°23'21" WEST FOR A DISTANCE OF 342.09 FEET; THENCE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

PARCEL 121
THE NW 1/4 OF THE SE 1/4 OF SECTION 25, TOWNSHIP 56 SOUTH, RANGE 39 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA; LESS THE FOLLOWING FOR RIGHT-OF-WAY OF SR 821; BEGINNING AT THE NORTHWEST CORNER OF THE SE 1/4 OF SAID SECTION 25; THENCE RUN EASTWARDLY ALONG THE NORTHERN LINE OF SAID SE 1/4 FOR A DISTANCE OF 1025.40 FEET TO A POINT; THENCE RUN S 76°22'12" W FOR A DISTANCE OF 1051.81 FEET TO A POINT IN THE WESTERN LINE OF SAID SE 1/4; THENCE RUN NORTHWARDLY ALONG THE WESTERN LINE OF SAID SE 1/4 FOR A DISTANCE OF 219.47 FEET TO THE POINT OF BEGINNING, ALSO DESCRIBED AS:

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

PARCEL 125
THE SOUTH 3/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 56 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA, ALSO DESCRIBED AS:

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


EXHIBIT "A"
N
W
E
S
FLORIDA'S TURNPIKE / HOMESTEAD EXTENSION
SW 256TH STREET
PARCEL 40
PHASE IIA
PARCEL 121
PARCEL 125
SW 117TH AVENUE
SW 112TH AVENUE
C-102 CANAL
PARCEL 120
PARCEL 122
C-102 CANAL

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

PARCEL 48
THAT PORTION OF THE EAST 3/4 OF THE SOUTH 1/4 OF THE NORTHEAST 1/4 LYING SOUTH OF STATE ROAD 821 AND THE NORTH 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, OF SECTION 25, TOWNSHIP 56 SOUTH, RANGE 39 EAST, LYING IN MIAMI-DADE COUNTY, FLORIDA, ALSO DESCRIBED AS:

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

PARCEL 125
THE SOUTH 3/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 56 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA, ALSO DESCRIBED AS:

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

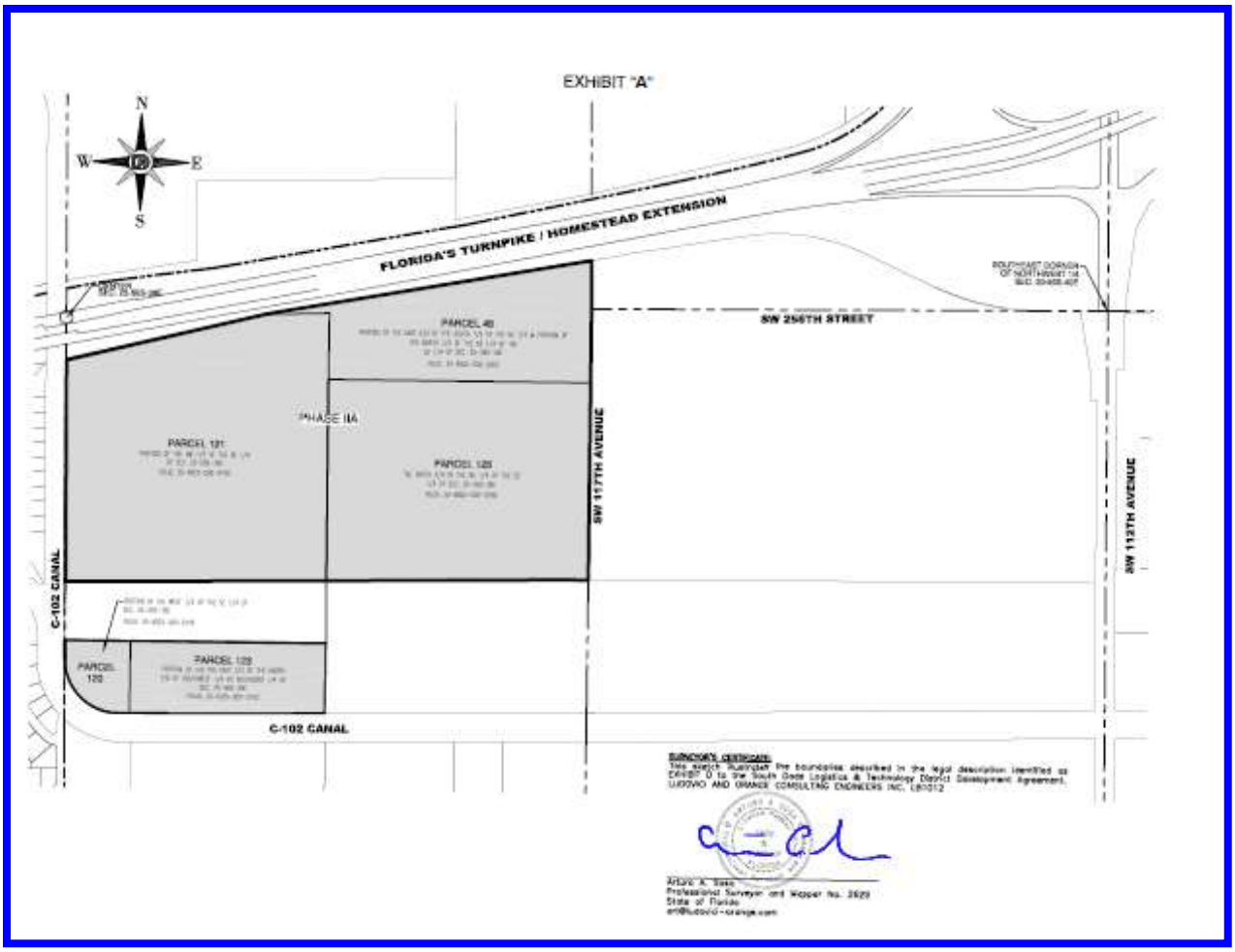

EXHIBIT "A"
N
W
E
S
FLORIDA'S TURNPIKE / HOMESTEAD EXTENSION
SW 256TH STREET
SW 117TH AVENUE
SW 112TH AVENUE
C-102 CANAL
C-102 CANAL
PHASE IIA
PARCEL 40
PARCEL 121
PARCEL 120
PARCEL 122
PARCEL 123
SURVEYOR'S CERTIFICATE

EXHIBIT "B"

VEHICLE TRIP RATES AND EQUIVALENCY MATRIX

Cummulative Trip Generation Summary for Phase II*

Use	Size	Daily	Weekday Morning Peak Hour			Weekday Afternoon Peak Hour		
			In	Out	Total	In	Out	Total
Warehousing	2,674,756 SF	4,183	293	87	380	109	280	389
Retail	80,000 SF	8,841	171	107	278	236	268	504
Hotel	150 Rooms	1,061	38	26	64	35	35	70
	Total	14,085	502	220	722	380	583	963

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

LANGAN

South Dade Industrial Park UDB/CDMP Application

Afternoon Peak Hour Land Use Equivalency Matrix (Phase II Only)*

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

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

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

Prepared: 2022-08-29

LANGAN

Cummulative Trip Generation Summary for Phase II*

Use	Size	Daily	Weekday Morning Peak Hour			Weekday Afternoon Peak Hour		
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Hotel	150 Rooms	1,061	38	26	64	35	35	70
	Total	**14,085**	**502**	**220**	**722**	**380**	**583**	**963**

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

LANGAN

South Dade Industrial Park UDB/CDMP Application
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Trip Exchange Rate Examples		
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**Pursuant to the CDMP Special District text, transfers of development rights between phases and subphases are permitted provided the total afternoon peak hour trips for Phases II does not exceed 963 pm peak hour external trips.*

Prepared: 2022-08-29

LANGAN

XHIBI "EXHIBIT "C"

PROHIBITED USES

1. Adult entertainment uses.
2. Aircraft hangars and repair shops.
3. Amusement center.
4. Animal hospitals.
5. Armories.

6. Auditoriums.
7. Auto painting, top and body work, except as accessory to a permitted use.
8. Automotive repairs, except as accessory to a permitted use.
9. Billiard rooms and pool rooms.
10. Blacksmith, gas steam fitting shops.
11. Boat or yacht repairing or overhauling, or boat building.
12. Boats slips used for the tying up of boats for the purpose of overhauling or repairing.
13. Bowling alleys.
14. Cabinet shops, except as accessory to a permitted use.
15. Canning factories.
16. Carpet cleaning.
17. Clubs, private.
18. Commercial chicken hatcheries.
19. Construction debris materials recovery transfer facility.
20. Contractor yards (offices permitted)
21. Dancing halls or dancing academies.
22. Dispensing facilities for medical cannabis.
23. Dog Kennels.
24. Dog and pet hospitals.
25. Donated goods centers.
26. Dredging base.
27. Dry cleaning and dyeing plants.
28. Dynamite storage.
29. Engine service, except as accessory to a permitted use.
30. Fertilizer storage, except as accessory to a permitted use.
31. Glass installations, except as accessory to a permitted use.
32. Grinding shops, except as accessory to a permitted use.
33. Home improvement center (as defined in Section 33-247)
34. Home improvement warehouse (as defined in Section 33-259).
35. Ice Manufacturing, except as accessory to a permitted use.
36. Insecticide, mixing, packaging and storage, except as accessory to a permitted use.
37. Jewelry loan center.
38. Livery stables.
39. Lumberyards.
40. Machine shops, except as accessory to a permitted use.
41. Marine warehouses.
42. Mattress manufacturing and renovating.
43. Metalizing processes.
44. Milk or ice distribution stations, except as accessory to a permitted use.
45. Novelty works manufacturing (storage, wholesale sales and distribution permitted)
46. Manufacturing of cement and clay products, such as concrete blocks, pipe, etc., except that storage and distribution of cement and clay products will be permitted.
47. Medical observation domitory.
48. Mortuaries or funeral homes.

49. Natatoriums.
50. Open-air theaters.
51. Ornamental metal workshops, except as accessory to a permitted use.
52. Oxygen storage and filling of cylinders, except as accessory to a permitted use.
53. Petroleum products storage tanks, except as part of service station open to the public or a private fueling station serving a permitted use.
54. Power or steam laundries.
55. Printing shops, except as accessory to a permitted use.
56. Pubs and bars.
57. Railroad shops.
58. Religious facilities.
59. Residential uses, including mixed-use development.
60. Rock and sand yards.
61. Sawmills.
62. Self-service mini-warehouse.
63. Shipyards and dry docks.
64. Skating rinks.
65. Soap manufacturing.
66. Steel fabrication, except as accessory to a permitted use.
67. Taxidermy.
68. Textile, hosiery, and weaving mills.
69. Upholstery shops, except as accessory to a permitted use.
70. Veterinarians.
71. Vulcanizing.
72. Welding supplies, except as accessory to a permitted use.
73. Wood and coal yards, except as accessory to a permitted use.

EXHIBIT "D"

SDLTD HIRING, LIVING HOURLY WAGE , ENVIRONMENTAL AND COMMUNITY BENEFITS COMMITMENTS

1. Purpose and Acknowledgement. The ~~Owner acknowledges~~Phase IIA Owners acknowledge the voluntary nature of these commitments. The purpose of these commitments is to promote job creation and economic development in South Miami-Dade County in keeping with Economic Element Objective ECO-3 and the vision of the Special District. The ~~Owner~~Phase IIA Owners and employers within the Special District will benefit from the availability of a well-trained workforce in close proximity to the Special District. As such, the ~~Owner declares~~Phase IIA Owners declare and ~~acknowledges~~acknowledge that there is a an essential nexus between these voluntary hiring, local hourly wage and community benefits payments, including the funding of the Community Benefits Program, as defined below, and both the legitimate public purpose of promoting a diversified and well-trained workforce and the benefits to the firms within the Special District.

2. Local Workforce Training and Placement. The ~~Owner~~Phase IIA Owners shall (a) consult and coordinate with the job placement, training and hiring entities in South Miami-Dade County; and State and/or County economic development entities regarding job training and job placement services for County residents seeking employment opportunities with potential employers which will locate or establish businesses within the District; (b) achieve or cause its general contractor(s) and subcontractors with twenty-five (25) or more employees (each, individually, a "**Contractor**"),as well as the tenants in buildings within the District with thirty (30) or more employees (each, individually, a "**Tenant**") to use diligent, good faith, efforts to achieve the goals outlined herein.

3. Local Preferential Hiring.

(a) The ~~Owner~~Phase IIA Owners shall cause each Contractor to hire at least twenty-five percent (25%) of the employees for its construction project(s) (the "**Project**") within the Property from the area comprised of the following zip codes: 33010, 33030, 33034, 33054, 33161, 33157, 33170, 33176, 33189, 33190, 33032, 33033 and 33039 in County Commission Districts 8 and 9 (the " **District 8 and 9 Target Area**"). If, despite diligent,

good faith efforts, a Contractor shall be unable to procure enough employees from the District 8 and 9 Target Area, such Contractor shall be permitted to hire workers from outside the District 8 and 9 Target Area in order for the Contractor to continue construction activities, but shall continue to pursue the hiring of workers from the District 8 and 9 Target Area.

(b) The ~~Owner~~Phase IIA Owners shall cause each Tenant within its project to hire at least twenty-five percent (25%) of its employees from the District 8 and 9 Target Area. If, after its diligent, good faith efforts, a Tenant shall be unable to procure enough employees from the District 8 and 9 Target Area, such Tenant shall then hire workers from outside the District 8 and 9 Target Area, as such Tenant shall deem appropriate to operate its business, but shall continue to pursue the hiring of workers from the District 8 and 9 Target Area.

4. Job Outreach Organizations. The ~~Owner~~Phase IIA Owners shall cause each Contractor, and each Tenant to post job opportunities electronically in established job outreach websites and organizations, including, without limitation, Youth Co-Op, Inc., South Florida Workforce, Florida Department of Economic Opportunity Career Source of South Florida, located in Miami, their successors or assigns, and similar programs in order to attract as many eligible applicants for such jobs as possible.

5. Job Fairs. The ~~Owner~~Phase IIA Owners shall provide five (5) full-page weekly advertisements in *The Miami Times* newspaper and five (5) full-page weekly advertisements in another newspaper of general circulation in order to inform residents of construction job opportunities and job fairs prior to construction commencement. These advertisements shall be in addition to advertisements done through other job outreach websites, organizations, and efforts.

