

Exhibit 1

INTERNATIONAL ATLANTIC, LLC
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into this ____ day of _____, 2018 by and between INTERNATIONAL ATLANTIC, LLC, a Delaware limited liability company ("International Atlantic"), THE GRAHAM COMPANIES, a Florida corporation ("Graham"), TGC SEC 8-9 NORTH POINT LLC, a Florida limited liability company ("North Point") (Hereinafter collectively referred to as the "Initial Owners"), and MIAMI-DADE COUNTY, Florida, a county government duly organized and existing under the laws of the State of Florida (hereinafter referred to as the "County").

RECITALS:

A. Each of the Owners is the owner of a portion of, or the owner of an undivided interest in a portion of, that certain land located in the County legally described in **Exhibit "A"** attached hereto and made a part hereof ("**Property**"), and the Owners collectively own 100% of the interests in the Property.

B. The Property has been designated "Business and Office" on the Miami-Dade County Comprehensive Development Master Plan ("**CDMP**") Future Land Use Map ("**FLUM**"), pursuant to Ordinance No. _____ adopting Application No. 5 of the May 2016 CDMP Application Cycle and as further governed by Declaration of Restrictions recorded in Official Records Book [_____] at Page [_____] (the "CDMP Amendment").

C. A majority of the Property is currently being used by the Owners for agricultural purposes, consistent with its previously established Agriculture (AU) zoning district regulations.

D. Concurrently with this Agreement, the Owners have applied, pursuant to the County's Land Development Regulations, for a district boundary change for the Property to Retail Entertainment District Planned Area Development Zoning District ("**REDPAD** or **REDPAD Zoning**") and associated variances (the "**Zoning Application**"). This Agreement is contingent on the approval of such district boundary change in Public Hearing Application No. _____.

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

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

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

H. To ensure sound capital improvement planning and adequate public facilities, the public planning process for the development of the Property as permitted by the CDMP and the County Land Development Regulations is being coordinated with the public planning process for the development of approximately 337 acres of land immediately south of the Property (“**Employment Center Property**”).

I. Pursuant to Application No. 6 of the May 2016 Comprehensive Development Master Plan (“CDMP”) Amendment Cycle, the Employment Center Property is concurrently being considered for designation as “Business and Office” on the Future Land Use Map (“**Employment Center Amendment**”), and under the County’s Land Development Regulations, the Employment Center Property is concurrently seeking the zoning designations of Employment Center Planned Area Development Zoning District (“ECPAD”) and Liberal Business District (“BU-3”), together with the acceptance of a Development Agreement (“**Employment Center Development Agreement**”) under the Development Agreement Act.

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

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

2. **Definitions.**

- a. “**ADM**” means development permitted pursuant to the ADM Approvals.
- b. “**ADM Approvals**” means the Approved Zoning District and this Agreement, including the Initial Development Plan, as approved by the Miami-Dade County Board of County Commissioners as development regulations for the Property.
- c. “**Approved Zoning District**” means REDPAD and associated variances approved pursuant to Miami-Dade County Resolution No.[], passed and adopted by the Board of County Commissioners on [_____], as the same exists as of the Effective Date.
- d. “**Code**” means the Code of Miami-Dade County, Florida.
- e. “**Comprehensive Plan**” or “**CDMP**” means the Comprehensive Development Master Plan adopted by the County pursuant to Chapter 163, Florida Statutes, meeting the requirements of Section 163.3177, F.S., Section 163.3178, and Section 163.3221(a), Florida Statutes, which is in effect as of the Effective Date.
- f. “**DERM**” means the RER Division of Environmental Resources Management, or successor agency.

- g. **“Developer(s)”** means International Atlantic, its successors or assigns, or any party designated by the Owners as the “Developer(s)” undertaking development of all or any portion of the Property from time to time, and the Developer(s) respective successors or assigns, subject to the terms and conditions set forth in this Agreement.
- h. **“Development”** means the carrying out of any building activity; the making of any material change in the use or appearance of any structure or land; or the dividing of land into three (3) or more parcels as provided in Section 163.3221(4), Florida Statutes (2017) and more specifically in the Code.
- i. **“Development Permit”** includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of the Property, as provided in Section 163.3221(5), Florida Statutes (2017) and as more specifically provided in the Code. Pursuant to Section 33-310.3(C)(6) of the Code, Development Permit shall include building permits and water and sewer permits, but shall not include permits required by Chapter 24 or any other County environmental regulations.
- j. **“DTPW”** means the Miami-Dade County Department of Transportation and Public Works, or successor agency.
- k. **“Duration”** shall have the meaning set forth in Section 4(b) of this Agreement.
- l. **“Governing body”** means the Board of County Commissioners of Miami-Dade County.
- m. **“HEFT”** means the Homestead Extension of Florida’s Turnpike.
- n. **“Initial Development Plan”** means the initial plan or plans of development, entitled [] as prepared by [] and dated [], as approved pursuant to the Approved Zoning District, as same may be amended from time to time in accordance with the terms of the Agreement and the Code. A copy of the Initial Development Plan is attached as **Exhibit “B”**, and full-scale copies of the Plan are on file with the RER Development Services Division, or its successor agency.
- o. **“Land”** means the earth, water, and air, above, below, or on the surface and includes any improvements or structures customarily regarded as land, as provided in Section 163.3221(7), Florida Statutes (2017).
- p. **“Land Development Regulations”** means ordinances, rules, and policies enacted or customarily implemented by the County for the regulation of any aspect of development and includes any local government zoning, rezoning, subdivision, building construction, or sign regulation or certain other regulations controlling the development of or construction upon land in effect as of the Effective Date, as

provided in Section 163.3221(8), Florida Statutes (2017). Pursuant to section 33-310.3(C)(7) of the Code, the term "land development regulation" shall not include Chapter 24 or any other County environmental regulations. Such environmental regulations shall apply to the Property regardless of this Agreement and may require changes to the Owners' plans for the Property.

- q. "MDAD" means the Miami-Dade Aviation Department, or successor agency.
 - r. "MDFR" means the Miami-Dade County Fire Rescue Department, or successor agency.
 - s. "MDPD" means the Miami-Dade Police Department, or successor agency.
 - t. "Owners" shall include the Initial Owners, and their heirs, successors, and assigns
 - u. "Property" means the land located in the County legally described in Exhibit "A".
 - v. "Public facilities" means major capital improvements, including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, educational, parks and recreational facilities, and health systems and facilities, as provided for in Section 163.3221(13), Florida Statutes (2017).
 - w. "Public Records" means the Public Records of the County, subject to Chapter 119, Florida Statutes.
 - x. "RER" means the Miami-Dade County Department of Regulatory and Economic Resources, or successor agency.
 - y. "RER Director" means the Director of RER or successor agency, or the Director's designee.
 - z. "Site Plan" is a scaled and dimensioned site plan (with landscaping), elevation, and typical floor plan submitted for Final Development Review pursuant to Sections 33-284.28.6(C) and 33-284.28.12 of the Code.
 - aa. "WASD" means the Miami-Dade County Water and Sewer Department, or successor agency.
3. **Intent.** The Owners and the County intend that this Agreement is entered into as a "development agreement" under the Development Agreement Act and that this Agreement should be construed and implemented to effectuate the purposes and intent of the parties expressed in this Agreement and in the Development Agreement Act.

4. **Effective Date/ Duration.**

- a. **Effective Date.** As provided in Section 163.3239, Florida Statutes, this Agreement shall be recorded in the Public Records at the cost of the Owners, and the Effective Date shall be the date of recordation. It is provided, however, that this Agreement is contingent upon the CDMP Amendment being found "in compliance" pursuant to Section 163.3184, Florida Statutes, and this Agreement is also contingent upon the approval of the Zoning Application. If any appeal of the CDMP Amendment or the Zoning Application is filed, and the disposition of such appeal results in the denial of the subject application, in its entirety, then this Agreement shall be null and void and of no further effect. Upon the disposition of an appeal that results in the denial of the CDMP Amendment or the Zoning Application, in its entirety, and upon written request, the Director of RER shall forthwith execute a written instrument, in recordable form, acknowledging that this Agreement is null and void and of no further effect.
- b. **Duration.** This Agreement shall run with the land and shall be binding on all parties and all persons claiming under them for a term of 20 years from the Effective Date, with the option to extend this Agreement for an additional 10 years with Administrative Approval by the Director of RER, upon a demonstration that development of ADM has commenced and continued in good faith. This Agreement shall not exceed 30 years unless extended by mutual consent of the County and the Owners following a public hearing in accordance with Section 163.3225, Florida Statutes. Any commencement, phasing, improvement-timing, applicable mitigation requirements, or other dates or deadlines provided in this Agreement may be extended administratively by the County for the maximum period of time declared by state law ("Statutory Extensions") regardless of any previous extension for this Agreement, associated zoning approvals, and related zoning actions. References herein to the "Duration of this Agreement" shall include extensions approved thereto.

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

- a. **Authority/Developers.** The Owners shall have the right throughout the duration of this Agreement to provide the Developer or Developers with the power and authority to act or exercise any rights, or to undertake any obligations, with respect to all or any portion of the Property as if the Developer was the Owner of that portion of the Property. The Owners have initially designated International Atlantic as the Developer under this Agreement, with the full power and authority to act and exercise all rights, and to undertake all obligations, with respect to all or any portion of the Property under this Agreement. Owners may further assign the title of Developer and any rights or obligations hereunder in whole or in part to other parties as hereinafter provided in this Agreement at its sole and exclusive discretion. This Agreement shall not prohibit the Owners from assigning certain obligations to a special taxing district, community development district, homeowner's association, or other legal entity, to the extent otherwise permitted

by the Code and other applicable laws. Notwithstanding anything in this Agreement to the contrary, all obligations under this Agreement shall be binding obligations of the Owners of the Property, regardless of any delegation or assignment by the Owners.

- b. **Personal Liability.** The obligations imposed on the Developer or Owners under this Agreement shall continue to be the binding obligations of the Owners of the Property from time to time and shall continue to be binding obligations against the Property notwithstanding any change in ownership and notwithstanding any delegation of authority set forth in Section 4(c) above. The rights and obligations under this Agreement shall run with title to the Property and shall not be personal to International Atlantic, Graham, North Point, or any prior owner or developer. It is provided, however, that nothing herein shall limit the County's ability to enforce violations and environmental obligations against any prior owner, as may be available under law and pursuant to the Code, including, but not limited to, Chapter 24.
- c. **Multiple Ownership within Subdivided Lots.** In the event any subdivided lot or lots within the Property has or have multiple ownership, including a condominium, the Owners of that subdivided lot (s) shall create an association, or create appropriate covenants, that establish that an association or a designated party(ies) shall have the right to act on behalf of the individual owners of such subdivided lot or lots to bind such owners under this Agreement, including any modification of this Agreement. If the Owners of such subdivided lot or lots fail to create such an association or designated party(ies), then the owner that created the subdivision shall be deemed to retain the right to request and execute modifications of this Agreement on behalf of the individual owners of such subdivided lot or lots.

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

- a. **Comprehensive Plan.** Concurrently with the approval of this Agreement, and pursuant to the County's Land Development Regulations, the County adopted the Approved Zoning District on the official zoning map of the County. Through this Agreement, the County approves the Initial Development Plan pursuant to the County's Land Development Regulations. By these approvals, the County has determined that this Agreement, the Approved Zoning District, and the Initial Development Plan are consistent with the Land Development Regulations and Comprehensive Plan in effect as of the Effective Date, and shall remain consistent, provided that the Owners comply with all requirements and obligations of this Agreement.
- b. **Permitted Development Uses and Density/Intensity.** The Initial Development Plan is hereby approved as part of the ADM Approvals. The ADM Approvals govern the development of the Property. The official documents for the ADM Approvals are on file with the RER Development Services Division, or its

successor agency. The development program for ADM will consist of the following program uses (together with uses accessory and ancillary thereto, the “**Program Uses**”) and density limitations (“**Initial Approved Development Program**”), or an equivalent combination of such uses and density limitations, as follows:

Use ¹	Initial Approved Program
Retail	3,500,000 SF
Entertainment	1,500,000 SF
Lodging	2,000 rooms
Back of the House	1,200,000 SF

The Initial Approved Development Program reflects a mixed-use development including entertainment, retail, and hotel uses. The actual permitted uses are those allowed by the Approved Zoning District, as modified. The ADM development shall be limited to the Program Uses, but the combination and density of the Program Uses in the Initial Approved Development Program may be modified to the extent provided in the Development Equivalency provision below. The parties agree that the Approved Zoning District allows the continuation of the agricultural use of the Property as a permitted use.

c. **Development Equivalency.**

- i. **Trip Cap.** The Initial Approved Development Program is projected to generate 1,252 net external AM peak hour trips and 5,784 net external PM peak hour trips (“**Trip Cap**”), using the Mall of America (“**MOA**”) trip rates that were approved by the County and Florida Department of Transportation (“**FDOT**”) in March 2016 (see representative trip generation rates provided in **Exhibit “C**” attached hereto and by this reference made a part hereof (“**Representative Trip Rates**”).
- ii. Development orders and development permits, including Site Plan approvals, may be issued for an actual development program and combination of Program Uses and intensities (“**Actual Development Program**”) that varies from the Initial Approved Development Program, in accordance with the Equivalency Matrix provided in **Exhibit “D**” attached hereto and made a part hereof, without amending this Agreement, provided that the Actual Development Program does not exceed (a) the Trip Cap or (b) the amount of water treatment plant or sanitary sewer treatment plant capacity reserved for the Initial Approved Development Program, as provided in paragraph 11.1. below (the “**Treatment Plant Capacity Cap**”). It is provided, however, that the Treatment Plant Capacity Cap shall not preclude the Owners or Developers from entering into a

¹ Analyzed uses include all appropriate ancillary and accessory uses, which may be permitted in accordance with paragraph 6.c below without amending this Agreement.

Service Agreement with WASD for more than the reserved capacity, if such capacity is available, at the appropriate development stage, and any such additional Service Agreement shall not require a modification of this Agreement.

- iii. A trip generation analysis using the Representative Trip Rates shall be prepared for RER review and approval at the earlier of Site Plan or tentative plat approval to calculate the total number of net external pm peak hour trips for that portion or stage of the Project and to demonstrate that the cumulative net external pm peak hour trip generation for the Project built to date does not exceed the Trip Cap.
 - iv. It is further provided that the Actual Development Program shall not exceed, and development order and development permits shall not authorize more than, 3.5 million square feet of retail uses.
 - v. It is further provided that the development orders and development permits for uses that require variances, unusual uses, or special exceptions pursuant to the Code may be approved without amending this Agreement, provided that such additional uses: are consistent with the CDMP; are approved in accordance with the applicable Code provisions; and do not exceed the Trip Cap or the Treatment Plant Capacity Cap.
 - vi. All development orders and development permits, including Site Plan approvals, may be issued administratively by RER to the extent permitted by the Code.
- d. **Density, Building Heights, and Intensities.** Except as otherwise provided herein, the population density, height, and building intensities for any development on the Property shall be as described in the Table of Program Uses and the Development Equivalency terms and shall be regulated by the ADM Approvals and the applicable designations in the Comprehensive Plan and applicable Declaration of Restrictive Covenants. It is provided, however, that amendments to the REDPAD, other zoning district regulations in effect as of the Effective Date, and any subsequently adopted standards that the Developer or Owner and RER agree in writing, may be applied to the Property.

7. **Procedures.**

- a. **Further Development Review.** The ADM Approvals (including the Initial Development Plan), the Land Development Regulations, and the Comprehensive Plan establish the criteria for development of the Property for purposes of CDMP consistency, concurrency, and zoning for the Duration of this Agreement.
 - i. **Site Plan.** A Site Plan for an individual building site shall comply with the ADM Approvals and criteria set forth in the Approved Zoning District

regulations, as provided in Sections 33-284.28.6 and 33-284.28.12 of the Code.

- ii. If it is found during the Site Plan review that the proposed development does not substantially comply with ADM Approvals, the applicant may either appeal the decision as set forth below, revise the Site Plan to comply with the ADM Approvals, or request modification of this Agreement, the Initial Development Plan, or the Approved Zoning Districts, as applicable, in accordance with this Agreement and the Code, or request such other zoning action or determination as may be required pursuant to the Code.
 - iii. **Appeals of Administrative Decisions.** If the County does not approve the Site Plan with respect to a portion of the Property, the Owner maintains the right to appeal the administrative decision as provided by the Code: in accordance with Section 33-314(C), which provides for appeals of certain administrative decisions directly to the Board of County Commissioners; or in accordance with Chapter 24 of the Code, which provides for appeals of certain administrative decisions to the Environmental Quality Control Board.
- b. **Downzoning.** For the Duration of this Agreement, the County shall not downzone ADM, change the Approved Zoning District, or restrict legal nonconforming uses beyond the current provisions in the Code of Miami-Dade County, except as provided in Section 163.3233, Florida Statutes, or at the express request of the Owner or Developer, subject to all applicable requirements for any such legislation or zoning action.
8. **Reservation or Dedication of Land.** Pursuant to the terms of this Agreement, the Owners shall dedicate all necessary rights of way, easements, licenses, fee simple ownership, and other appropriate property interests for the construction, installation, and operation of infrastructure, utilities, stormwater management, and other appropriate Public Facilities and public purposes as provided herein. It is understood that this Agreement does not address environmental mitigation, or sewer pump stations that may be required as part of environmental approvals or permits pursuant to Chapter 24 of the Code. The dedication of public canal rights-of-way or properties shall be addressed as set forth in paragraph 11.b.
9. **Development Permits and Other Required Permits and Approvals.** A description of the local and other development permits and environmental permits and approvals that are generally anticipated as required for the development of ADM is set forth on **Exhibit "E"** attached hereto and made a part hereof. This list is a good faith attempt to list the most significant permits required for development and may be supplemented with additional permits and requirements, as appropriate, but the failure to include permits and approvals on Exhibit "E" shall not relieve the Owners from the need to obtain said permits and approvals. The Owners may need certain additional approvals and additional development permits to complete ADM in a manner consistent with the ADM Approvals,

Land Development Regulations, and Comprehensive Plan designations in effect as of the Effective Date and applicable to the Property, such as:

- a. Site Plan approvals;
- b. Modifications to Initial Development Plan;
- c. Land Improvement Permits;
- d. Subdivision plat or waiver of plat approvals;
- e. Water, sewer, paving and drainage permits/plan approvals;
- f. Acceptance, enforcement or release of Covenants, Declarations of Restrictions or Unities of Title;
- g. Building and related permits;
- h. Certificates of occupancy, completion, or use;
- i. Stormwater management and drainage permits; and
- j. Environmental permits, including, without limitation, work in wetlands, work in canal rights-of-way, or tree removal and relocation