6. Hourly Wages. In connection with the work performed by the ~~Owner~~Phase IIA Owners for the Project, the ~~Owner~~Phase IIA Owners shall cause the Contractor to pay its workers a Living Hourly Wage, equal to the Miami-Dade County's Living Hourly Wage (including and excluding health benefits, as applicable), as published by the County on October 1st of each year, plus ten percent (10%).

7. Subcontracts. The ~~Owner~~Phase IIA Owners shall require each Contractor to include the same Living Hourly Wage rate in any contracts entered into by such Contractor with its subcontractors for the Project within

the District who will stipulate and agree that they will pay the same Living Hourly Wage rates, subject to adjustment, as set forth in Section 6.

8. Tenants' Hourly Wages. The ~~Owner~~Phase IIA Owners shall encourage each Tenant in warehouse, logistics, distribution and industrial space within the Property to pay its employees a minimum Living Hourly Wage rate equal to the rate shown on the wage rate schedule (including and excluding health benefits, as applicable) posted in Miami-Dade County's Living Hourly Wage Notice published on October 1st of each year.

9. Community Benefits Program.

In an effort to establish a community benefits program that will support and enhance the ~~Owner~~Phase IIA Owners'~~s~~ local hiring commitments as well as the ability of employers within the Special District to secure a sufficient and well-trained labor force, within ninety (90) days of the final approval of the Application and the expiration of all applicable appeal periods, the ~~Owner~~Phase IIA Owners shall freely and voluntarily contribute the sum of one thousand five hundred dollars ($1,500.00) per net developable acre within the Property (the "**Funds**") to ~~a 501(c)(3) organization selected by the County Commissioner for District 9, which selection shall be subject to ratification by the Board of County Commissioners at the next available agenda, which agenda item shall be accompanied by a report from the Office of the Commission Auditor~~the South Florida Workforce Investment Board (doing business as CareerSource South Florida) (the "Community Benefits Program Administrator")~~,~~ for the purpose of (a) promoting and publicizing hiring opportunities; (b) developing a local vendor program for businesses within the District 8 and 9 Target Area, which program shall include (i) the development of a database of small construction firms in the District 8 and 9 Target Area; (ii) an inventory of vendor opportunities that may be performed by small firms; (iii) the development of a database of small firms that can potentially provide services to firms in the District; and (iv) assisting community based organizations and youth organizations within the District 8 and 9 Target Area in vocational and job training efforts (collectively, the "**Community Benefits Program**").

In an effort to provide a long-term funding source for the Community Benefits Program, the ~~Owner agrees~~Phase IIA Owners agree to establish a Property Owners' Association (the "**POA**") for the purpose of assessing development within the Property. The POA will impose an annual

assessment of $0.25 per square foot of finished building area (the "**Assessment**"). Payment of the Assessment will be due on the first business day of December. The first payment shall be due in December of the calendar year that is eight (8) months after the date each finished building obtains a certificate of completion and shall be prorated to December 1 of that calendar year. The Assessment will be subject to a five percent (5%) increase every five (5) years. Eighty percent (80%) of the Assessment collected by the POA under the provisions of this paragraph shall be remitted on an annual basis to the Community Benefits Program Administrator, which will hold and manage the funds to provide financial support for the Community Benefits Program.

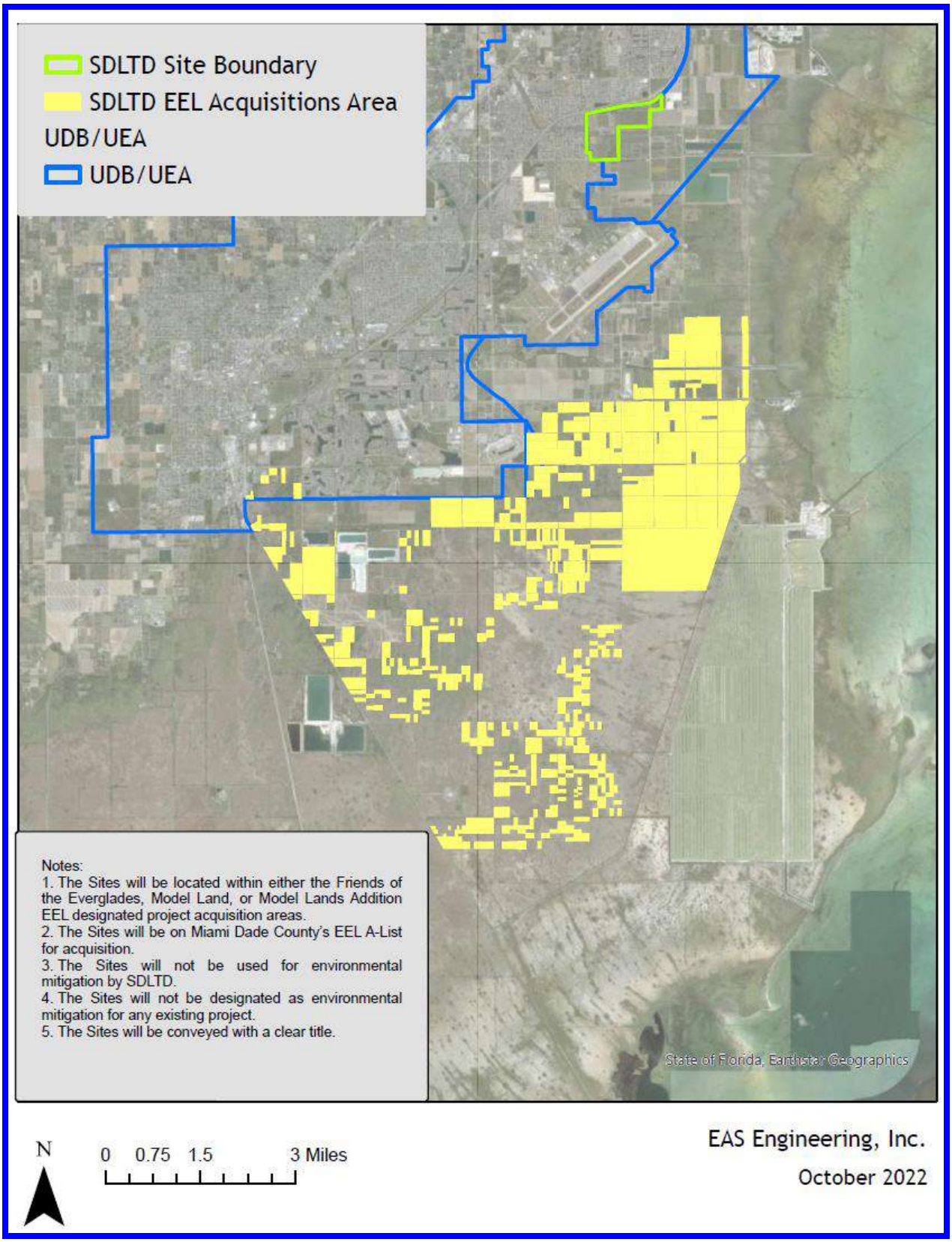
The remaining twenty percent (20%) of the Assessment shall be remitted by the POA on an annual basis to the Miami-Dade County Environmentally Endangered Lands (EEL) Program for the purpose of acquiring and maintaining environmentally endangered lands.

The ~~Owner~~Phase IIA Owners, on ~~its~~their own behalf and on behalf of ~~its~~their successors and assigns, freely and voluntarily agrees that the Assessment is in keeping with Economic Element Objective ECO-3, promotes a diversified and well-trained workforce, and will benefit the firms within the Special District. The ~~Owner~~Phase IIA Owners further ~~acknowledges~~acknowledge and ~~agrees~~agree that that the Assessment constitutes a voluntary and private fee, does not constitute a tax of any kind, and hereby irrevocably waives any claim that the Assessment constitutes a tax, both on ~~its~~their own behalf and on behalf of its successors and assigns.

10. Monitoring of Agreement. ~~Prior to the issuance of any construction permits for the Project, the Owner shall hire a third-party SBE Construction Services-certified firm to~~The Community Benefits Program Administrator or its designee shall monitor and audit the Owner's compliance with the provisions of this Exhibit to the Declaration, including reviewing reports submitted by the Owner regarding the local hiring and Living Hourly Wage provisions of this Declaration (the "**Participation Reports**"), which Participation Reports shall be submitted to the County's Small Business Development Division of the Internal Services Department, on an annual basis, beginning on the first anniversary of the final approval of the District. In addition, the ~~Owner acknowledges~~Phase IIA Owners, on their own behalf and on behalf of their successors and assigns, acknowledge that the Community Benefits Program Administrator may seek enforcement of ~~these~~the hiring, wage and community benefits commitments by filing an

action against any parties or person violating, or attempting to violate, any of the provisions of Exhibit D to this Declaration. The prevailing party in any action or suit pertaining to or arising out of the enforcement of the provisions of Exhibit D to this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his/her/its attorney.

EXHIBIT "E"


SDLTD Site Boundary
SDLTD EEL Acquisitions Area
UDB/UEA
UDB/UEA
Notes:
1. The Sites will be located within either the Friends of the Everglades, Model Land, or Model Lands Addition EEL designated project acquisition areas.
2. The Sites will be on Miami Dade County's EEL A-List for acquisition.
3. The Sites will not be used for environmental mitigation by SDLTD.
4. The Sites will not be designated as environmental mitigation for any existing project.
5. The Sites will be conveyed with a clear title.
State of Florida, Earthstar Geographics
N
0 0.75 1.5 3 Miles
EAS Engineering, Inc.
October 2022

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This instrument was prepared by:

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

Received 10/25/2022 9:17pm
RER-Planning

(Space reserved for Clerk)

DECLARATION OF RESTRICTIONS

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

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

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

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

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

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

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

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

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

accordance with the minimum and maximum development standards in the adopted South Dade Logistics & Technology District.

3. **Prohibited Uses**. The uses listed in **Exhibit "C"** shall not be permitted on the Property.

4. **Hiring.** The Owner agrees to comply with the hiring commitments listed in **Exhibit "D"** to this Declaration to ensure that employment opportunities prioritize the local workforce.

5. **Compliance with Policy LU-8H of the CDMP**. In compliance with Policy LU-8H of the CDMP, the Owner has filed a concurrent zoning application covering the Property, which application is identified by Public Hearing No. Z2021000052 (the "Zoning Application"). In connection with the Zoning Application, the Owner has executed that certain Development Agreement, dated of even date herewith, by and among the Owner, Miami-Dade County and other owners of property within Phase II of the District (the "Development Agreement"), which outlines a number of measures designed to mitigate the impact of the proposed development of the District, including the Property, on the County's public services and facilities, and to ensure consistency with the CDMP. The Owner agrees that the development of the Property will be subject to the terms of the Development Agreement, as may be amended.

MISCELLANEOUS

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

acknowledge that acceptance of this Declaration does not in any way obligate or provide a limitation on the County.

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

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

such Director or executive officer, by his or her assistant in charge of the office in his/her absence, shall execute a written instrument effectuating and acknowledging such modification, amendment, or release.

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

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

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

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

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

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

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

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

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

[Execution Page to Follow]

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

WITNESSES:

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

Buxeda Holdings, LLC, a Florida limited liability company

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

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

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

_____
Signature

Notary Public-State of _____

_____

Print Name

My Commission Expires:

EXHIBIT A
PHASE IIB PROPERTY

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

AND

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

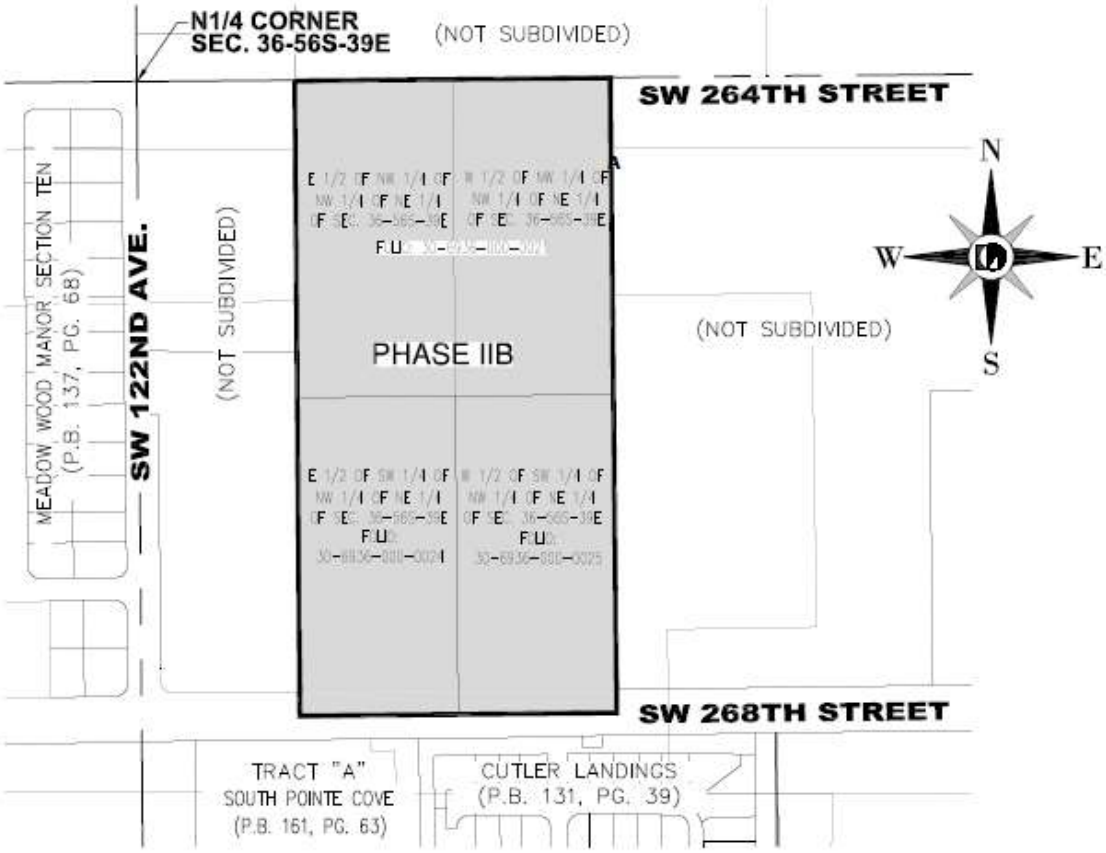
AND

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

AND

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

EXHIBIT "A"



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



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

EXHIBIT B

VEHICLE TRIP RATES AND EQUIVALENCY MATRIX

Cummulative Trip Generation Summary for Phase II*

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

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

LANGAN

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

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

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

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

Prepared: 2022-08-29

LANGAN

EXHIBIT C

PROHIBITED USES

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

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

EXHIBIT "D"

SDLTD HIRING, LIVING HOURLY WAGE AND COMMUNITY BENEFITS COMMITMENTS

1. Purpose and Acknowledgement. The Owner acknowledges the voluntary nature of these commitments. The purpose of these commitments is to promote job creation and economic development in South Miami-Dade County in keeping with Economic Element Objective ECO-3 and the vision of the Special District. The Owner and employers within the Special District will benefit from the availability of a well-trained workforce in close proximity to the Special District. As such, the Owner declares and acknowledges that there is a an essential nexus between these voluntary hiring, local hourly wage and community benefits payments, including the funding of the Community Benefits Program, as defined below, and both the legitimate public purpose of promoting a diversified and well-trained workforce and the benefits to the firms within the Special District.