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

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

11. **Conditions of Development.**

As a condition of development, the Owners and Developer(s) jointly and severally shall address the impacts of development of ADM as follows:

Environmental

- a. **General.** All applicable environmental permits for development on the Property shall be obtained pursuant to Chapter 24 of the Code, as may be amended from time to time. All subsequent development orders, including but not limited to Site Plans, Tentative Plats, Final Plats, building permits, zoning improvement permits, lake excavation permits and Class IV wetlands permits, shall be subject to review and approval by DERM in accordance with applicable requirements of Chapters 24 and 11C of the Code, and for conformance with the CDMP. It is expressly agreed and acknowledged that (i) such environmental permits and approvals are not exhaustively listed herein; (ii) the Owner is required to obtain various environmental permits and approvals pursuant to Chapter 24 of the Code, as it may be amended from time to time; (iii) DERM has not yet reviewed or approved

the required submittals for such environmental permits and approvals; (iv) this Agreement does not entitle the Owners to any such environmental permits and approvals or entitle the Owners to develop the Property unless and until such permits and approvals are obtained; (v) and additional environmental requirements may apply beyond those in effect as of the Effective Date, including additional state or federal requirements and associated County requirements;

b. Stormwater Management Overall Conditions; Stormwater Management Master Plan and Covenant

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

ii. Prior to constructing or causing the construction of NW 170th Street north of the section line between NW 97th Avenue and the HEFT, the Owners shall submit to DERM, for review and approval, a plan to relocate this portion of the Golden Glades Canal (between NW 97th Avenue and the HEFT) to the north, to accommodate construction of NW 170th Street (the “Canal Relocation Plan”). The Plan shall include engineering details for construction of the new canal segment, consistent with general design criteria provided by DERM, and shall include, without limitation:

- (a) Minimum canal cross-section depth and slope;
- (b) Connection of the new canal segment to the Golden Glades Canal east of NW 97 Avenue and west of the HEFT;

- (c) Culvert connections south across NW 170 Street at NW 97 Avenue and at NW 107 Avenue; and
- (d) Design details on any crossings and bridges required within this segment;
- (e) The location and details of a required minimum 60-foot canal right-of-way and minimum 25-foot canal maintenance easement acceptable to Miami-Dade County for the relocated canal segment.

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

- iii. Following DERM approval of the Canal Relocation Plan and prior to constructing or causing the construction of NW 170th Street north of the section line, the Owners shall, at their expense, undertake or cause the following to be undertaken: obtain required permits, construct and interconnect the new segment of the Golden Glades Canal, and provide Miami-Dade County with dedication of a minimum 60-foot canal right of way and minimum 25-foot canal maintenance easement for the relocated segment of the Golden Glades Canal, consistent with the Canal Relocation Plan as approved by DERM. The improvements to NW 170th Street and the Golden Glades Canal segment may be constructed concurrently, to the extent approved by DERM.
- iv. If the proposed development within the Property includes the proposed use of the County's stormwater infrastructure (such as use of the Golden Glades Canal) as a conveyance element to off-site storage area(s), the Owners shall, at their expense, provide an additional engineering report and stormwater plan (the "Off-site Stormwater Conveyance Plan") to DERM for review and approval. The Off-site Stormwater Conveyance Plan shall be signed and sealed by a professional engineer licensed in the State of Florida and shall provide engineering calculations and sufficient detail, including the required conveyance capacity (existing plus additional), to demonstrate that the development's proposed use of the County's infrastructure for stormwater conveyance does not result in negative impacts to the County's stormwater system and watershed areas, and does not result in reduction of the current Flood Quantity Level of Service (FQLOS) or Water Quality Level of Service (WQLOS). Upon approval of the Off-site Stormwater Conveyance Plan, the Owners shall, at their expense, undertake or cause the following to be undertaken: obtain all required permits, construct improvements, and provide additional dedication of canal right-of-way and canal maintenance easement acceptable to Miami-Dade County for all improvements to public stormwater infrastructure, as may be required for the development's use of this infrastructure for offsite stormwater conveyance.

Prior to constructing or causing the construction of the roadway intersection of NW 102nd Avenue and NW 170th Street, or crossing of the Golden Glades Canal in that area, the Owners shall, at their expense, undertake or cause the following to be undertaken: obtain required DERM permits; obtain any other required permits; and construct or cause the construction of culverts and/or bridges across the Golden Glades Canal subject to DERM review and approval. Proposed culvert crossings shall be sized to facilitate through-passage of maintenance boats when physically possible. Alternatively, if not physically possible, each culvert crossing must be spaced at the minimum distance consistent with the Miami-Dade County Public Works Manual. Any proposed culvert crossing that does not facilitate through-passage of maintenance boats, must provide adequate maintenance access pads consistent with the Miami-Dade County Public Works Manual. Size, number, and location of maintenance access pads shall be as directed by DERM and consistent with Miami-Dade County Public Works Manual. Nothing herein shall be construed to prohibit the establishment of additional culvert or bridge crossings of the Golden Glades Canal, subject to DERM review and approval and consistent with Miami-Dade County Public Works Manual.

c. Natural Resources

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

- ii. Prior to DERM approval of any building permit or final plat application for development of any portion of the Property, the Owners shall obtain a Class IV permit for the area subject to the request, which shall include all applicable items required by Section 24-48 of the Code. The permit application shall include, without limitation:
 - (a) a wetland delineation detailing the acreage of wetlands within the area subject to the request;
 - (b) a species list for each native community to indicate dominance, percent cover, or unusual or unique features of the plant communities; and
 - (c) the measures proposed to be taken to avoid and minimize impacts to on-site wetlands and state- and federally-listed wildlife and plant resources.

If any preservation is proposed to occur on-site, the Owners shall provide a proposed legal instrument in the form of a covenant to memorialize said preservation, which shall include a description of the actions necessary to restore, enhance, and maintain onsite habitat values.

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

- d. **Sanitary Sewer Compliance.** Sanitary sewer service is addressed in Paragraph 11.I. below.

Infrastructure and Services

- e. **Fire and Emergency Medical Services.**
 - i. The Owners shall coordinate with the MDFR during the pre-design process of ADM to ensure that adequate space is provided within ADM to allow for the construction, operation and maintenance of a fire station (the "Fire Station") and two (2) first aid stations to serve ADM.
 - ii. Owners shall coordinate with MDFR to assure that an area totaling 12,000 square feet is dedicated within ADM to be used for the construction of a Fire Station (not including the two (2) first aid stations). The Fire Station space shall be designed in a manner that will allow emergency response

vehicles to render aid outside the walls of ADM as well as allow emergency responders to render assistance within ADM. Owners shall also coordinate with MDRFR to determine the placement of two (2) first aid stations within ADM.

- iii. The Fire Station shall be constructed in accordance with MDRFR service standards and specifications. MDRFR shall review and approve the construction plans for the Fire Station and first aid stations to determine that MDRFR design standards will be satisfied. The Fire Station shall adhere to all essential amenities which include, but are not limited to: apparatus bays, dormitories, a kitchen, restrooms and office areas, along with other ancillary uses. Owners shall designate the required amount of MDRFR employee parking spaces within walking distance of the Fire Station.
- iv. Owners and MDRFR shall establish a mutual construction schedule to assure completion of the Fire Station within the required time frames and prior to the issuance of a Temporary Certificate of Use and/or Temporary Certificate of Occupancy or Certificate of Use and/or Certificate of Occupancy for ADM.
- v. Owners, at their own cost and expense, shall be responsible for complying with all applicable laws and obtaining all required documentation, including, but not limited to a Certificate of Use and/or Certificate of Occupancy and all zoning and other approvals required to use the subject space for the purpose of constructing, operating, and maintaining the Fire Station.
- vi. The Owners shall dedicate to MDRFR the space for the Fire Station in Fee Simple form and shall have the opportunity to reserve the air rights above the Fire Station. The dedication of the space for the Fire Station shall be considered a contribution-in-lieu of impact fee. The impact fee contribution will be based on the appraised value of the applicable space for the Fire Station, at time of dedication, in accordance with Chapter 33J, of the Code.

f. **Police.**

- i. The Owners shall coordinate with the MDPD to ensure adequate infrastructure is in place to provide police protection /public safety for ADM.
- ii. The Owners shall coordinate with MDPD at the time of Administrative Site Plan Review (“ASPR”) for ADM to ensure that adequate space is provided within ADM for a police work station/office within the development to serve ADM (the “Police Station Area”). If the Police Station Area is dedicated to the County for such use, it shall be considered

a contribution-in-lieu of impact fee. The value of the impact fee contribution shall be based on the appraised value of the applicable property, at time of dedication, in accordance with Miami-Dade County procedures. The Owners shall be entitled to an additional credit for impact fee contribution-in-lieu of fee based on the construction cost of the police work station/office and the value of any equipment the Owners contribute to facilitate police services.

iii. In addition, prior to final plat for the Property or any portion thereof, the Owners shall address the following issues to ensure provision of adequate police services:

- 1) Provision of 24-hours per day, 7 days per week, qualified security personnel throughout the development.
- 2) Installation of interior and exterior security cameras in public areas throughout ADM with electronic archiving capabilities of a minimum of 31 days. Additionally, any footage reasonably deemed by MDPD or other public safety agencies as needing archiving beyond 31-days will be transferred to a hardened format and stored for up to one year.
- 3) Develop incident plans and protocols for hurricane and other emergency situations for ADM, which shall be maintained and shared annually with MDPD and other law enforcement officials. These plans and protocols shall be deemed exempt from public records to the extent permitted under Section 119.071, Florida Statutes.
- 4) Coordinate with MDPD's Real-Time Crime Center to provide remote access to the live video feed from surveillance cameras reasonably located throughout the development(s) as agreed from time to time by ADM.
- 5) Coordinate with the Miami-Dade County Information Technology Department's Radio Communication Services Division to evaluate the need for bidirectional antennae or similar system for MDPD and MDRF radio frequencies, and provide for installation of such antennae if a need is shown. Owners shall be entitled to an additional credit for impact fee contribution-in-lieu of fee based on the value of any equipment the Owners contribute to facilitate radio communication services.

g. **Roadway Improvements.** The Owners shall be responsible for constructing or causing the construction of the subdivision roadway improvements and off-site

roadway improvements listed on, and consistent with the time-frames provided in, **Exhibit "F."** The construction of the off-site improvements by the Owners shall be eligible for and treated as contributions-in-lieu of impact fees pursuant to the County's Road Impact Fee, Chapter 33E, of the Code. The Owners shall coordinate with Miami-Dade County to ensure that, to the maximum extent feasible, any Road Impact Fees paid for ADM are used within the traffic impact area for ADM reflected in **Exhibit "F."** The Owners will cooperate with intergovernmental coordination efforts among Miami-Dade County and DTPW, FDOT and the Turnpike for the potential acquisition of right-of-way and easements from the Dolphin Park and Ride Station to the proposed park and ride station in proximity to the subject Property.

h. Transit.

- i. Prior to the issuance of a building permit for ADM, the Owners shall provide \$5.9 Million Dollars to DTPW for the purchase of eleven (11) standard 40' buses. This contribution of funds shall be eligible for credit as a contribution-in-lieu of road impact fees, subject to the procedures set forth in Chapter 33E of the Code for approval of select transit capital improvements; it is provided, however, that the public hearing and approval of this Agreement satisfies the requirement under Section 33E-12(d) for determination by the Board of County Commissioners that this transit use is effective as part of the County's strategy for providing roadway capacity and provides a benefit to the impact fee district that would have otherwise received the fee..
- ii. Prior to the issuance of a certificate of use for ADM, the Owners shall cause the construction of a Metrobus Terminal/Transit Center within ADM ("ADM Transit Center"). The ADM Transit Center shall include ten (10) bus bays that will be made available to DTPW on a priority basis, and three (3) additional bus bays that shall be made available to Broward County Transit on a priority basis; a covered seating area; a restroom facility; and a transit information kiosk. The Owners shall operate and maintain the ADM Transit Center at their sole expense. Notwithstanding any provision to the contrary herein, the Owners may conduct a transit demand study and bus bay analysis at any time, subject to review and approval by DTPW, to demonstrate the need for fewer bus bays.
- iii. In consideration for the Owners' \$5.9 Million contribution-in-lieu of road impact fees, DTPW will extend various existing Metrobus Routes to the ADM Transit Center to provide at a minimum thirty (30) minute peak hour headways.
- iv. To the extent feasible, the Owner will provide dedicated mass transit lanes on the following roadways unless the Miami-Dade County DTPW determines that it is not feasible: NW 97 Ave between 170 Street and 180 Street; NW 170 Street between the Turnpike and 97 Ave; NW 180 Street

between the Turnpike and I-75; and on Miami Gardens Drive between I-75 and NW 57 Ave to the extent authorized by FDOT for Miami Gardens Drive.

- v. Owners will provide for the design and location of pedestrian and bicycle facilities to maximize transportation access both on-site and connecting to adjacent facilities, including on-site bicycle storage facilities to encourage the use of alternative modes of transportation.
- i. **Solid Waste Management.** Owners shall comply with the Code for solid waste disposal, garbage and trash collection services, recycling, waste storage, collection of solid waste, and site circulation considerations.
- j. **Aviation.** ADM is compatible with operations from Miami-Opa Locka Executive Airport, provided that MDAD's Aviation Planning, Land Use, and Grants Division shall review any temporary or permanent structures with elevations reaching or exceeding 200 feet Above Ground Level. Owner(s) and Developer(s) acknowledge and agree that all structures may be subject to further review as required by the Federal Aviation Administration.
- k. **Archeological.** There are three (3) areas within the Property that have been identified as actual or potential sites of archeological significance: Donna Camp (DA1075), Chambers West (DA1080), and Rising Pepper (DA11875). DA1075 was designated as an archeological zone by the Miami-Dade County Historic Preservation Board ("HPB"). Sites DA1080 and DA11875 have not been designated but are currently being considered for designation. The Owners agree to regulatory oversight by the Office of Historic Preservation ("OHP") of currently designated Site DA1075. If the County designates sites DA1080 and DA11875 as archeological zones, the Owners agree to follow Miami-Dade County requirements for regulatory oversight.
- l. **Water and Sewer.**
 - i. The Property is within WASD's established utility service area and is subject to all local, State, and Federal water and sewer regulations, WASD rules and regulations, Implementing Orders, and WASD connection charges and fees in effect upon execution of a WASD Service Agreement or issuance of verification form or other similar written County approval, as applicable, at the time of development of the Property or portion thereof.
 - ii. The Owner(s) and Developer(s) hereby acknowledge and agree that any right to connect the Property to the County's sewage system is subject to the terms, covenants, and conditions set forth in court orders, judgments, consent orders, consent decrees and the like entered into between the County and the United States, the State of Florida, and/or any other governmental entity, including but not limited to, the Consent Decree

entered on April 9, 2014, in *United States of America, State of Florida and State of Florida Department of Environmental Protection v. Miami-Dade County*, Case No. 1:12-cv-24400-FAM (S.D. Fla.) (the "Consent Decree"), as well as all other current, subsequent, or future enforcement and regulatory actions and proceedings.

- iii. The Owners shall coordinate with WASD and DERM to ensure the provision of water and sewer service to the Property and shall enter into a Service Agreement with WASD for Water and Sanitary Sewer Facilities for affected portions of the Property prior to final plat approval for that portion of the Property. Availability of potable water supply capacity shall be determined at the time of such Service Agreement or issuance of Verification Form or other similar written approval, as applicable, at the time of development of the Property or portion thereof.
 - iv. The Owners shall be responsible for obtaining sanitary sewer pump station capacity from the County, pursuant to the Code and consistent with the Consent Decree. This shall be done at the time of obtaining a building permit for the Property or portion thereof, if not earlier. Owners acknowledge and agree that the lack of adequate public sanitary sewer pump station capacity may limit the ability of development or facilities within the Property to connect to the public sanitary sewer system, and that nothing in this Agreement vests or shall be interpreted to vest such public sanitary sewer pump station capacity. Owners shall be solely responsible for any private on-site sewer pump stations that may be needed for ADM.
 - v. Potable water treatment plant capacity and sanitary sewer treatment plant capacity are distinct from potable water supply capacity and public sanitary sewer capacity, which are addressed above. Treatment plant capacities will be reserved based on the Initial Development Program Uses in this Agreement. As of the Effective Date, 1,010,000 gallons per day of water treatment plant capacity and 1,010,000 gallons per day of sanitary sewer treatment plant capacity will be reserved for ADM.
12. **Public Services and Facilities: Concurrency.** The entities responsible for providing public services and facilities, as set forth in Section 33G-4 of the Code, have determined that the following public facilities and services required to service ADM have been satisfied or will be satisfied in accordance with the terms of this Agreement and the schedule for the construction of all required new public facilities set forth in **Exhibit "G"**: flood protection; potable water treatment plant and sanitary sewer treatment plant capacity; fire and emergency management services; police; mass transit; traffic circulation and roadway capacity; solid waste disposal. For the purposes of concurrency review, it is hereby found that, throughout the Duration of this Agreement, sufficient infrastructure and capacities will be reserved based on the Initial Development Program Uses in this Agreement and remain available to serve ADM, with the exception of

potable water supply capacity and public sanitary sewer supply capacity, as provided in paragraph 11(I) above.

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

13. **Impact Fees and Connection Charges.** The impact fee and water and sewer connection charge ordinances, implementing orders, and Code provisions that are in effect as of the Effective Date of this Agreement and that shall apply to the development of ADM (including the ability to conduct an alternative fee computation by independent study) are provided in **Exhibit "H,"** attached hereto and made a part hereof. It is expressly provided, however, that ADM is not vested to any particular rate for the impact fees connection charges, or special connection charges for a Basin that apply to development of ADM. The amount of the applicable fees and charges shall be determined at the time of building permit or other development stage as set forth in the applicable ordinance, implementing order, or Code provision. Certain designated off-site roadway improvements listed in Exhibit "F" and other land dedications and public facility commitments referenced in Paragraph 11 above are deemed eligible for credit as contributions-in-lieu of impact fee to the extent permitted by the Code. Except for roadway improvements expressly deemed to be on-site or access-related or otherwise expressly deemed ineligible, nothing herein shall be construed to prohibit other public facility improvements from being considered for a credit or as a contribution-in-lieu of fee at a later date in accordance with the applicable impact fee regulation. Ordinances or Code provisions that create new impact fees or new connection charges after the Effective Date may be applied to ADM in accordance with Section 163.3233, Florida Statutes. Special connection charges for a Basin, and the renaming or replacement of an impact fee or connection charge, shall not be considered a new impact fee or a new connection charge, and shall apply to ADM.

14. **Reservation of Development Rights.**

- a. For the Duration of this Agreement, the County hereby agrees that ADM is deemed to be consistent with the CDMP and with the zoning regulations if developed in accordance with the Approved Zoning Districts, Land Development Regulations, and the Comprehensive Plan as of the Effective Date, which are or may be applicable to the Property, subject to the conditions of this Agreement. However, nothing herein shall prohibit an increase in developmental density or intensity within ADM in a manner consistent with the Comprehensive Plan and Land Development Regulations, or any change requested or initiated by the Owners in accordance with applicable provisions of law. The County may apply subsequently adopted CDMP or zoning regulations to the Property solely pursuant to, and in accordance with, Section 163.3233, Florida Statutes. It is provided, however, that if state or federal laws apply to the Property or ADM Approvals

and preclude compliance with this Agreement, this Agreement may be modified or revoked, as is necessary, to comply with the relevant state or federal laws.

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

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

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

17. **Entire Agreement.** This Agreement sets forth the entire Agreement and understanding between the parties hereto with respect to the subject matter contained herein and merges all prior discussions between the Owners and the County.

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

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

a. This Agreement may be modified, amended, or released as to the Property, or any portion thereof, by a written instrument executed by the, then-owner(s) of the property, including joinders of all mortgagees, if any, provided that the same is also approved by the Board of County Commissioners of Miami-Dade County, Florida, or by the RER Director as provided by the Code. Modification, amendment, or release by the Board of County Commissioners shall only be approved after public hearing, pursuant to Sections 163.3225, and 163.3229, Florida Statutes, and subject to the procedures set forth in Sections 33-313.1 and 33-314 of the Code, as may be amended from time to time.

- b. Jurisdiction over this Agreement shall remain with Miami-Dade County, regardless of any future annexation into an existing municipality or incorporation into a new municipality. In the event that the Board of County Commissioners amends this provision to transfer jurisdiction to a municipality, the parties acknowledge that modification, amendment, or release of this Agreement would thereafter be subject to the requirements of sections 20-8.8 or 20-26 of the Code, as applicable, which provide that any modification, amendment, or release of this Agreement shall not become effective until it is first approved by such municipality and is thereafter approved by the Board of County Commissioners, in accordance with applicable procedures.
- c. Statutory Extensions, consistent with and as contemplated in Paragraph 4, above, may be granted administratively, by the County, without the need for a public hearing. Further, the time frames contemplated in this Agreement may be tolled administratively by the County during the pendency of administrative or judicial proceedings relating to development orders or development permits associated with the ADM Approvals. The time frames associated with the Duration of this Agreement or the ADM Approvals, for any condition provided herein, may be extended administratively by the County for the length of the pendency of the challenge or a like period of time.
- d. Modifications to the Initial Development Plan, data and associated notes provided therein, Required Written Exhibits, Quantitative Data tables, and Graphic Documents provided as part of the Approved Zoning District, either through administrative or public hearing procedures, may be made pursuant to the Land Development Regulations, without the need to amend this Agreement. It is expressly provided that the Initial Development Plan may be modified by the County in accordance with the provisions in the Code authorizing administrative modifications.

20. **Enforcement; Compliance.**

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

21. **Remedies.**

- a. An action for injunctive relief pursuant to Section 163.3243, Florida Statutes, shall be available against Miami-Dade County. Administrative appeals available under the Code and judicial review of quasi-judicial decisions as provided in the

Florida Rules of Appellate Procedure shall also be available against Miami-Dade County. These shall be the exclusive remedies available against Miami-Dade County for any potential claims or complaints which may arise out of this Agreement. The Owners specifically waive any claims for monetary damages against the County with respect to this Agreement, and Owners agree and acknowledge that the exclusive remedy available against Miami-Dade County is an action for injunctive relief. In addition, nothing in this Agreement, express or implied, is intended to be construed as a waiver of sovereign immunity by the County under Section 768.28, Florida Statutes.

- b. An action for injunctive relief pursuant to Section 163.3243, Florida Statutes, shall be available against the Owners for any potential claims or complaints which may arise out of this Agreement. In addition, the County may exercise its enforcement authority, including but not limited to as provided in Paragraphs 20 and 23 of this Agreement, the Code, or County regulations, permits, approvals, or water service agreements, to take action that includes but is not limited to: the withholding of permits and inspections; injunctive relief; fines; monetary penalties; administrative costs; liens, or other penalties. These shall be the exclusive remedies available against the Owners for any potential claims or complaints which may arise out of this Agreement.
22. **Third Party Beneficiaries.** With the sole exception of actions for injunctive relief brought pursuant to Section 163.3243, Florida Statutes, by an aggrieved or adversely affected person as defined in Section 163.3215, Florida Statutes, nothing in this Agreement, express or implied, is intended to: (a) confer upon any entity or person other than the parties and their heirs, successors, or assigns any rights or remedies under or by reason of the Agreement as a third party beneficiary or otherwise, except as specifically provided in this Agreement; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.
23. **Authorization for Miami-Dade County to Withhold Permits and Inspections and Stay Effectiveness of this Agreement.** In the event the terms of this Agreement are not being complied with, then, in addition to any other remedies available to the County, the County is hereby authorized with respect to the Property, or a tract or portion thereof, as applicable, to withhold any further permits, to refuse to make any inspections or grant any approvals, and to stay the effectiveness of this Agreement, until such time as this Agreement is complied with. . It is recognized that certain obligations set forth in this Agreement (including, but not limited to, obligations related to environmental permits, stormwater management, and fire and emergency medical services) are conditions precedent to the development of all of the Property, and that the failure to comply with such provisions of this Agreement may result in the staying of the effectiveness of this Agreement and the withholding of permits, inspections, or approvals throughout or upon the entire Property. Before staying the effectiveness of this Agreement as to the Property or a tract or portion thereof, and before withholding permits, inspections, or approvals throughout or upon the entire Property based on a failure to comply with this Agreement, the County shall send written notice containing the following information: (i) the nature

of the purported violation; and (ii) the time within which the violation shall be cured. These requirements for notice and an opportunity to cure shall not apply and shall not be construed to limit: (i) the County's ability to take any action to prevent or ameliorate any immediate danger to the public health, safety, or welfare; or (ii) the County's authority and available remedies to enforce violations of the Code or of other applicable regulations.

24. **Election of Remedies.** All rights, remedies, and privileges granted herein shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies, or privileges.
25. **Acceptance of Agreement; County as Sovereign.** Acceptance of this Agreement does not obligate the County in any manner except as expressly provided herein, nor does it entitle the Owners or Developers to a favorable recommendation or approval of any application, zoning or otherwise, and the Board of County Commissioners retains its full power and authority to deny each such application in whole or in part and to decline to accept any conveyance or dedication. Except for the specific County approvals that are expressly made as part of this Agreement, the County retains all of its sovereign prerogatives and rights and regulatory authority as a county under State and local law, and the County shall not by virtue of this Agreement be obligated to grant or leave in effect any approvals or applications, including but not limited to, variances, permits, waivers, or any other approvals that may be granted, withheld, or revoked, under present or future applicable laws of whatever nature, in the discretion of the County.
26. **Presumption of Compliance.** Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given by the County, then such construction, inspection, and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with this Agreement.
27. **Severability.** Invalidation of any one of these provisions, by judgment of Court, shall not affect any of the other provisions, which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.
28. **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
29. **Joint Preparation.** The language agreed to expresses the mutual intent of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties by the other.

[Signature Page Follows]

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

ATTEST:

MIAMI-DADE COUNTY

By: _____

Clerk

By:  _____

JACK OSTERHOLT
County Mayor
DEPUTY MAYOR
MIAMI-DADE CTY. FL

Date: 7/24/18

WITNESSES:

DEVELOPER(S)/OWNER:

INTERNATIONAL ATLANTIC LLC, a Delaware limited liability company

[Signature]
Print Name: Hedassah Esros

By: [Signature]
Name: Roy Ghermezian
Title: Authorized Signatory

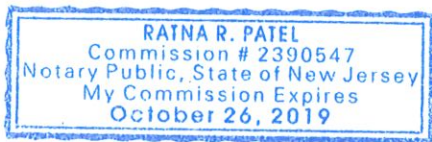
[Signature]
Print Name: Prava Mucela

STATE OF New Jersey
COUNTY OF Bergen

The foregoing instrument was acknowledged before me this 11th day of July, 2018 by Roy Ghermezian, _____ of International Atlantic LLC, a Delaware limited liability company, who () is personally known to me or () produced _____ as identification.

My commission expires: 10/26/2019

[Signature]
Notary Public Signature



OWNER:

TGC SEC 8-9 NORTH POINT LLC, a Florida
limited liability company

W Nance
Print Name: AUDRIE NANCE

Jessica Whitehead
Print Name: Jessica Whitehead

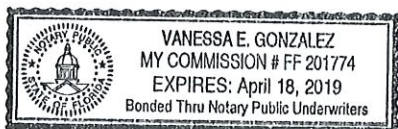
By: [Signature]
Name: STU WYLIE
Title: MANAGER

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 12th day of July, 2018 by Stuart S. Wylie, Manager of TGC SEC 8-9 NORTH POINT LLC, a Florida limited liability company, who () is personally known to me or () produced [Signature] as identification.

My commission expires:

Vanessa E. Gonzalez
Notary Public Signature



OWNER:

THE GRAHAM COMPANIES, a Florida corporation

Nance
Print Name: AUDRIE NANCE

Jessica Whitehead
Print Name: Jessica Whitehead

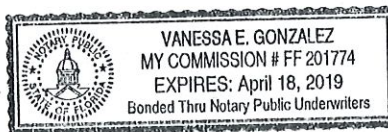
By: [Signature]
Name: STUART WYLLIE
Title: PRESIDENT

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 12th day of July, 2018 by Stuart S. Wyllie, as President of The Graham Companies Inc., a Florida corporation, who () is personally known to me or () produced [Signature] as identification.