2. Local Workforce Training and Placement. The Owner shall (a) consult and coordinate with the job placement, training and hiring entities in South Miami-Dade County; and State and/or County economic development entities regarding job training and job placement services for County residents seeking employment opportunities with potential employers which will locate or establish businesses within the District; (b) achieve or cause its general contractor(s) and subcontractors with twenty-five (25) or more employees (each, individually, a "**Contractor**"),as well as the tenants in buildings within the District with thirty (30) or more employees (each, individually, a "**Tenant**") to use diligent, good faith, efforts to achieve the goals outlined herein.

3. Local Preferential Hiring.

(a) The Owner shall cause each Contractor to hire at least twenty-five percent (25%) of the employees for its construction project(s) (the "**Project**") within the Property from the area comprised of the following zip codes: 33010, 33030, 33034, 33054, 33161, 33157, 33170, 33176, 33189, 33190, 33032, 33033 and 33039 in County Commission Districts 8 and 9 (the " **District 8 and 9 Target Area**"). If, despite diligent, good faith efforts, a Contractor shall be unable to procure enough employees from the District 8

and 9 Target Area, such Contractor shall be permitted to hire workers from outside the District 8 and 9 Target Area in order for the Contractor to continue construction activities, but shall continue to pursue the hiring of workers from the District 8 and 9 Target Area.

(b) The Owner shall cause each Tenant within its project to hire at least twenty-five percent (25%) of its employees from the District 8 and 9 Target Area. If, after its diligent, good faith efforts, a Tenant shall be unable to procure enough employees from the District 8 and 9 Target Area, such Tenant shall then hire workers from outside the District 8 and 9 Target Area, as such Tenant shall deem appropriate to operate its business, but shall continue to pursue the hiring of workers from the District 8 and 9 Target Area.

4. Job Outreach Organizations. The Owner shall cause each Contractor, and each Tenant to post job opportunities electronically in established job outreach websites and organizations, including, without limitation, Youth Co-Op, Inc., South Florida Workforce, Florida Department of Economic Opportunity Career Source of South Florida, located in Miami, their successors or assigns, and similar programs in order to attract as many eligible applicants for such jobs as possible.

5. Job Fairs. The Owner shall provide five (5) full-page weekly advertisements in *The Miami Times* newspaper and five (5) full-page weekly advertisements in another newspaper of general circulation in order to inform residents of construction job opportunities and job fairs prior to construction commencement. These advertisements shall be in addition to advertisements done through other job outreach websites, organizations, and efforts.

6. Hourly Wages. In connection with the work performed by the Owner for the Project, the Owner shall cause the Contractor to pay its workers a Living Hourly Wage, equal to the Miami-Dade County's Living Hourly Wage (including and excluding health benefits, as applicable), as published by the County on October 1st of each year, plus ten percent (10%).

7. Subcontracts. The Owner shall require each Contractor to include the same Living Hourly Wage rate in any contracts entered into by such Contractor with its subcontractors for the Project within the District who will stipulate and agree that they will pay the same Living Hourly Wage rates, subject to adjustment, as set forth in Section 6.

8. Tenants' Hourly Wages. The Owner shall encourage each Tenant in warehouse, logistics, distribution and industrial space within the Property to pay its employees a minimum Living Hourly Wage rate equal to the rate shown on the wage rate schedule (including and excluding health benefits, as applicable) posted in Miami-Dade County's Living Hourly Wage Notice published on October 1st of each year.

9. Community Benefits Program.

In an effort to establish a community benefits program that will support and enhance the Owner's local hiring commitments as well as the ability of employers within the Special District to secure a sufficient and well-trained labor force, within ninety (90) days of the final approval of the Application and the expiration of all applicable appeal periods, the Owner shall freely and voluntarily contribute the sum of one thousand five hundred dollars ($1,500.00) per net developable acre within the Property (the "**Funds**") to ~~a 501(c)(3) organization selected by the County Commissioner for District 9, which selection shall be subject to ratification by the Board of County Commissioners at the next available agenda, which agenda item shall be accompanied by a report from the Office of the Commission Auditor~~the South Florida Workforce Investment Board (doing business as CareerSource South Florida) (the "Community Benefits Program Administrator")~~,~~ for the purpose of (a) promoting and publicizing hiring opportunities; (b) developing a local vendor program for businesses within the District 8 and 9 Target Area, which program shall include (i) the development of a database of small construction firms in the District 8 and 9 Target Area; (ii) an inventory of vendor opportunities that may be performed by small firms; (iii) the development of a database of small firms that can potentially provide services to firms in the District; and (iv) assisting community based organizations and youth organizations within the District 8 and 9 Target Area in vocational and job training efforts (collectively, the "**Community Benefits Program**").

In an effort to provide a long-term funding source for the Community Benefits Program, the Owner agrees to establish a Property Owners' Association (the "**POA**") for the purpose of assessing development within the Property. The POA will impose an annual assessment of $0.25 per square foot of finished building area (the "**Assessment**"). Payment of the Assessment will be due on the first business day of December. The first payment shall be due in December of the calendar year that is eight (8) months after the date each finished building obtains a certificate of

completion and shall be prorated to December 1 of that calendar year. The Assessment will be subject to a five percent (5%) increase every five (5) years. Eighty percent (80%) of the Assessment collected by the POA under the provisions of this paragraph shall be remitted on an annual basis to the Community Benefits Program Administrator, which will hold and manage the funds to provide financial support for the Community Benefits Program.

The remaining twenty percent (20%) of the Assessment shall be remitted by the POA on an annual basis to the Miami-Dade County Environmentally Endangered Lands (EEL) Program for the purpose of acquiring and maintaining environmentally endangered lands.

The Owner, on its own behalf and on behalf of its successors and assigns, freely and voluntarily agrees that the Assessment is in keeping with Economic Element Objective ECO-3, promotes a diversified and well-trained workforce, and will benefit the firms within the Special District. The Owner further acknowledges and agrees that that the Assessment constitutes a voluntary and private fee, does not constitute a tax of any kind, and hereby irrevocably waives any claim that the Assessment constitutes a tax, both on its own behalf and on behalf of its successors and assigns.

10. Monitoring of Agreement. ~~Prior to the issuance of any construction permits for the Project, the Owner shall hire a third-party SBE Construction Services-certified firm to~~The Community Benefits Program Administrator or its designee shall monitor and audit the Owner's compliance with the provisions of this Exhibit to the Declaration, including reviewing reports submitted by the Owner regarding the local hiring and Living Hourly Wage provisions of this Declaration (the "**Participation Reports**"), which Participation Reports shall be submitted to the County's Small Business Development Division of the Internal Services Department, on an annual basis, beginning on the first anniversary of the final approval of the District. In addition, the Owner, on its own behalf and on behalf of its successors and assigns, acknowledges that the Community Benefits Program Administrator may seek enforcement of ~~these~~the hiring, wage and community benefits commitments by filing an action against any parties or person violating, or attempting to violate, any of the provisions of Exhibit D to this Declaration. The prevailing party in any action or suit pertaining to or arising out of the enforcement of the provisions of Exhibit D to this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum

as the Court may adjudge to be reasonable for the services of his/her/its attorney.

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Received 10/25/2022 9:17pm
RER-Planning

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

(Space reserved for Clerk)

DECLARATION OF RESTRICTIONS

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

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

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

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

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

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

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

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

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

accordance with the minimum and maximum development standards in the adopted South Dade Logistics & Technology District.

3. **Prohibited Uses**. The uses listed in Exhibit "C" shall not be permitted on the Property.

4. **Hiring.** The Owner agrees to comply with the hiring commitments listed in **Exhibit "D"** to this Declaration to ensure that employment opportunities prioritize the local workforce.

5. Compliance with Policy LU-8H of the CDMP. In compliance with Policy LU-8H of the CDMP, the Owner has filed a concurrent zoning application covering the Property, which application is identified by Public Hearing No. Z2021000053 (the "Zoning Application"). In connection with the Zoning Application, the Owner has executed that certain Development Agreement, dated of even date herewith, by and among the Owner, Miami-Dade County and other owners of property within Phase II of the District (the "Development Agreement"), which outlines a number of measures designed to mitigate the impact of the proposed development of the District, including the Property, on the County's public services and facilities, and to ensure consistency with the CDMP. The Owner agrees that the development of the Property will be subject to the terms of the Development Agreement, as may be amended.

MISCELLANEOUS

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

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

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

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

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

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

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

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

Severability. Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any

material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion

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

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

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

[Execution Page Follow]

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

WITNESSES:

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

By: _____

Name: _____

Title: _____

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

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

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

_____
Signature

Notary Public-State of _____

_____
Print Name

EXHIBIT "A"

Phase IIC of Application Area

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

EXHIBIT "A"



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

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

EXHIBIT "B"

VEHICLE TRIP RATES AND EQUIVALENCY MATRIX

Cummulative Trip Generation Summary for Phase II*

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

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

LANGAN

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

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

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

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

Prepared: 2022-08-29

LANGAN

EXHIBIT "C"

PROHIBITED USES

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

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

EXHIBIT "D"

SDLTD HIRING, LIVING HOURLY WAGE AND COMMUNITY BENEFITS COMMITMENTS

1. Purpose and Acknowledgement. The Owner acknowledges the voluntary nature of these commitments. The purpose of these commitments is to promote job creation and economic development in South Miami-Dade County in keeping with Economic Element Objective ECO-3 and the vision of the Special District. The Owner and employers within the Special District will benefit from the availability of a well-trained workforce in close proximity to the Special District. As such, the Owner declares and acknowledges that there is a an essential nexus between these voluntary hiring, local hourly wage and community benefits payments, including the funding of the Community Benefits Program, as defined below, and both the legitimate public purpose of promoting a diversified and well-trained workforce and the benefits to the firms within the Special District.

2. Local Workforce Training and Placement. The Owner shall (a) consult and coordinate with the job placement, training and hiring entities in South Miami-Dade County; and State and/or County economic development entities regarding job training and job placement services for County residents seeking employment opportunities with potential employers which will locate or establish businesses within the District; (b) achieve or cause its general contractor(s) and subcontractors with twenty-five (25) or more employees (each, individually, a "**Contractor**"),as well as the tenants in buildings within the District with thirty (30) or more employees (each, individually, a "**Tenant**") to use diligent, good faith, efforts to achieve the goals outlined herein.

3. Local Preferential Hiring.

(a) The Owner shall cause each Contractor to hire at least twenty-five percent (25%) of the employees for its construction project(s) (the "**Project**") within the Property from the area comprised of the following zip codes: 33010, 33030, 33034, 33054, 33161, 33157, 33170, 33176, 33189, 33190, 33032, 33033 and 33039 in County Commission Districts 8 and 9 (the " **District 8 and 9 Target Area**"). If, despite diligent, good faith efforts, a Contractor shall be unable to procure enough employees from the District 8

and 9 Target Area, such Contractor shall be permitted to hire workers from outside the District 8 and 9 Target Area in order for the Contractor to continue construction activities, but shall continue to pursue the hiring of workers from the District 8 and 9 Target Area.

(b) The Owner shall cause each Tenant within its project to hire at least twenty-five percent (25%) of its employees from the District 8 and 9 Target Area. If, after its diligent, good faith efforts, a Tenant shall be unable to procure enough employees from the District 8 and 9 Target Area, such Tenant shall then hire workers from outside the District 8 and 9 Target Area, as such Tenant shall deem appropriate to operate its business, but shall continue to pursue the hiring of workers from the District 8 and 9 Target Area.

4. Job Outreach Organizations. The Owner shall cause each Contractor, and each Tenant to post job opportunities electronically in established job outreach websites and organizations, including, without limitation, Youth Co-Op, Inc., South Florida Workforce, Florida Department of Economic Opportunity Career Source of South Florida, located in Miami, their successors or assigns, and similar programs in order to attract as many eligible applicants for such jobs as possible.

5. Job Fairs. The Owner shall provide five (5) full-page weekly advertisements in *The Miami Times* newspaper and five (5) full-page weekly advertisements in another newspaper of general circulation in order to inform residents of construction job opportunities and job fairs prior to construction commencement. These advertisements shall be in addition to advertisements done through other job outreach websites, organizations, and efforts.

6. Hourly Wages. In connection with the work performed by the Owner for the Project, the Owner shall cause the Contractor to pay its workers a Living Hourly Wage, equal to the Miami-Dade County's Living Hourly Wage (including and excluding health benefits, as applicable), as published by the County on October 1st of each year, plus ten percent (10%).

7. Subcontracts. The Owner shall require each Contractor to include the same Living Hourly Wage rate in any contracts entered into by such Contractor with its subcontractors for the Project within the District who will stipulate and agree that they will pay the same Living Hourly Wage rates, subject to adjustment, as set forth in Section 6.