My commission expires:

[Signature]
Notary Public Signature



114425150.18

**AMERICAN DREAM MIAMI
DEVELOPMENT AGREEMENT
EXHIBIT INDEX**

- EXHIBIT "A" – Legal Description of "American Dream Miami"
- EXHIBIT "B" – Initial Development Plan
- EXHIBIT "C" – Trip Generation Summary for American Dream Miami
- EXHIBIT "D" – Land Use/Trip Exchange Matrix; Breakdown of Proposed ADM
Land Uses
- EXHIBIT "E" – Development Permits
- EXHIBIT "F" – Required Roadway Improvements and Timing
- EXHIBIT "G" – Schedule for Construction of Public Facilities
- EXHIBIT "H" – Summary of Methodology for Independent Road Impact Fee
Study; Applicable Impact Fees and Connection Charges

EXHIBIT "A"

LEGAL DESCRIPTION OF "AMERICAN DREAM MIAMI"

SHEET 1 OF 3 SHEETS -- FEBRUARY 14, 2017

A PORTION OF TRACTS 1, 2, 3, 8, 9, 10, 11 AND 18 THROUGH 24, INCLUSIVE, AND ALL OF TRACTS 4, 5, 6 AND 7, OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 52 SOUTH, RANGE 40 EAST; TOGETHER WITH THAT PORTION OF THE 10 FOOT WIDE RIGHT-OF-WAY LYING WITHIN THE LIMITS OF THE HEREIN DESCRIBED PARCEL, ACCORDING TO THE PLAT OF "CHAMBERS LAND COMPANY SUBDIVISION", AS RECORDED IN PLAT BOOK 2, AT PAGE 68; ALSO TOGETHER WITH A PORTION OF TRACTS 17 THROUGH 25, INCLUSIVE, AND TRACT 32, AND ALL OF TRACTS 26 THROUGH 31, INCLUSIVE, OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 52 SOUTH, RANGE 40 EAST; SUBJECT TO THAT PORTION OF THE 15 FOOT WIDE ROAD RESERVATION LYING WITHIN THE LIMITS OF THE HEREIN DESCRIBED PARCEL, ACCORDING TO THE PLAT OF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1", AS RECORDED IN PLAT BOOK 2 AT PAGE 17, ALL OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 8; THENCE NORTH 02 DEGREES 36 MINUTES 53 SECONDS WEST, ALONG THE EAST LINE OF THE SAID NORTHEAST 1/4 OF SAID SECTION 8, FOR 284.75 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; SAID LAST DESCRIBED COURSE BEING COINCIDENT WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 9; THENCE SOUTH 89 DEGREES 37 MINUTES 45 SECONDS WEST, FOR 2572.94 FEET; THENCE NORTH 47 DEGREES 27 MINUTES 37 SECONDS EAST, ALONG THE SOUTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD NO. 821 (HOMESTEAD EXTENSION OF THE FLORIDA TURNPIKE), AS SHOWN ON THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 87005 CONTRACT 2313, APPROVED SEPTEMBER, 1970, LAST REVISED NOVEMBER 1, 1971 (SHEETS 1 THROUGH 5), FOR 3352.48 FEET; THENCE SOUTH 02 DEGREES 36 MINUTES 53 SECONDS EAST, [SOUTH 02 DEGREES 37 MINUTES 05 SECONDS EAST (D)] ALONG THE EAST LINE OF THE SAID NORTHEAST 1/4 OF SAID SECTION 8, FOR 214.90 FEET [214.91 FEET (D)] TO A POINT ON THE NEXT DESCRIBED CIRCULAR CURVE; SAID LAST DESCRIBED COURSE BEING COINCIDENT WITH THE WEST LINE OF THE SAID NORTHWEST 1/4 OF SAID SECTION 9; SAID POINT BEARS NORTH 28 DEGREES 00 MINUTES 29 SECONDS WEST [NORTH 28 DEGREES 00 MINUTES 35 SECONDS WEST (F)] FROM THE RADIUS POINT OF THE FOLLOWING DESCRIBED CIRCULAR CURVE; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CIRCULAR CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1578.50 FEET AND A CENTRAL ANGLE OF 00 DEGREES 28 MINUTES 06 SECONDS FOR AN ARC DISTANCE OF 12.90 FEET TO A POINT OF TANGENCY; THENCE NORTH 62 DEGREES 27 MINUTES 37 SECONDS EAST, [NORTH 62 DEGREES 27 MINUTES 31 SECONDS EAST (D)] ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PARCEL 112, AS SHOWN ON THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" PREPARED BY MANUEL G. VERA AND ASSOCIATES, UNDER F.P. NO. 421707-2 - SECTION 87075, DATED JUNE 11, 2015 AND A PORTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PARCEL 104, AS RECORDED IN OFFICIAL RECORDS BOOK 29813 AT PAGE 618 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, FOR 481.02 FEET; THENCE SOUTH 27 DEGREES 32 MINUTES 23

(CONTINUED ON SHEET 2 OF 3 SHEETS)

LEGAL DESCRIPTION OF "AMERICAN DREAM MIAMI"

SHEET 2 OF 3 SHEETS -- FEBRUARY 14, 2017

(CONTINUED FROM SHEET 1 OF 3 SHEETS)

SECONDS EAST, [SOUTH 47 DEGREES 32 MINUTES 29 SECONDS EAST (D)], AT RIGHT ANGLES TO THE LAST AND NEXT DESCRIBED COURSES, FOR 80.00 FEET; THENCE NORTH 62 DEGREES 27 MINUTES 37 SECONDS EAST [NORTH 62 DEGREES 27 MINUTES 31 SECONDS EAST (D)] FOR 152.06 FEET [152.00 FEET (D)] TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CIRCULAR CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 860.50 FEET AND A CENTRAL ANGLE OF 15 DEGREES 51 MINUTES 39 SECONDS [15 DEGREES 51 MINUTES 54 SECONDS (D)] FOR AN ARC DISTANCE OF 238.21 FEET [238.27 FEET (D)] TO A POINT ON SAID CIRCULAR CURVE; SAID LAST DESCRIBED THREE COURSES BEING COINCIDENT WITH THE SOUTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF SAID STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PARCEL 104; THENCE NORTH 89 DEGREES 37 MINUTES 09 SECONDS EAST, [NORTH 89 DEGREES 37 MINUTES 06 SECONDS EAST (D)] ALONG A LINE THAT IS PARALLEL WITH AND 15.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF THE SAID NORTHWEST 1/4 OF SAID SECTION 9, FOR 337.17 FEET TO A POINT ON THE NEXT DESCRIBED CIRCULAR CURVE; SAID LAST DESCRIBED COURSE BEING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PARCEL 105, AS SHOWN ON THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" PREPARED BY MANUEL G. VERA AND ASSOCIATES, UNDER F.P. NO. 421707-2, DATED JUNE 11, 2015; SAID POINT BEARS NORTH 10 DEGREES 55 MINUTES 03 SECONDS EAST [NORTH 10 DEGREES 54 MINUTES 48 SECONDS EAST (D)] FROM THE RADIUS POINT OF THE FOLLOWING DESCRIBED CIRCULAR CURVE; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CIRCULAR CURVE TO THE RIGHT, CONCAVE SOUTHWEST, HAVING A RADIUS OF 860.50 FEET AND A CENTRAL ANGLE OF 02 DEGREES 47 MINUTES 50 SECONDS [02 DEGREES 47 MINUTES 54 SECONDS (D)] FOR AN ARC DISTANCE OF 42.01 FEET [42.03 FEET (D)] TO A POINT OF TANGENCY; THENCE SOUTH 76 DEGREES 17 MINUTES 07 SECONDS EAST [SOUTH 76 DEGREES 17 MINUTES 18 SECONDS EAST (D)], ALONG THE SOUTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF A PORTION OF THE SAID STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PARCEL 104 AND THE SOUTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF A PORTION OF THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PARCEL 106, AS RECORDED IN OFFICIAL RECORDS BOOK 29586 AT PAGE 111 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, FOR 114.78 FEET; [114.51 FEET (D)]; THENCE SOUTH 00 DEGREES 22 MINUTES 51 SECONDS EAST [SOUTH 00 DEGREES 22 MINUTES 54 SECONDS EAST (D)] FOR 104.28 FEET; [104.38 FEET (D)] THENCE NORTH 89 DEGREES 37 MINUTES 09 SECONDS EAST, [NORTH 89 DEGREES 37 MINUTES 06 SECONDS EAST (D)], ALONG A LINE THAT IS PARALLEL WITH AND 156.50 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF THE SAID NORTHWEST 1/4 OF SAID SECTION 9, FOR 490.67 FEET TO A POINT ON THE NEXT DESCRIBED CIRCULAR CURVE; SAID LAST DESCRIBED TWO COURSES BEING COINCIDENT WITH A PORTION OF THE WESTERLY AND SOUTHERLY LIMITS OF THE LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE 75 (STATE ROAD 93), AS SHOWN ON THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 87075-2402, APPROVED JULY 5, 1977, LAST REVISED DECEMBER 1, 1978, (SHEETS 1 THROUGH

(CONTINUED ON SHEET 3 OF 3 SHEETS)