8. Tenants' Hourly Wages. The Owner shall encourage each Tenant in warehouse, logistics, distribution and industrial space within the Property to pay its employees a minimum Living Hourly Wage rate equal to the rate shown on the wage rate schedule (including and excluding health benefits, as applicable) posted in Miami-Dade County's Living Hourly Wage Notice published on October 1st of each year.

9. Community Benefits Program.

In an effort to establish a community benefits program that will support and enhance the Owner's local hiring commitments as well as the ability of employers within the Special District to secure a sufficient and well-trained labor force, within ninety (90) days of the final approval of the Application and the expiration of all applicable appeal periods, the Owner shall freely and voluntarily contribute the sum of one thousand five hundred dollars ($1,500.00) per net developable acre within the Property (the "**Funds**") to ~~a 501(c)(3) organization selected by the County Commissioner for District 9, which selection shall be subject to ratification by the Board of County Commissioners at the next available agenda, which agenda item shall be accompanied by a report from the Office of the Commission Auditor~~the South Florida Workforce Investment Board (doing business as CareerSource South Florida) (the "Community Benefits Program Administrator")~~,~~ for the purpose of (a) promoting and publicizing hiring opportunities; (b) developing a local vendor program for businesses within the District 8 and 9 Target Area, which program shall include (i) the development of a database of small construction firms in the District 8 and 9 Target Area; (ii) an inventory of vendor opportunities that may be performed by small firms; (iii) the development of a database of small firms that can potentially provide services to firms in the District; and (iv) assisting community based organizations and youth organizations within the District 8 and 9 Target Area in vocational and job training efforts (collectively, the "**Community Benefits Program**").

In an effort to provide a long-term funding source for the Community Benefits Program, the Owner agrees to establish a Property Owners' Association (the "**POA**") for the purpose of assessing development within the Property. The POA will impose an annual assessment of $0.25 per square foot of finished building area (the "**Assessment**"). Payment of the Assessment will be due on the first business day of December. The first payment shall be due in December of the calendar year that is eight (8) months after the date each finished building obtains a certificate of

completion and shall be prorated to December 1 of that calendar year. The Assessment will be subject to a five percent (5%) increase every five (5) years. Eighty percent (80%) of the Assessment collected by the POA under the provisions of this paragraph shall be remitted on an annual basis to the Community Benefits Program Administrator, which will hold and manage the funds to provide financial support for the Community Benefits Program.

The remaining twenty percent (20%) of the Assessment shall be remitted by the POA on an annual basis to the Miami-Dade County Environmentally Endangered Lands (EEL) Program for the purpose of acquiring and maintaining environmentally endangered lands.

The Owner, on its own behalf and on behalf of its successors and assigns, freely and voluntarily agrees that the Assessment is in keeping with Economic Element Objective ECO-3, promotes a diversified and well-trained workforce, and will benefit the firms within the Special District. The Owner further acknowledges and agrees that that the Assessment constitutes a voluntary and private fee, does not constitute a tax of any kind, and hereby irrevocably waives any claim that the Assessment constitutes a tax, both on its own behalf and on behalf of its successors and assigns.

10. Monitoring of Agreement. ~~Prior to the issuance of any construction permits for the Project, the Owner shall hire a third-party SBE Construction Services-certified firm to~~The Community Benefits Program Administrator or its designee shall monitor and audit the Owner's compliance with the provisions of this Exhibit to the Declaration, including reviewing reports submitted by the Owner regarding the local hiring and Living Hourly Wage provisions of this Declaration (the "**Participation Reports**"), which Participation Reports shall be submitted to the County's Small Business Development Division of the Internal Services Department, on an annual basis, beginning on the first anniversary of the final approval of the District. In addition, the Owner, on its own behalf and on behalf of its successors and assigns, acknowledges that the Community Benefits Program Administrator may seek enforcement of ~~these~~the hiring, wage and community benefits commitments by filing an action against any parties or person violating, or attempting to violate, any of the provisions of Exhibit D to this Declaration. The prevailing party in any action or suit pertaining to or arising out of the enforcement of the provisions of Exhibit D to this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum

as the Court may adjudge to be reasonable for the services of his/her/its attorney.

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Received 10/25/2022 9:17pm
RER-Planning

This instrument was prepared by:

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

(Space reserved for Clerk)

DECLARATION OF RESTRICTIONS

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

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

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

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

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

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

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

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

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

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

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

MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Execution Page to Follow]

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

WITNESSES:

_____
Signature

_____
Printed Name

_____
Signature

Printed Name _____

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

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

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

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

_____
Signature

Notary Public-State of _____

_____
Print Name

My Commission Expires:

EXHIBIT "A"

Phase IID of Application Area

PARCEL 23
THAT PART OF THE NW 1/4 OF SECTION 30, TOWNSHIP 56 SOUTH, RANGE 40 EAST LYING SOUTHERLY OF STATE ROAD NO. 821, MIAMI-DADE COUNTY, FLORIDA, ALSO DESCRIBED AS:

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

EXHIBIT "A"

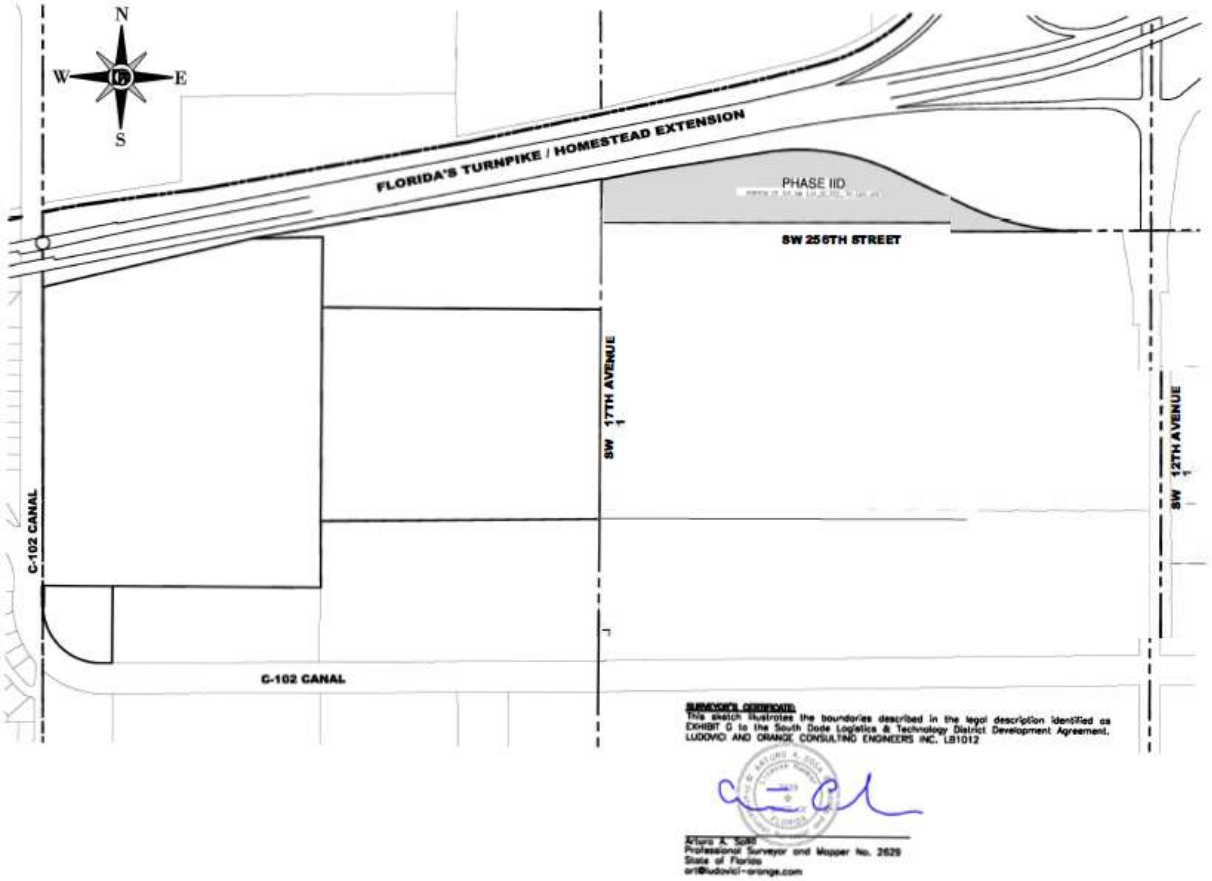

N
W
E
S
FLORIDA'S TURNPIKE / HOMESTEAD EXTENSION
PHASE IIID
SW 256TH STREET
SW 117TH AVENUE
SW 122TH AVENUE
C-102 CANAL
C-102 CANAL
SURVEYOR CERTIFICATE
This sketch illustrates the boundaries described in the legal description identified as EXHIBIT G to the South Dade Logistics & Technology District Development Agreement.
LUDOVICI AND ORANGE CONSULTING ENGINEERS INC. LB1012
Arturo A. Solis
Professional Surveyor and Mapper No. 2629
State of Florida
art@ludovici-orange.com

EXHIBIT "B"

VEHICLE TRIP RATES AND EQUIVALENCY MATRIX

Cummulative Trip Generation Summary for Phase II*

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

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

LANGAN

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

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

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

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

Prepared: 2022-08-29

LANGAN

EXHIBIT "C"

PROHIBITED USES

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

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

EXHIBIT "D"

SDLTD HIRING, LIVING HOURLY WAGE AND COMMUNITY BENEFITS COMMITMENTS

1. Purpose and Acknowledgement. The Owner acknowledges the voluntary nature of these commitments. The purpose of these commitments is to promote job creation and economic development in South Miami-Dade County in keeping with Economic Element Objective ECO-3 and the vision of the Special District. The Owner and employers within the Special District will benefit from the availability of a well-trained workforce in close proximity to the Special District. As such, the Owner declares and acknowledges that there is a an essential nexus between these voluntary hiring, local hourly wage and community benefits payments, including the funding of the Community Benefits Program, as defined below, and both the legitimate public purpose of promoting a diversified and well-trained workforce and the benefits to the firms within the Special District.

2. Local Workforce Training and Placement. The Owner shall (a) consult and coordinate with the job placement, training and hiring entities in South Miami-Dade County; and State and/or County economic development entities regarding job training and job placement services for County residents seeking employment opportunities with potential employers which will locate or establish businesses within the District; (b) achieve or cause its general contractor(s) and subcontractors with twenty-five (25) or more employees (each, individually, a "**Contractor**"),as well as the tenants in buildings within the District with thirty (30) or more employees (each, individually, a "**Tenant**") to use diligent, good faith, efforts to achieve the goals outlined herein.

3. Local Preferential Hiring.

(a) The Owner shall cause each Contractor to hire at least twenty-five percent (25%) of the employees for its construction project(s) (the "**Project**") within the Property from the area comprised of the following zip codes: 33010, 33030, 33034, 33054, 33161, 33157, 33170, 33176, 33189, 33190, 33032, 33033 and 33039 in County Commission Districts 8 and 9 (the " **District 8 and 9 Target Area**"). If, despite diligent, good faith efforts, a

Contractor shall be unable to procure enough employees from the District 8 and 9 Target Area, such Contractor shall be permitted to hire workers from outside the District 8 and 9 Target Area in order for the Contractor to continue construction activities, but shall continue to pursue the hiring of workers from the District 8 and 9 Target Area.

(b) The Owner shall cause each Tenant within its project to hire at least twenty-five percent (25%) of its employees from the District 8 and 9 Target Area. If, after its diligent, good faith efforts, a Tenant shall be unable to procure enough employees from the District 8 and 9 Target Area, such Tenant shall then hire workers from outside the District 8 and 9 Target Area, as such Tenant shall deem appropriate to operate its business, but shall continue to pursue the hiring of workers from the District 8 and 9 Target Area.

4. Job Outreach Organizations. The Owner shall cause each Contractor, and each Tenant to post job opportunities electronically in established job outreach websites and organizations, including, without limitation, Youth Co-Op, Inc., South Florida Workforce, Florida Department of Economic Opportunity Career Source of South Florida, located in Miami, their successors or assigns, and similar programs in order to attract as many eligible applicants for such jobs as possible.

5. Job Fairs. The Owner shall provide five (5) full-page weekly advertisements in *The Miami Times* newspaper and five (5) full-page weekly advertisements in another newspaper of general circulation in order to inform residents of construction job opportunities and job fairs prior to construction commencement. These advertisements shall be in addition to advertisements done through other job outreach websites, organizations, and efforts.

6. Hourly Wages. In connection with the work performed by the Owner for the Project, the Owner shall cause the Contractor to pay its workers a Living Hourly Wage, equal to the Miami-Dade County's Living Hourly Wage (including and excluding health benefits, as applicable), as published by the County on October 1st of each year, plus ten percent (10%).

7. Subcontracts. The Owner shall require each Contractor to include the same Living Hourly Wage rate in any contracts entered into by such Contractor with its subcontractors for the Project within the District who will stipulate and agree that they will pay the same Living Hourly Wage rates, subject to adjustment, as set forth in Section 6.

8. Tenants' Hourly Wages. The Owner shall encourage each Tenant in warehouse, logistics, distribution and industrial space within the Property to pay its employees a minimum Living Hourly Wage rate equal to the rate shown on the wage rate schedule (including and excluding health benefits, as applicable) posted in Miami-Dade County's Living Hourly Wage Notice published on October 1st of each year.

9. Community Benefits Program.

In an effort to establish a community benefits program that will support and enhance the Owner's local hiring commitments as well as the ability of employers within the Special District to secure a sufficient and well-trained labor force, within ninety (90) days of the final approval of the Application and the expiration of all applicable appeal periods, the Owner shall freely and voluntarily contribute the sum of one thousand five hundred dollars ($1,500.00) per net developable acre within the Property (the "**Funds**") to ~~a 501(c)(3) organization selected by the County Commissioner for District 9, which selection shall be subject to ratification by the Board of County Commissioners at the next available agenda, which agenda item shall be accompanied by a report from the Office of the Commission Auditor~~the South Florida Workforce Investment Board (doing business as CareerSource South Florida) (the "Community Benefits Program Administrator")~~,~~ for the purpose of (a) promoting and publicizing hiring opportunities; (b) developing a local vendor program for businesses within the District 8 and 9 Target Area, which program shall include (i) the development of a database of small construction firms in the District 8 and 9 Target Area; (ii) an inventory of vendor opportunities that may be performed by small firms; (iii) the development of a database of small firms that can potentially provide services to firms in the District; and (iv) assisting community based organizations and youth organizations within the District 8 and 9 Target Area in vocational and job training efforts (collectively, the "**Community Benefits Program**").

In an effort to provide a long-term funding source for the Community Benefits Program, the Owner agrees to establish a Property Owners' Association (the "**POA**") for the purpose of assessing development within the Property. The POA will impose an annual assessment of $0.25 per square foot of finished building area (the "**Assessment**"). Payment of the Assessment will be due on the first business day of December. The first payment shall be due in December of the calendar year that is eight (8) months after the date each finished building obtains a certificate of

completion and shall be prorated to December 1 of that calendar year. The Assessment will be subject to a five percent (5%) increase every five (5) years. Eighty percent (80%) of the Assessment collected by the POA under the provisions of this paragraph shall be remitted on an annual basis to the Community Benefits Program Administrator, which will hold and manage the funds to provide financial support for the Community Benefits Program.

The remaining twenty percent (20%) of the Assessment shall be remitted by the POA on an annual basis to the Miami-Dade County Environmentally Endangered Lands (EEL) Program for the purpose of acquiring and maintaining environmentally endangered lands.

The Owner, on its own behalf and on behalf of its successors and assigns, freely and voluntarily agrees that the Assessment is in keeping with Economic Element Objective ECO-3, promotes a diversified and well-trained workforce, and will benefit the firms within the Special District. The Owner further acknowledges and agrees that that the Assessment constitutes a voluntary and private fee, does not constitute a tax of any kind, and hereby irrevocably waives any claim that the Assessment constitutes a tax, both on its own behalf and on behalf of its successors and assigns.

10. Monitoring of Agreement. ~~Prior to the issuance of any construction permits for the Project, the Owner shall hire a third-party SBE Construction Services-certified firm to~~The Community Benefits Program Administrator or its designee shall monitor and audit the Owner's compliance with the provisions of this Exhibit to the Declaration, including reviewing reports submitted by the Owner regarding the local hiring and Living Hourly Wage provisions of this Declaration (the "**Participation Reports**"), which Participation Reports shall be submitted to the County's Small Business Development Division of the Internal Services Department, on an annual basis, beginning on the first anniversary of the final approval of the District. In addition, the Owner acknowledges, on its own behalf and on behalf of its successors and assigns, that the Community Benefits Program Administrator may seek enforcement of ~~these~~the hiring, wage and community benefits commitments by filing an action against any parties or person violating, or attempting to violate, any of the provisions of Exhibit D to this Declaration. The prevailing party in any action or suit pertaining to or arising out of the enforcement of the provisions of Exhibit D to this Declaration shall be entitled to recover, in addition to costs and

disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his/her/its attorney.

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Received 10/27/22
Planning Division

From: Ed A. Swakon <eswakon@eas-eng.com>
Sent: Tuesday, October 25, 2022 10:06 AM
To: adam_gelber@ios.doi.gov
Cc: Shawn.Hamilton@FloridaDEP.gov; Daniella.Cava@miamidade.gov; James.l.Booth@saj02.usace.army.mil; DBartlett@sfwmd.gov; eric.sutton@myfwc.com; district12@miamidade.gov; Jeffrey Bercow
Subject: Miami Dade County CDMP amendment for SDLTD - Letter from the Department of Interior - Response
Attachments: Pages from BackBay-TSP.pdf; Statement of EAS to SFERTF 10-19-2022.pdf

Dear Adam,
I was provided a copy of your October 14th comment letter regarding the SDLTD project you sent to Miami Dade County Commission Chairman Diaz, the other members of the Miami Dade County Board of County Commission, the Miami Dade County Mayor, and the heads of the SFWMD, FDEP, US Army Corps of Engineers, and FFWC, and feel compelled to respond and correct you on the assertion that the SDLTD project site is included in the Miami Dade County Back Bay Study.

It clearly is not.

As I am sure you are aware, the Back Bay Study began its "scoping" in late 2018 and has gone through three (3) years of preparation. There is in fact a proposed Tentatively Selected Plan (TSP). Very early in the plan preparation, the scope of the Back Bay study was reduced from what was all of Miami-Dade County, to seven of the most vulnerable areas. I quote from the Tentatively Selected Plan Documents; "*Due to the large geographic scale of the study and the inability to provide a comprehensive recommendation under this study effort, a process was completed [~~to~~] which identified seven of the most vulnerable areas based on flooding potential and social vulnerability.*" The attached PDF is Figure 1 of the TSP and clearly identifies these vulnerable areas, and the scope of the study.

The SDLTD project is NOT within any of these identified areas.

You cannot argue to wait for the TSP for BBSEER and ignore the fact that this application is not a part of the TSP for the Back Bay Study.

Your statement that *"…this parcel … is also included within the Miami-Dade County's Back Bay Study."* is misleading at best.

Regarding BBSEER, the SDLTD project furthers the goals of BBSEER. This occurs at no expense to the public and sooner than could ever be expected through a federally funded project. The likelihood of any of the BBSEER alternatives selecting this site for inclusion in the TSP is extremely remote. Attached is my public statement provided to the South Florida Ecosystem Restoration Task Force, which I too attended. I urged the representative agencies to treat the private sector with more objectivity and be more realistic about their actual property needs. Your statements imply a much greater need than will actually exist.

Thank you.

Edward A. Swakon, P.E., President
EAS Engineering, Inc.
55 Almeria Ave.
Coral Gables, FL 33134

305-218-5177 – cell
eswakon@eas-eng.com

CC: Miami Dade County Commission Chairman Diaz
Miami Dade County Mayor Cava
SFWMD, Drew Bartlett
FDEP, Shawn Hamilton
US Corps of Engineers, Col. James Booth
FWC, Eric Sutton

Statement of

Edward A. Swakon, P.E.

to the

South Florida Ecosystem Restoration Task Force

October 19th, 2022, Washington, D.C.

Good morning. My name is Ed Swakon. I have been an environmental engineer practicing in Miami Dade County for the past 40 years. I represent several property owners within the Biscayne Bay and Southeastern Everglades Ecosystem Restoration (BBSEER) study area. We ask that the task force members and those agency representatives planning the restoration projects take into consideration the benefits the private sector and its development can contribute to achieving CERP and BBSEER objectives.

Too often, development is automatically considered detrimental to restoration goals. Private sector development can provide benefits consistent with CERP & BBSEER objectives. These benefits can often be realized quicker than through public restoration projects. They are also privately funded. The private sector should not be held hostage if they are within the study area's footprints. We ask that realistic expectations be placed on the potential utilization of the private land.

Thank you

Edward A. Swakon, P.E., President
EAS Engineering, Inc.
55 Almeria Ave.
Coral Gables, FL 33134
305-218-5177 – cell
eswakon@eas-eng.com

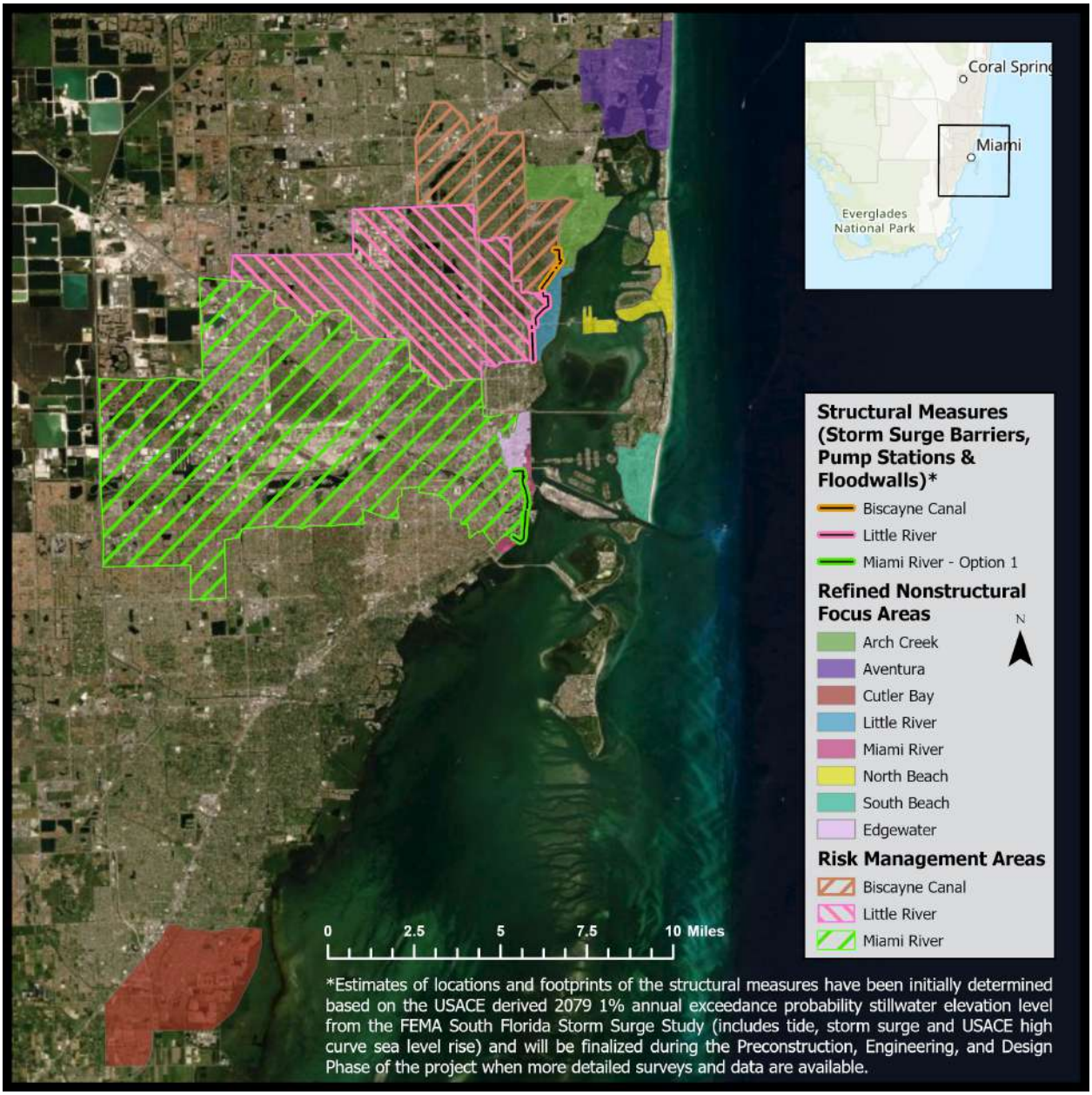


Figure 1. Tentatively Selected Plan

Figure 1 shows the areas of the county impacted by the TSP color coded in order to provide a high level overview of the geographic extent of the measures that make up the TSP. Hashed colored areas are risk management areas defined by the watershed boundaries which are parts of the county that are inland of the proposed structural measures. The seven colored areas represent parts of the county that are recommended to receive nonstructural flood risk management measures. Areas of the city that are not colored or hatched were not recommended for flood risk management in this study since they were not part of the seven socially vulnerable economic damage center focus areas that were identified. It should be noted that the exact locations and footprints of the structural measures (floodwalls and surge barriers)

From: "Gelber, Adam R" <adam_gelber@ios.doi.gov>
Date: October 26, 2022 at 1:08:25 PM EDT
To: "Ed A. Swakon" <eswakon@eas-eng.com>, Shawn.Hamilton@floridadep.gov, "Cava, Daniella Levine (Office of the Mayor)" <Daniella.Cava@miamidade.gov>, James.l.Booth@saj02.usace.army.mil, DBartlett@sfwmd.gov, Eric Sutton <eric.sutton@myfwc.com>, District12 <district12@miamidade.gov>, jbercow@brzoninglaw.com, District1 <district1@miamidade.gov>, "District2 (DIST2)" <district2@miamidade.gov>, District3 <district3@miamidade.gov>, District4 <district4@miamidade.gov>, District5 <district5@miamidade.gov>, District6 <district6@miamidade.gov>, District7 <district7@miamidade.gov>, District8 <District8@miamidade.gov>, District9 <district9@miamidade.gov>, District10 <district10@miamidade.gov>, District11 <district11@miamidade.gov>, District 13 <district13@miamidade.gov>, District12 <district12@miamidade.gov>
Subject: Re: [EXTERNAL] Miami Dade County CDMP amendment for SDLTD - Letter from the Department of Interior - Response

EMAIL RECEIVED FROM EXTERNAL SOURCE

Hello,

As opposed to individual emails, I thought I would provide additional background information from which I developed my comments in my letter. I did not intend this lengthy review of this item before the BCC to go in this direction. The following is only in relation to the Back Bay Study. Those areas outside the UDB, this parcel being one of them, was clearly discussed in the Back Bay Study. My intention is to allow for an informed decision when moving forward. I will reserve my own interpretations of the following additional information.

From the main document.

Doc page 167

“This results in vacant unprotected land, whether government owned or privately owned, to be seven percent of the land in all of MDC and six percent within the UDB. Due to the fact that MDC is 94 percent built out in the UDB, any significant development of land that is not already developed in some form is not expected. Any significant future developments are expected to be redevelopments. Any redevelopment is expected to be constructed to established higher standards including freeboard above the FEMA base flood elevation or one percent annual chance flood.”

Doc page 296

“Existing upstream water management operations would continue. It is expected that the overall available land for terrestrial wildlife would decrease over time due to increased population and potential expansion of development outside the Urban Development Boundary (UDB). Development and various construction projects would result in adverse, permanent, and minor impacts to wildlife. There is also potential for more acres of EEL or parks to be acquired and protected in the future, which would prevent development or redevelopment on important wildlife habitat.”

Again and to reiterate, in terms of CERP, the ask has not changed and that is time to fully evaluate the BBSEER in order to arrive at a TSP for this project.