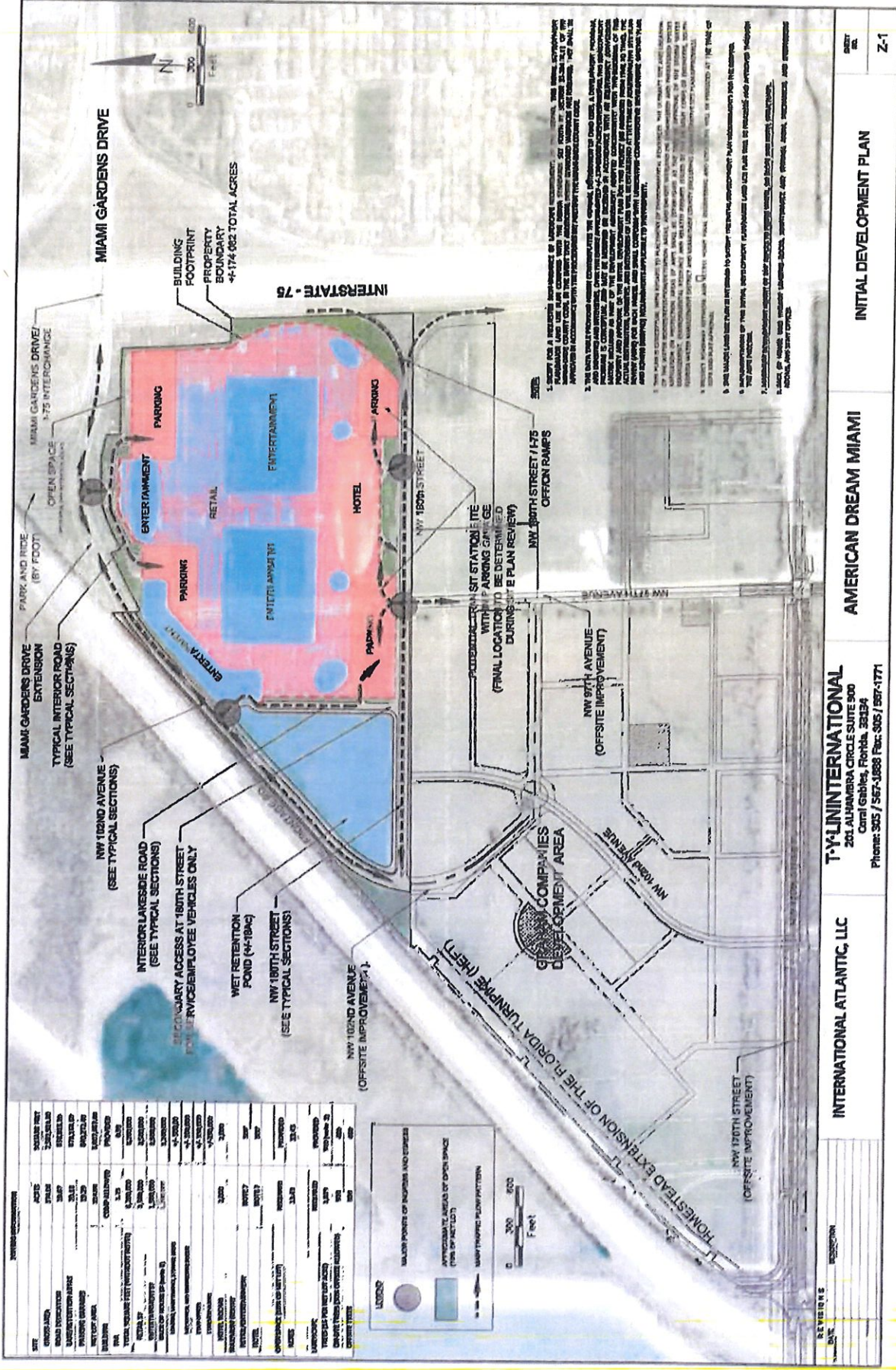
LEGAL DESCRIPTION OF "AMERICAN DREAM MIAMI"

SHEET 3 OF 3 SHEETS -- FEBRUARY 14, 2017

(CONTINUED FROM SHEET 2 OF 3 SHEETS)

10); SAID POINT BEARS SOUTH 04 DEGREES 55 MINUTES 08 SECONDS WEST FROM THE RADIUS POINT OF THE FOLLOWING DESCRIBED CIRCULAR CURVE; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CIRCULAR CURVE TO THE LEFT, CONCAVE NORTHERLY, HAVING A RADIUS OF 2567.95 FEET AND A CENTRAL ANGLE OF 03 DEGREES 35 MINUTES 44 SECONDS [03 DEGREES 35 MINUTES 47 SECONDS (D)] FOR AN ARC DISTANCE OF 161.15 FEET [161.18 FEET (D)] TO A POINT ON THE LAST DESCRIBED CIRCULAR CURVE; SAID CIRCULAR CURVE HAVING A CHORD DISTANCE OF 161.12 FEET [161.16 FEET (D)] AND A CHORD BEARING OF NORTH 86 DEGREES 52 MINUTES 44 SECONDS WEST [NORTH 86 DEGREES 52 MINUTES 47 SECONDS WEST (D)]; SAID POINT ALSO BEING ON THE NEXT DESCRIBED CIRCULAR CURVE AND BEARS SOUTH 88 DEGREES 35 MINUTES 09 SECONDS WEST, FROM THE RADIUS POINT OF THE FOLLOWING DESCRIBED CIRCULAR CURVE; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CIRCULAR CURVE TO THE LEFT, CONCAVE EASTERLY, HAVING A RADIUS OF 10094.00 FEET AND A CENTRAL ANGLE OF 03 DEGREES 43 MINUTES 50 SECONDS [03 DEGREES 43 MINUTES 48 SECONDS (D)] FOR AN ARC DISTANCE OF 657.22 FEET [657.12 FEET (D)] TO A POINT OF TANGENCY; THENCE SOUTH 05 DEGREES 08 MINUTES 41 SECONDS EAST [SOUTH 05 DEGREES 08 MINUTES 46 SECONDS EAST (D)] FOR 166.53 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 59 SECONDS EAST, [NORTH 89 DEGREES 35 MINUTES 54 SECONDS EAST (D)] ALONG THE SOUTH LINE OF SAID TRACT 19 OF THE SAID NORTHWEST 1/4 OF SAID SECTION 9, FOR 173.32 FEET; SAID LAST DESCRIBED FOUR COURSES BEING COINCIDENT WITH THE LIMITS OF THE LIMITED ACCESS RIGHT-OF-WAY LINES OF THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PARCEL 106, AS RECORDED IN OFFICIAL RECORDS BOOK 29586 AT PAGE 111 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE SOUTH 02 DEGREES 36 MINUTES 44 SECONDS EAST [SOUTH 02 DEGREES 37 MINUTES 03 SECONDS EAST (F)], ALONG THE WESTERLY LIMITS OF THE SAID LIMITED ACCESS RIGHT-OF-WAY LINE OF THE SAID STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 87075-2402, FOR 1366.34 FEET; THENCE SOUTH 89 DEGREES 37 MINUTES 45 SECONDS WEST FOR 2170.56 FEET TO THE POINT OF BEGINNING; ALL LYING AND BEING IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 52 SOUTH, RANGE 40 EAST AND THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 52 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA.

EXHIBIT "B"



NO.	DESCRIPTION	AREA (SQ. FT.)	AREA (ACRES)
1	ENTERTAINMENT	1,200,000	27.47
2	RETAIL	1,200,000	27.47
3	HOTEL	1,200,000	27.47
4	OFFICE	1,200,000	27.47
5	PARKING	1,200,000	27.47
6	WET RETENTION POND	1,200,000	27.47
7	TRANSIT STATION SITE WITH PARKING GARAGE	1,200,000	27.47
8	OPEN SPACE	1,200,000	27.47
9	ROADS AND DRIVEWAYS	1,200,000	27.47
10	UTILITIES	1,200,000	27.47
11	LANDSCAPE	1,200,000	27.47
12	PERMITS AND FEES	1,200,000	27.47
13	CONTRACTS	1,200,000	27.47
14	INSURANCE	1,200,000	27.47
15	PROFESSIONAL FEES	1,200,000	27.47
16	MARKETING	1,200,000	27.47
17	CONTINGENCY	1,200,000	27.47
18	TOTAL	12,000,000	274.7

1. THE SITE IS A RECREATION DEVELOPMENT OF VARIOUS TYPES, INCLUDING BUT NOT LIMITED TO: HOTEL, RETAIL, ENTERTAINMENT, OFFICE, AND PARKING. THE DEVELOPMENT IS TO BE LOCATED ON THE EAST SIDE OF MIAMI GARDENS DRIVE, BETWEEN INTERSTATE 75 AND NW 180TH STREET. THE TOTAL AREA OF THE SITE IS APPROXIMATELY 274.7 ACRES.

2. THE SITE IS TO BE DEVELOPED IN PHASES. THE DEVELOPER SHALL SUBMIT A DEVELOPMENT PLAN TO THE CITY OF MIAMI FOR REVIEW AND APPROVAL. THE DEVELOPER SHALL ALSO OBTAIN NECESSARY PERMITS FROM THE STATE AND FEDERAL GOVERNMENTS.

3. THE DEVELOPER SHALL MAINTAIN ACCESS TO ALL EXISTING AND FUTURE ADJACENT PROPERTIES. THE DEVELOPER SHALL ALSO MAINTAIN ACCESS TO ALL EXISTING AND FUTURE PUBLIC UTILITIES.