Adam Gelber

Office of Everglades Restoration Initiatives
US Department of the Interior
7595 SW 33rd Street
Davie, Florida 33314
O: 954-377-5967
C: 954-870-2116
email: adam_gelber@ios.doi.gov
Home Page
YouTube Channel

MEMORANDUM

Received 10/27/22
Planning Division

Date: October 27, 2022

Attention: Lourdes Gomez, Director, Department of Regulatory & Economic Resources

From: Jose Hevia, Aligned Real Estate Holdings, LLC

Regarding: South Dade Logistics and Technology District ("SDLTD") Estimate of Cost to remediate Site Contamination

---

Under the terms of the Special District text, the property owners within the SDLTD are obligated to undertake, at their sole expense, significant improvements to both private and public infrastructure. Owners are required to install modern stormwater management systems designed to accommodate a 100-year, 3-day storm event and will be obligated to generally raise site elevations to at least 8 feet NGVD29. These improvements will significantly reduce the impact of agrichemical pollution from the District land to the surrounding area and Biscayne Bay.

In response to questions raised by Commissioner Sosa at the last County Commission hearing, the Applicants agreed to provide DERM with an estimate of the cost we would incur to address the existing site contamination.

The following estimate of cost for the environmental remediation of contaminated soils within the SDLTD is based on using an engineered cap. The area to be remediated is based on the District's net developable area of 311 acres plus the area of new proposed roadway right of way of approximately 11 acres, for a total remediation area of 322 acres.

Estimate of Cost of Environmental Remediation of Contaminated Soils within the SDLTD project site

Clear and Grub Site (322 AC X $1,000 P/AC)	$322,000
PH I/II Environmental Assessment Reports	$250,000
Soil Assessment Report, Testing and Contamination Assessment Plan[1]	$525,000
Purchasing, Transporting, Spreading and Compacting 2 FT minimum DOT rated clean lime rock fill as an Engineered Remediation Cap (322 AC X 43,560 X 2 FT / 27 = CY X 1.33 compaction loss X 1.33 conversion to tons = 1,837,864 Tons X $15.25 per ton = $28,027,426)	$28,027,426
Cost to Engineer and Construct Storm Water Drainage system[2] (322 AC X $32,500 P/AC = $10,465,000)	$10,465,000
Project Management Oversight (10% of cost)	$3,958,942
Total	**$43,548,368**

Public Cost of Remediation for Environmental Purposes.

The above costs are only applicable if the end use is a development similar to that proposed by the SDLTD project. Should Miami-Dade County, or other public agency acquire the land[3] for environmental purpose, the remediation would be very different. Capping would most likely not be acceptable. The contaminated soils could not stay onsite but would need to be removed and disposed of properly. This would allow for any proposed water storage, or water-flow across the property to occur without interacting with the agrichemical contamination. The estimated cost of remediation for environmental use of the property, (not including the public cost to acquire the land) would be $47,646,566[4].

General Notes

[1] All soil assessment and testing shall comply with DERM's updated *Site Assessment Guidance for Former Agricultural Sites in Miami-Dade County* dated August, 2021. For additional reference, please visit https://www.miamidade.gov/resources/legal-ads/2021-08-interim-guidance-assessment-at-former-agricultural-sites.pdf

[2] The estimated cost to Engineer and Construct Storm Water Drainage system is based on the SARA for MIA9 prepared by SCS Engineers South Dade Property Assemblage (HWR-1148/F-NA) located to the NE of the intersection of SW 268th St. and SW 117th Ave., and is based on the conceptual drainage plan prepared by Langan Engineering for MIA9 dated 2/01/22, received by DERM Pollution Remediation Section on 2/09/22. This estimate of cost does not represent final engineering design, existing environmental conditions, nor assumes any DERM review or approval of any information contained or described in this estimate of cost.

[3] The SDLTD lands are privately owned. Any environmental remediation or mitigation would first require the purchasing of the land. The approximate cost to purchase the lands within the SDLTD is $117,311,040

This amount is based on the most recent comparable AG land purchases within ¼ mile of the SDLTD of $325,000 per acre, and includes closing costs of 1 percent of the purchase price, and a brokerage commission of 2.5% of the purchase price.

[4] The estimated cost for a **removal** of contaminated soils methodology, including the transporting of the contaminated soils to a suitable approved Landfill, and construction of a perimeter berm of clean material required for water retention and safety is $47,646,566 total, plus the costs for all required reporting and testing.

(Assumes an average of 3 feet of contaminated soil removal depth X 322 AC x 43,560 /27 = CY X 1.33 conversion to tons = 2,072,778 tons X Landfill Fee $20 per ton = $41,455,560 plus perimeter berm [~50,000 Tons X $15.25 per ton = $762,500] plus Clearing and Grubbing, Environmental Reports, Testing and Contamination Assessments, plus 10% for Project Management and Supervision $41,455,560 + 762,500 + 322,000 + 250,000 + 525,000 = 43,315,060 X 1.10 = $47,646,566 total).

The Landfill Fee of $20 per ton assumes the Landfill will accept contaminated material as cover material versus landfill material. The Landfill Fee to receive contaminated material as landfill material is much more expensive and can run as high as $50 per ton.

Received 10/2/22
Planning Division

SOUTH DADE
LOGISTICS & TECHNOLOGY DISTRICT
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October 2022 Application Updates

Introduction.

This document provides:

(1) a summary of the additional changes to the proposed South Dade Logistics and Technology District (the "SDLTD") that have been made during October 2022, most notably provisions related to the County's Environmentally Endangered Lands ("EEL") program;

(2) additional information related to existing agrichemical contamination within the application area and the SDLTD's consistency with Everglades restoration;

(3) a discussion of the District protections for existing agricultural uses within and adjacent to the SDLTD;

(4) information on the "master plan" for the ultimate build out of the District;

(5) an update on the industrial market demand and South Dade supply in response to the memorandum issued by the Mayor on October 17, 2022; and

(6) an update on the Florida Power & Light ("FPL") land within the SDLTD.

Proposed Changes.

In response to concerns and questions raised by County staff as well as the Board of County Commissioners, the Applicants have proposed the following changes to the SDLTD application.

Policy LU-8H.

One of the requests in the SDLTD application proposes technical changes to Comprehensive Development Master Plan ("CDMP") Policy LU-8H, which governs the application requirements for zoning applications that need to accompany Urban Development Boundary ("UDB") applications. Staff has suggested that the Applicants' proposed language could have unintended consequences if the County approves a recently proposed Urban Expansion Area ("UEA"). At the time the Applicants proposed the LU-8H amendment, no new UEA was contemplated. The CDMP amendment proposed by Resolution R-709-22 could now, however, result in additional UEA land on the north side of the County qualifying for the limited exception proposed by the Applicants.

To avoid any unnecessary complications, the Applicants have requested a minor revision to the draft amendment as follows:

In furtherance of Economic Element Objective ECO-3 regarding promotion of economic growth and diversification of the County's economic base while acknowledging broadly accepted socio-economic development goals, where the Land Use Plan map amendment application requests only non-residential development and meets all of the requirements of this paragraph, the required concurrent zoning application may be presented through one or more concurrent zoning applications that collectively apply to less than 100 percent but at least 40 percent of the property subject to the map amendment and that are heard and decided together. To qualify for this allowance, the map amendment that accompanies the Special District text required above must cover an area that (i) contains at least 350 gross acres, (ii) is located within ~~the~~ Urban Expansion Area No. 3, (iii) is located outside of any airport land use and noise compatibility zones as defined in Articles XXXV and XXXVII of the County Code, as may be amended, and (iv) directly abuts an interchange of the Homestead Extension of the Florida Turnpike.

The proposed change will ensure that the LU-8H language remains a limited exception to the requirement to file a companion zoning application covering 100% of the land subject to an application seeking to move the UDB. The Applicants urge the Commission to adopt the proposed CDMP amendment with this additional limitation in place.

EEL Land.

Following the recommendations of the County Commission, the Applicants significantly reduced the size of the proposed SDLTD in their August 2022 revised application. The gross area was reduced from 793 acres to 379 acres. The net developable area of the District, as amended, is approximately 311 acres.[1]

The SDLTD property is not within the area identified in the CDMP as "Wetlands of Regional Significance" and it is not located within the limits of any wetland basins designated by Miami-Dade County Division of Environmental Resource Management ("DERM"). The SDLTD is instead largely composed of low-lying agricultural land of marginal utility that is contaminated by agrichemicals, the continuing feasibility of which for agricultural use is at increasing risk from a variety of factors including saltwater intrusion, saltwater contamination from storm surges, and the potential for decreased groundwater drawdowns.

Despite the fact that the development of the District will have no impact on designated wetlands or other protected lands and the owners within the District will be mitigating existing soil contamination at no cost to the County, the Applicants have agreed to add the following language to the CDMP Declaration of Restrictive Covenants encumbering Phase IIA of the SDTLD:

> 7. Voluntary EEL Conveyance. Prior to the approval of any final plat for the Property, the Phase IIA Owners shall, at their cost, convey to Miami-Dade County no less than 622 acres of land, in one or more parcels, currently on Miami-Dade's Environmentally Endangered Lands (EEL) Priority A Acquisition list (the "EEL Parcel(s)"). The EEL Parcel(s) shall be selected from the areas depicted in Exhibit "E" to this Declaration. The EEL Parcel(s) shall not be credited towards any mitigation required by the County or other agencies for existing or proposed environmental permits.

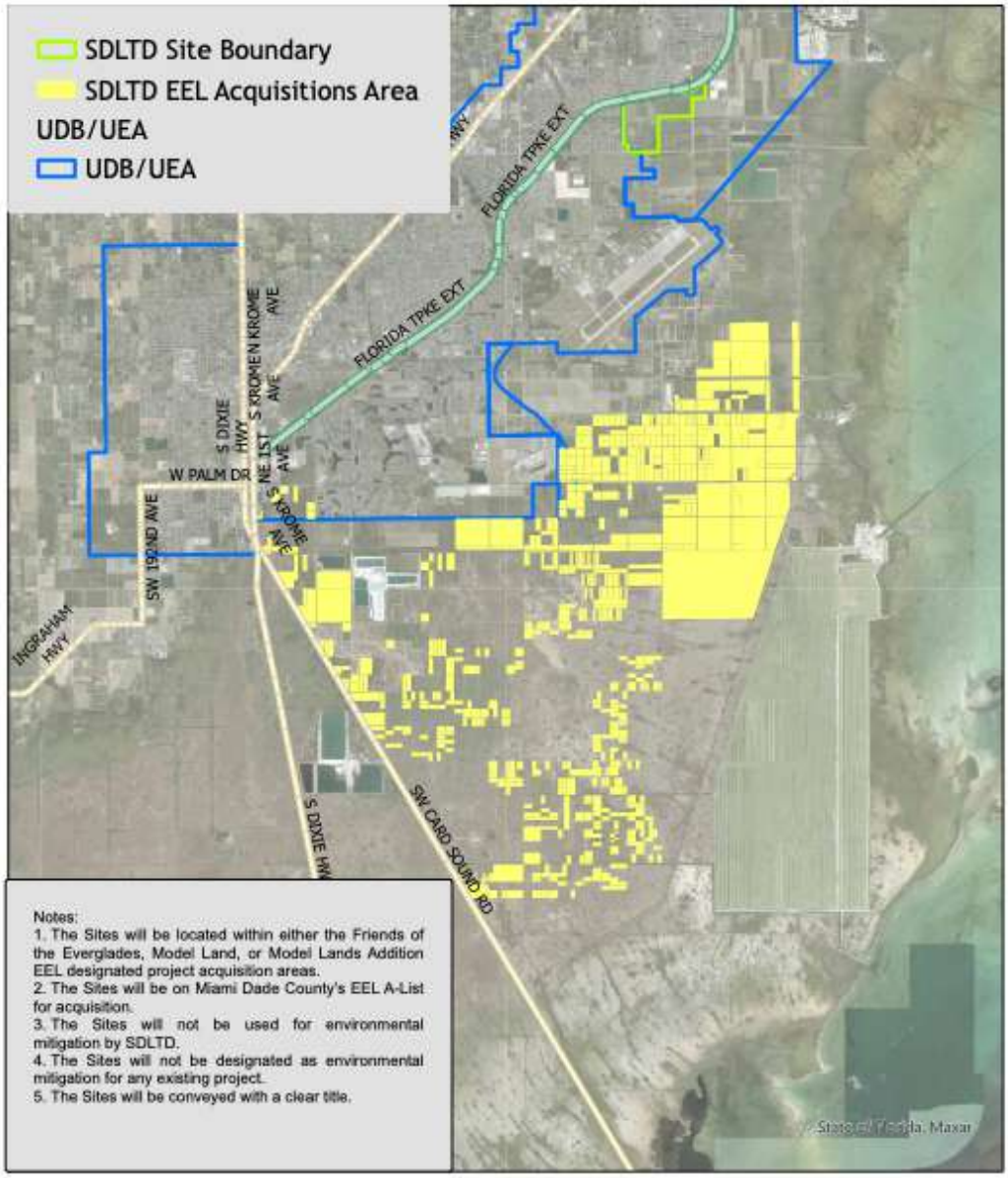
As you will note, the proposed language will require at least a "two to one" donation of EEL land to the County for each net acre of developable land within the SDLTD. This donation, which is unrelated to and "over and above" all required environmental mitigation, will be due at the time of the first subdivision plat for Phase IIA.

[1] The net area of the SDLTD excludes existing and proposed rights of way, the C-102 canal, and the FPL transmission corridor.

SOUTH DADE
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4

SDLTD EEL Acquisition Areas



N

0 0.75 1.5 3 Miles

EAS Engineering, Inc.
October 2022

Exhibit E

Agrichemical Contamination.

The condition of the SDLTD soils and groundwater has been discussed at length at recent County Commission hearings.



View of C-102 Canal East of SDLTD – June 2022

The Applicants prepared, and County staff has approved, a Conceptual Stormwater Master Plan for the District.

The Conceptual Stormwater Master Plan anticipates, based on the significant testing that has been done to date, that there is arsenic above the residential soil clean up target level in the land throughout the SDLTD, as well as pockets of groundwater contamination. Test data collected within a portion of the District land and on adjacent land indicated levels of arsenic above the residential soil clean up target level. Given the historic use of agrichemicals in the District land, the Applicant team expects to see very similar levels of agrichemicals throughout the entire SDLTD.

The contamination from agrichemicals is not unique to the SDLTD but, due to the District's location, has a direct impact on Biscayne Bay. Fertilizer and pesticides applied to crops are dissolved into solution during rainfall events. Because the C-102 canal runs directly through the SDLTD and is a tributary to Biscayne Bay, untreated agricultural runoff from agricultural ditches into this waterway will ultimately discharge into the Bay. Elevated nutrient concentrations within this discharge contributes to the degradation of water quality resulting in the impairment of Biscayne Bay. Increased nutrient loading due to agricultural activity therefore has negative downstream effects to adjacent waterbodies and wetland areas due to the direct discharge of runoff that occurs without a proper drainage system. The SDLTD development will be introducing a modern stormwater system to the site for the first time.

The Conceptual Stormwater Master Plan states that additional soil and groundwater testing will need to take place at the time of development. The following is also required by the proposed Special District text:

> In the event that contamination is discovered in the soil or groundwater, development may utilize other stormwater management best management practices acceptable to RER-DERM to address stormwater quality and quantity requirements, such as piping of runoff to areas free of restrictions, exfiltration trenches at depths below the level of contamination, drainage wells, soil removal and replacement, or surface storage in capped or lined impoundments.

The stormwater system contemplated by the Conceptual Stormwater Master Plan has been designed with these expected conditions in mind. The Applicants' engineers remain confident that a traditional stormwater management system for commercial/industrial development can be properly developed within the District. The Special District language provides for additional protections in the event more significant contamination is found.

Relative Cost of Environmental Remediation of Existing Contamination.

Under the terms of the Special District text, the property owners within the SDLTD are obligated to undertake, at their sole expense, significant improvements to both private and public infrastructure. Owners are required to install modern stormwater management systems designed to accommodate a 100-year, 3-day storm event and will be obligated to generally raise site elevations to at least 8 feet NGVD29. These improvements will significantly reduce the impact of agrichemical pollution from the District land to the surrounding area and Biscayne Bay.

In response to questions raised at the last County Commission hearing, the Applicants have provided DERM with the anticipated cost they would incur to address the existing site contamination. A summary of that information is provided below. The area to be remediated is the District's net developable area of 311 acres plus the area of new proposed roadway right of way of approximately 11 acres, for a total remediation area of 322 acres.

Estimate of Cost – Remediation of Contaminated Soils Within the SDLTD	
Contamination Remediation Element	**Estimated Cost**
Clear and Grub Site ($1,000 per acre)	$322,000
Phase I & II Environmental Assessment Report	$250,000
Soil Assessment Report and Testing and Contamination Assessment Plan[2]	$525,000
Purchasing, Transporting, Spreading and Compacting 2 feet minimum of clean lime rock fill (322 acres X 43560 X 2 feet / 27 = CY X 1.33 compaction X 1.33 conversion to tons = 1,837,864 tons X $15.25 per ton = $28,027,426)	$28,027,426

[2] All soil assessment and testing shall comply with DERM's updated *Site Assessment Guidance for Former Agricultural Sites in Miami-Dade County* dated August 2021. For additional reference please visit https://www.miamidade.gov/resources/legal-ads/2021-08-interim-guidance-assessment-at-former-agricultural-sites.pdf

Cost to Engineer and Construct Storm Water Drainage system[3] (322 AC X $32,500 P/AC = $10,465,000	$10,465,000
Project Management Oversight (10% of cost excluding land)	$3,948,942
Total Remediation Cost:	**$43,548,368**

Public Cost of Remediation for Environmental Purposes. The above costs are only applicable if the end use is a development as proposed by the SDLTD project. Should Miami-Dade County, or other public agency acquire the land[4] for environmental purpose, the remediation would be very different. Capping would most likely not be acceptable. The contaminated soils could not stay onsite but would need to be removed and disposed of properly. This would allow for any proposed water storage, or water-flow across the property to occur without interacting with the agrichemical contamination. The estimated cost of remediation for environmental use of the property, (not including the public cost to acquire the land) would be $47,646,566.[5]

[3]The estimated cost to Engineer and Construct Storm Water Drainage system is based on the SARA for MIA9 prepared by SCS Engineers South Dade Property Assemblage (HWR-1148/F-NA) located to the NE of the intersection of SW 268th St and theoretical SW 117th Avenue and is based on the conceptual drainage plan prepared by Langan Engineering for MIA9 dated 2/01/22 received by DERM Pollution Remediation Section on 2/09/22. This estimate of cost to Engineer and Construct Storm Water Drainage system within the SDLTD, does not represent final engineering design, existing environmental conditions, or assume any DERM review or approval of any information contained or described in this estimate of cost.

[4] The SDLTD lands are privately owned. Any environmental remediation or mitigation for public purposes would first require the purchasing of the land. The approximate cost to purchase the lands within the SDLTD is $117,311,040. This amount is based on the most recent comparable AG land purchases within ¼ mile of the SDLTD of $325,000 per acre, and includes closing costs of 1 percent of the purchase price, and a brokerage commission of 2.5 percent of the purchase price.

[5] The estimated cost for a **removal** of contaminated soils methodology, including the transporting of the contaminated soils to an approved landfill, and construction of a perimeter berm of clean material required for water retention and safety is $47,646,566 total, plus the costs for all required reporting and testing under this methodology. (Assumes an average of 3 feet of soil removal depth X 322 acres x 43,560 /27 = CY X 1.33 conversion to tons = 2,072,778 tons X Landfill Fee of $20 per ton = $41,455,560 plus perimeter berm [~50,000 tons X $15.25 per ton = $762,500] plus Clearing and Grubbing, Environmental Reports, Testing and Contamination Assessments, plus 10% for Project Management and Supervision $41,455,560 + $762,500 + $322,000 + $250,000 + $525,000 = $43,315,060 X 1.10 = $47,646,566 total) The $20 per ton Landfill Fee assumes that the approved Landfill will accept contaminated material as cover material versus landfill material. The Landfill Fee to receive contaminated material as landfill material is much more expensive and can run as high as $50 per ton.

The SDLTD Has No Utility for Potential "BBSEER" Projects.

The potential impact of the SDLTD on Everglades restoration has continuously been raised by third party opponents. As an initial matter, the District has never been "within the footprint of any Comprehensive Everglades Restoration Project (CERP) components."[6] The 2012 Project Implementation Report identified Alternate O (Alt. O) as the Tentatively Selected Plan (TSP) for Biscayne Bay Coastal Wetlands (BBCW). Only Phase I of BBCW Alt. O was authorized for construction.

The SDLTD is also consistent with the more recently initiated Biscayne Bay and Southeastern Everglades Ecosystem Restoration (BBSEER) Project, which focuses on restoration of nearshore conditions in Biscayne Bay, the "Model Lands," and other adjacent coastal areas. BBSEER is currently pursuing Phase II of the CERP BBCW project.

The SDLTD property is not located within either Phase I or II of the BBCW Alt. O footprint. The reduced SDLTD boundary also minimizes the overlap with lands being studied for project components as part of BBSEER. Opponents to the SDTLD have pointed to the possibility that some future component of BBSEER may require the District land. As noted above this would require the public acquisition of the property and an environmental cleanup. The cost benefit for the use of the District property for any BBSEER component cannot be justified.

It is important to note that the SDLTD and surrounding lands were previously reviewed and **rejected** for potential inclusion in CERP's BBCW in 2008. The District land was excluded largely because it is privately owned, the impact of existing agrichemical contamination, and uncertainty about the ability to construct projects on the land. Nothing has

[6] The SDLTD is neither within a "Comprehensive Everglades Restoration Plan project footprint. . . delineated in Tentatively Selected Plans and/or Project Implementation Reports" as described in Policy LU-8(i)(c), nor is it located within a "Comprehensive Everglades Restoration Plan project. . . identified in the 1999 Final Integrated Feasibility Report and Programmatic Environmental Impact Statement, as may be modified formally or informally by the United States Army Corps of Engineers or the South Florida Water Management District" as described in described in Policy LU-8(ii)(3). Accordingly, the SDTLD has never been within the boundaries of a CERP project as defined by the CDMP.

changed in the intervening period that makes the SDLTD site viable for acquisition for a future undecided BBSEER project.

As the Applicants have demonstrated, the SDLTD development would not hinder the realization of any CERP or BBSEER goals. The SDLTD instead coincides with the overall restoration objectives by improving water quality and quantity to the C-102 canal. The C-102 canal discharges directly to Biscayne Bay. The SDLTD provides the best opportunity to accomplish these objectives from this site, at no cost to the County, in the near future.

No Adjacent Agricultural Drainage or Uses will be Impacted by the SDLTD.

The SDLTD development will be designed so that each component tract retains all the runoff from a 100-year, 3-day storm event – meeting and exceeding County stormwater retention requirements. During review of the application, DERM staff raised concerns associated with the impact of the development on ongoing agricultural activities in adjacent lands. In response, the Applicant provided District language to protect adjacent agricultural uses.

Land Outside the SDLTD. The SDLTD development will be designed to meet current County stormwater management criteria. Each development site will include a perimeter berm set at the calculated 100-year 3-day storm event.

The SDLTD development will not result in drainage issues for properties outside of the District. The land abutting the development to the east and south of the SDLTD are separated by a County roadway and ditch system, which divorces them hydraulically from the proposed development. The areas to the north are hydraulically separated by the Florida Turnpike.

Drainage Within the SDLTD. The SDLTD will be a phased development. Portions of the land will likely remain in agricultural use as earlier phases are constructed. The remaining agricultural lands will retain a similar flow pattern as the existing condition. Runoff will be directed to the existing drainage ditches with outfalls to the C-102 canal. Development in the District will provide additional perimeter agricultural ditches as needed to ensure that adjacent lands will continue to drain properly prior to development. The new ditches will be connected to the existing agricultural ditch system.

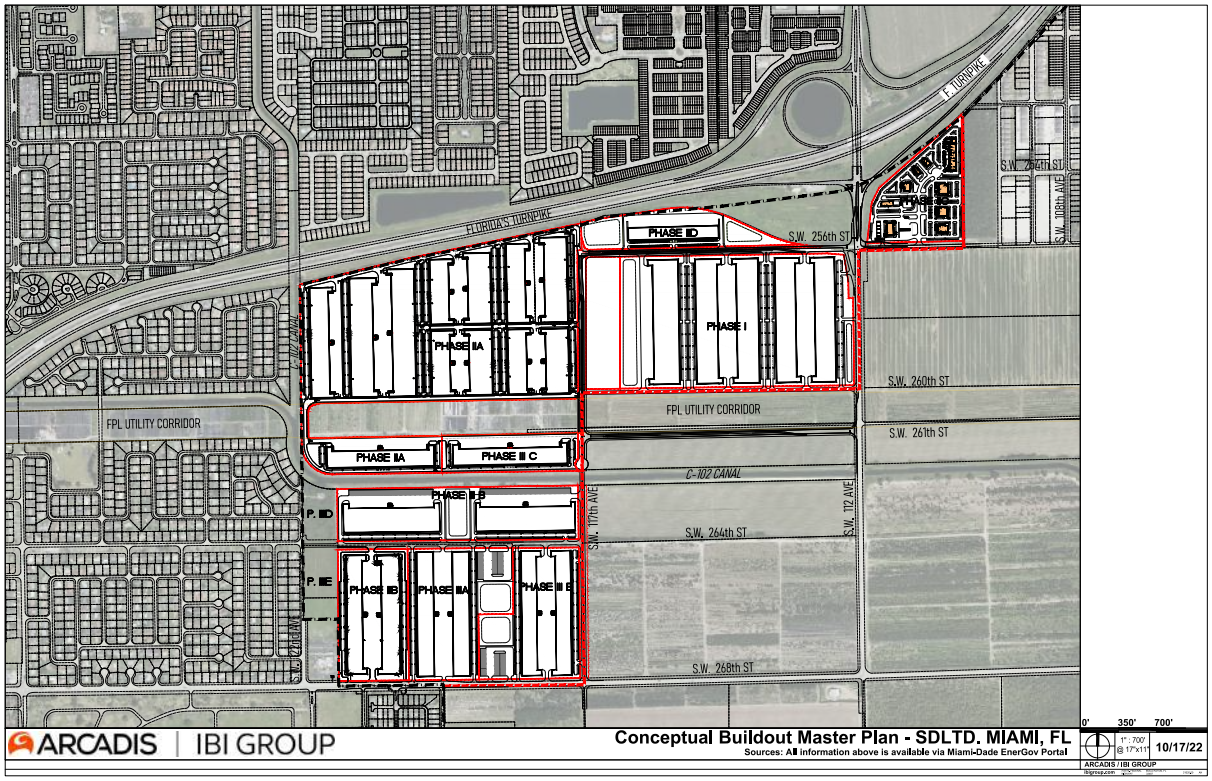
Special District Text. While the SDLTD team has determined that, due to existing drainage patterns and agreed-to improvements by the developers, no flows will be negatively impacted by the SDLTD development, the Special District text includes protections to ensure the continued use of adjacent land. The proposed District text ensures the protection of adjacent agricultural uses as the SDLTD is developed, providing as follows:

> Existing canals, agricultural ditches, conveyance swales, and other drainage or stormwater management infrastructure shall be shown on all plans submitted for development within the District. Except as provided in subparagraph (ii) above or unless DERM determines to the contrary in accordance with this paragraph, all such existing infrastructure shall be retained and protected in its existing location

to maintain current functions serving areas outside of the District or other areas inside of the District.

Conceptual Buildout Master Plan of Development.

Some members of the County Commission have expressed interest in seeing a "master plan" of development for the SDLTD. A conceptual master is below, showing the likely build out of each Phase of the District.



The Conceptual Buildout Master Plan[7] reflects the full 5.9 million square feet of industrial uses, as well as commercial and hotel users.

[7] The Master Plan has been assembled using individual site plans that have been filed by owners within Phases II and III of the District. The formal site plan for Phase I (see discussion at Page 21 below**)** and portions of Phase III of the SDLTD have not been submitted and a conceptual layout has been shown for illustrative purposes (. The uses depicted within each sub-Phase are consistent with the development assignments provided in the Special District text.

There is a Need for the SDLTD.

In a memorandum entitled "Additional Information on Aligned Application" issued on October 17, 2022, Mayor Levine Cava challenged several elements of the SDLTD proposal, including whether the Applicants have demonstrated a need to move the UDB.

In short, the Mayor's Memo is wrong and misleading. The Mayor's Memo, staff's memorandum which formed the basis of the Mayor's Memo, and the Mayor's statements at the October 18 County Commission hearing, all misstate the data presented by the Applicants and completely fail to address the real deficiencies raised by the Applicants regarding the South Dade and Countywide industrial land supply.[8]

October 17, 2022 Memorandum from Lourdes Gomez to Mayor Levine Cava

The Mayor's Memo was based on an October 17, 2022 memorandum from Lourdes Gomez, Director of RER. That memorandum attempted to justify staff's methodology by stating that it is

> …based on actual historic consumption of industrial land over the previous 20 years. It intentionally utilizes a long-term analysis. To normalize market booms and busts that could otherwise skew a shorter term analysis…. Relying on actual consumption of industrial land over the last 20 years produces an extremely reliable platform upon which to project the County's future demand.

It is true that staff's conclusions are based on an analysis of the industrial land supply and demand for the 2000 to 2020 period. County staff's dataset is missing both years 2011 and 2012. More important, staff's analysis fails to address the following significant changes to South Dade and the industrial market over the last decade:

- The early 2000s saw the South Tier area still recovering from the destruction of Hurricane Andrew.

- The South Tier population has roughly doubled in the past 20 years.

[8] The CDMP requires County to have enough industrial land inside the UDB countywide, and in the relevant tier, to accommodate growth for ten (10) years. Policy LU-8F. The Applicants' Needs Analysis showed conclusively that the South Tier is running out of suitable industrial land. County staff's analysis did not include any justification or analysis of its conclusory statement that countywide supply is depleting after 2040.

- South Dade population is expected to increase by 110,000 people between 2020 and 2040, a 33 percent increase in the area's current population.

- E-commerce, which drives a significant amount of the current demand for industrial space, barely existed at the beginning of the twenty-year period.

- E-commerce as a percentage of retail goods sold globally grew from about 4% in 2011 to nearly 20% in 2020. It is projected that e-commerce will continue to grow by an additional $388 billion by 2025.

Given the insufficiency of County data, and the significant market changes noted above, a review of the Countywide data for the 2010 - 2021 period provides a more accurate picture of the current and future absorption rate of industrial land.

The RER memo also makes the following claims regarding the Applicants' Needs analysis:

> … instead of relying on historic and normalized data for its projections, the application picks an artificial starting point in the market to justify the demand that was presented to the Board. Its starting point is eight years ago in 2014, a timeframe which benefits the application's representation that there is a significant unmet future need for warehousing. The 2014 data point represents the beginning of an upward trend in the e-commerce market. It was a **growth that peaked during the pandemic,** resulting in what appears to be an unprecedented growth in demand for more warehousing when projected into the future. However, we know that, today, headlines abound regarding cancellation of industrial warehousing deals nationwide. **The most recent quarterly economic data shows significant decline in demand.**

That statement is incorrect. As indicated by the discussion below, if the 20-year average annual absorption was approximately 2.9 million square feet of space, in 2021 more than three times that amount, almost 9 million square feet of industrial space, was absorbed. In the first three quarters of 2022 alone over 6 million square feet was absorbed.

In addition, the Needs Analysis justifies the basis, for the reasons stated above, why it relies on a period for review from 2010 to present.[9] The Applicants' Needs Analysis included a table related to County industrial land supply from 2010 – 2021, reproduced

[9] See "South Dade Logistics and Technology District 2022 Needs Analysis," pg. 5.

below. The table, based on County data, reflected the total of all industrially designated land as well as the remaining number of all vacant industrial acres.

Year	Total Industrial Acres	Vacant Industrial Acres
2010	12,475.0	3,622.9[10]
2011	No County Data Available	No County Data Available
2012	No County Data Available	No County Data Available
2013	12,729.0	3,691.8
2014	12,892.9	4,168.8
2015	13,182.9	3,766.6
2016	13,184.8	3,779.7
2017	13,508.4	3,770.7
2018	13,703.1	3,055.9
2019	13,768.9	2,855.8
2020	13,952.3	2,660.7
2021	14,280.7	2,259.6

Normalizing County Data to Current Available Industrial Land.

Even though County staff's 20-year methodology is based on incomplete data and appears overly conservative given the realities of South Dade demographics and the e-commerce/logistics market, the Applicants nevertheless reviewed remaining industrial land in the context of available 20-year average annual absorption data.

The data reflected in the Applicants' 2010 – 2021 table restated above, based on data obtained from County staff, relates to all County industrial designated land, regardless of size. In October 2021, CBRE generated a report that included data obtained from CoStar, indicating that as of the date of the report, there were 1,300 acres of land remaining in Miami-Dade County for "Industrial Development." The CoStar data was limited to industrial properties in Miami-Dade County that are larger than ten (10) acres.

Starting with the 1,300 acres of industrial properties larger than ten (10) acres remaining in October 2021, we estimated the amount of land available for Industrial Development as of September 30, 2022, based on CBRE/CoStar data for 2021 and 2022. See absorption information, next page, sourced from CoStar.

[10] The 2010 EAR Report actually reported the vacant industrial inventory as 3,522.9 acres.

- Industrial Land Available as of 10/2021 = 1,300 acres
- Absorption of land from 10/2021 through 9/2022 = 486 acres
- 814 acres (1,300 - 486 = 814) of remaining available land for industrial development as of today.[11]

20 Year Miami-Dade County Average Industrial Absorption	
YEAR	Net Absorption SF
2003	4,160,830 SF
2004	6,170,520 SF
2005	4,158,248 SF
2006	2,457,446 SF
2007	(30,582) SF
2008	(3,685,700) SF
2009	(3,240,203) SF
2010	4,023,752 SF
2011	2,341,107 SF
2012	2,308,942 SF
2013	2,388,433 SF
2014	3,154,728 SF
2015	4,205,901 SF
2016	3,377,731 SF
2017	2,636,893 SF

[11] The acreage is based on the following normalization:

Total net absorption 2021 = 8,240,171 SF/12 X 2 = 1,373,361 SF average absorbed in 2 months/2021.

Total net absorption Industrial through September 2022 + 2 Months 2021 [6,568,628 SF + 1,373,361 SF] = 7,941,989 SF total net absorption Industrial from Oct. 2021 to Sept. 2022.

7,941,989 SF divided by .375 FAR / 43560 = 486 Acres.

1,300 acres less 486 acres = 814 normalized acres of remaining available land for industrial development.

2018	**3,145,630 SF**
2019	**2,058,227 SF**
2020	**3,166,677 SF**
2021	**8,240,171 SF**
2022 (a)	**6,568,628 SF**
20-Year Average	**2,880,369 SF**

Note (a): CoStar absorption projection for 2022 based on three quarters of information through 9/30/2022

Using the CoStar/CBRE remaining industrial land data for October 2021, the Applicants estimated the depletion dates, based on both a 10-year average annual absorption rate and a 20-year average annual absorption rate.

1,300 acres X 43560 X .375 = 21,235,500 SF / 3,894,302 SF 10 Year Avg Absorption = 5.45 years

1,300 acres X 43560 X .375 = 21,235,500 SF / 2,880,369 SF 20 Year Avg Absorption = 7.37 years

Based on the normalized current remaining 814 acres of Industrial Development land, the Applicants also estimated the following depletion dates, based on both a 10-year average annual absorption rate and a 20-year average annual absorption rate.

814 acres X 43560 X .375 = 13,296,690 SF / 3,894,302 SF 10 Year Avg Absorption = 3.40 years

814 acres X 43560 X .375 = 13,296,690 SF / 2,880,369 SF 20 Year Avg Absorption = 4.61 years

The SDLTD team's review and analysis of this data leads us to conclude that industrial land suitable for logistics use inside the UDB in Miami-Dade County will deplete well within the CDMP 10-year planning horizon – regardless of whether one applies a 10-year average annual absorption rate or the more conservative 20 year absorption rate. This analysis is equally viable applied to October 2021 remaining industrial development acreage (1300 acres) or current remaining industrial development acreage (814 acres).

Mayor's October 17, 2022 Memorandum to County Commission Members

The Mayor's October 17, 2022 memo contends that there has been softening in the national industrial market – suggesting that "nationwide, demand for such developments has plummeted." That supposed reduction in demand certainly has not been reflected in Miami-Dade County. JLL's "Third Quarter Industrial Insight Report" for Miami-Dade County has again reflected "record-low vacancies."[12] Industrial rents have risen 4.4% quarter over quarter and "year-over-year rent growth is more than double what the asking rates were in 2021 at 60%." The lack of available sites in Miami-Dade County is already pushing industrial development (and associated jobs) out of the county. Contrary to the Mayor's statement, there has been no reduction in the demand for large-scale industrial development.

Even though Applicants believe that 20 years of data presents an overly conservative average for future forecasting, the Applicants reviewed the Mayor's Memo against the historical data collected by CoStar, summarized in the 20 Year Miami-Dade County Average Industrial Absorption table above. CoStar's data indicated that the 20-year average annual absorption was approximately 2.9 million square feet of space. And, contrary to the Mayor's Memo, in 2021 almost 9 million square feet of industrial space was absorbed; in the first three quarters of this year over 6 million square feet was absorbed.

Industrial development specialists are in agreement that for a typical 10-acre industrial acre of land, a warehouse of approximately 163,000 square feet can be developed, after setting aside land for parking, open space, setbacks, etc. Such development reflects a floor area ratio of .375. Using that floor area ratio and the conservative 20-year average annual absorption rate of 2.9 million square feet of industrial space per year, 177 acres of land each year are being developed annually. Reducing the remaining 1,300 acres of industrial land remaining in October 2021 by 177 acres a year means that remaining land for industrial development will deplete in 7.4 years.

Mayor's Statements at the October 18, 2022 County Commission Hearing.

During the October 18, 2022 County Commission hearing, the Mayor referred to "the demand for warehouses and logistics. It is on the decline and the data that was used to justify the application is based on a 2014 starting point for the analysis and that was a time when the market looked very different and there was very strong demand for ecommerce

[12] "Demand for Class A Space Strengthens in South Florida's Industrial Market" by Melea VanOstrand, *Daily Business Review*, October 26, 2022.

warehousing, but that is no longer the case. We've seen that evidenced in the market…"

Again, the CoStar report collected information on the annual absorption into the market of industrial space over the last 20 years, concluding that approximately 2.9 million square feet of space has been absorbed annually. And, contrary to the Mayor's statement, in 2021 almost nine (9) million square feet of industrial space was absorbed; in the first three quarters of this year over six (6) million square feet was absorbed.

The last two years has shown that the historical 20-year average annual absorption rate is extremely conservative. During 2021 and the first nine (9) months of 2022, the market has absorbed 14.8 million square feet of space[13], the equivalent of 906 acres of industrial land that were developed.[14] If we only consider development since October 2021, during that past year, almost 8 million square feet of space has been leased, the equivalent of 486 acres.[15]

[13] 8,240,171 SF in 2021 + 6,568,628 SF in 2022 to date = 14,808,799 SF

[14] 14,808,799 SF divided by .375 FAR / 43560 = 906 Acres.

[15] 7,941,989 SF divided by .375 FAR / 43560 = 486 Acres.

FPL Land within Phase I of the SDLTD.

As amended, Phase I of the SDLTD consists of tax folio number 30-6030-000-0120, which is owned Florida Power & Light and is located at the southwest corner of SW 112 Avenue and SW 256 Street. Phase I is eighty-four (84) gross acres. FPL has been supportive of the SDLTD Application and the Applicants look forward to continuing to work with FPL as the District is developed. Accordingly, the Conceptual Buildout Master Plan reflects the Applicants' site planning of the FPL property in anticipation of FPL agreeing to proceed with formal approvals for the site. Unfortunately, due to the destruction caused by Hurricane Ian, FPL staff is currently focused almost exclusively on restoring service to impacted communities on Florida's Gulf Coast. The Applicants anticipate that FPL will be ready to move forward with the zoning process for Phase I sometime in the next six months.

Conclusion.

The SDLTD will help repair a severe imbalance that has located the vast bulk of the County's industrial and logistics land in the County's Northern and North-Central Tiers. The South Tier is poised for major population growth and demand for logistics uses serving these residents will be growing at the same time. The existing industrial land supply in South Dade is simply inadequate to accommodate the existing and future demand. The amended SDLTD will serve to address this deficiency, while abating perceived negative impacts and thus will be a major benefit to the South Dade community.

The SDLTD will:

- Bring much-needed jobs to South Dade, reducing excessive commutes for residents. The District is expected to produce over 11,000 direct, indirect and induced permanent jobs, in addition to over 9,000 temporary jobs during the construction phase.

- Help meet the increasing demand for larger logistics and distribution centers that include on-site truck trailer parking in South Miami-Dade to compress the supply chain, saving e-commerce businesses travel times and excess fuel costs.

- Require local hiring and living wages by both contractors and tenants.

- Eliminate direct discharge of nutrient-laden stormwater runoff into the C-102 canal, limit the use of fertilizers and reduce groundwater withdrawals from the aquifer.

- Exceed current standards to address stormwater retention, flood protection and sea-level rise.

- Contribute funds to the County's Purchase of Development Rights program for each acre of agricultural land that is impacted, for a total exceeding $2.7 million, which funds may be used by the County to acquire conservation easements in more suitable farming areas, such as the Redland.

- Contribute land to the EEL program on at least two to one, net acre by net acre, basis.

- Construct water, sewer and roadway improvements in a network of major and minor roads abutting and within the development parcels, at no cost to the public. In addition, proportionate share will be used for funding of needed roadway improvements beyond the parcel boundaries.

- Provide land and fund shelters for bus stops and will promote the use of public transit by its tenants.

- Mitigate existing environmental soil contamination at no cost to the County.

All of the above elements remain in place despite the significant reduction in the scope and impact of the proposal made in response to concerns from the Commission.