4. THE DEVELOPER SHALL MAINTAIN ACCESS TO ALL EXISTING AND FUTURE PUBLIC TRANSPORTATION SERVICES. THE DEVELOPER SHALL ALSO MAINTAIN ACCESS TO ALL EXISTING AND FUTURE PUBLIC PARKING AREAS.

5. THE DEVELOPER SHALL MAINTAIN ACCESS TO ALL EXISTING AND FUTURE PUBLIC OPEN SPACES. THE DEVELOPER SHALL ALSO MAINTAIN ACCESS TO ALL EXISTING AND FUTURE PUBLIC UTILITIES.

6. THE DEVELOPER SHALL MAINTAIN ACCESS TO ALL EXISTING AND FUTURE PUBLIC SERVICES. THE DEVELOPER SHALL ALSO MAINTAIN ACCESS TO ALL EXISTING AND FUTURE PUBLIC UTILITIES.

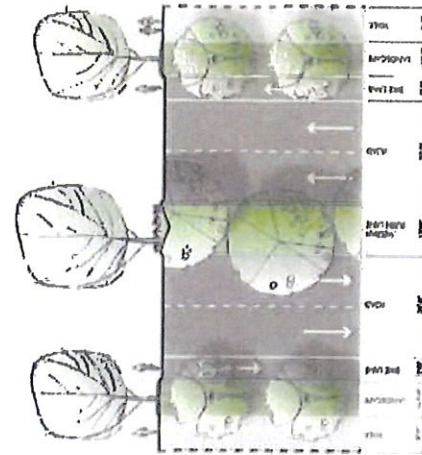
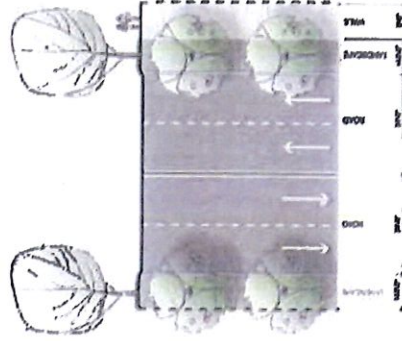
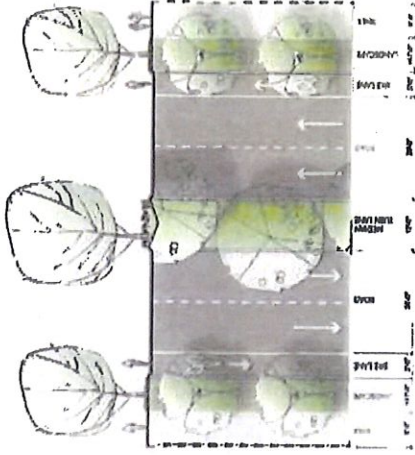
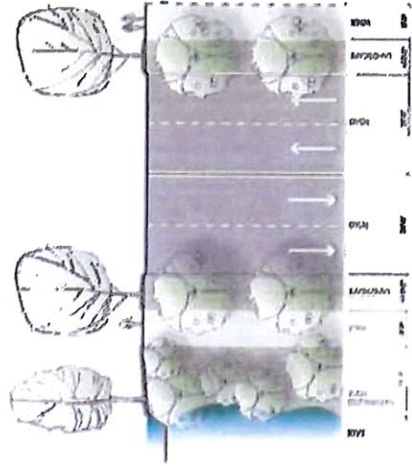
7. THE DEVELOPER SHALL MAINTAIN ACCESS TO ALL EXISTING AND FUTURE PUBLIC UTILITIES. THE DEVELOPER SHALL ALSO MAINTAIN ACCESS TO ALL EXISTING AND FUTURE PUBLIC SERVICES.

8. THE DEVELOPER SHALL MAINTAIN ACCESS TO ALL EXISTING AND FUTURE PUBLIC SERVICES. THE DEVELOPER SHALL ALSO MAINTAIN ACCESS TO ALL EXISTING AND FUTURE PUBLIC UTILITIES.

9. THE DEVELOPER SHALL MAINTAIN ACCESS TO ALL EXISTING AND FUTURE PUBLIC UTILITIES. THE DEVELOPER SHALL ALSO MAINTAIN ACCESS TO ALL EXISTING AND FUTURE PUBLIC SERVICES.

10. THE DEVELOPER SHALL MAINTAIN ACCESS TO ALL EXISTING AND FUTURE PUBLIC SERVICES. THE DEVELOPER SHALL ALSO MAINTAIN ACCESS TO ALL EXISTING AND FUTURE PUBLIC UTILITIES.

T-Y-L INTERNATIONAL
 201 ALHAMBRA CIRCLE SUITE 500
 Coral Gables, Florida 33134
 Phone: 305 / 567-1888 Fax: 305 / 567-1771



REVISIONS

INTERNATIONAL ATLANTIC, LLC

T-Y-L INTERNATIONAL
 203 ALHAMBRA CIRCLE SUITE 500
 Coral Gables, Florida 33134
 Phone: 305 / 557-1888 Fax: 305 / 557-1771

AMERICAN DREAM MIAMI

INITIAL DEVELOPMENT PLAN

SHEET

2-2

EXHIBIT "C"

Exhibit D: Trip Generation Summary for American Dream Miami

Land Use	ITE Code	Size	Units	Trip Rates		Trips					
				Daily	AM Peak	AM Peak Hour					
						Daily	Total	In	Out		
Entertainment/Retail (GFA)	-	6,200	KSF	11.26	0.18	69,822	1,146	48%	550	52%	596
Total Generated Trips (pre-LRT adjustment)						69,822	1,146		550		596
PM Internal Capture =	0.0%					0	0		0		0
Net External Trips (pre-LRT adjustment)						69,822	1,146		550		596
LRT Adjustment =	10.8%	of net external trips				6,481	105		51		55
Net External Trips						76,303	1,252		601		651
Diverted Trips =	9.7%	of net external trips				5,995	98		43		55
New External Trips						70,308	1,154		558		596

Land Use	ITE Code	Size	Units	Trip Rates		Trips					
				Daily	PM Peak	PM Peak Hour					
						Daily	Total	In	Out		
Entertainment/Retail (GFA)	-	6,200	KSF	11.26	0.85	69,822	5,293	60%	3,176	40%	2,117
Total Generated Trips (pre-LRT adjustment)						69,822	5,293		3,176		2,117
AM Internal Capture =	0.0%					0	0		0		0
Net External Trips (pre-LRT adjustment)						69,822	5,293		3,176		2,117
LRT Adjustment =	10.8%	of net external trips				6,481	491		295		197
Net External Trips						76,303	5,784		3,471		2,314
Diverted Trips =	9.7%	of net external trips				5,995	454		250		204
New External Trips						70,308	5,330		3,221		2,110

Notes:

- Rates shown in units of external vehicle trips per period per 1,000 square feet of retail GLA where American Dream Miami consists of 9,500 KSF retail GLA within 6,200 ksf GFA (includes entertainment) plus hotel.
- Surveys at MOA show 10.8% LRT trips. This % added back into ADM with MOA auto occupancy as per agency coordination.
- Diverted trips calculated from ITE's fitted curve for Shopping Center pass-by %; adjustment based on agency coordination.

EXHIBIT "D"

American Dream Miami
Land Use/Trip Exchange Matrix

Table 1A - American Dream Miami - Land Use Per 1 Unit Exchange Rates From Retail

TO:	FROM:
Land Uses	Retail KSF (GFA)
Entertainment (GLA)	0.8597
Hotel	1.0000
	1.4328

Units: KSF
Rooms: 0.6000

Trip Rate Per Unit: 0.8597

Note 1: Retail KSF can be exchanged at a 1:1 rate to Entertainment KSF. Example 1: 1 KSF Retail = 1 KSF Entertainment. Example 2: 100 KSF Retail = 100 KSF Entertainment.

Note 2: Retail KSF can be exchanged at a 1:1.4328 rate to Hotel Rooms. Example 1: 1 KSF Retail = 1.4328 Hotel Rooms. Example 2: 100 KSF Retail = 143.28 Hotel Rooms.

Table 1B - American Dream Miami - Land Use Per 1 Unit Exchange Rates from Entertainment

TO:	FROM:
Land Uses	Entertainment KSF (GFA)
Hotel	0.8597
	1.4328

Units: KSF
Rooms: 0.6000

Trip Rate Per Unit: 0.6000

Note 1: Retail KSF can be exchanged at a 1:1.4328 rate to Hotel Rooms. Example 1: 1 KSF Retail = 1.4328 Hotel Rooms. Example 2: 100 KSF Retail = 143.28 Hotel Rooms.

Note 2: Retail KSF is at maximum and therefore no exchange rate is presented for "From Entertainment KSF to Retail KSF."

Table 2 - PM PEAK HOUR NET EXTERNAL TRIP GENERATION RATES FOR THE PROPOSED DEVELOPMENT PROGRAM

American Dream Miami - New External PM Peak Hour Trip Rates

Use	ITE Land Use	Scale	Units	Net External PM Trips	Internal Capture	Passerby	% Passerby	New External PM Trips	New External PM Trip Rate
Entertainment (GFA)	n/a	1,500	KSF						
Retail (GFA)	n/a	3,500	KSF						
Hotels	n/a	2,000	Rooms	5,784	Included	454	7.8%	5,330	0.8597
Back of House	n/a	1,200	KSF						
Total Entertainment/Retail (GFA)	n/a	6,200	KSF	5,784	Included	454	7.8%	5,330	0.8597
Other Proposed Land Uses									
Retail (GFA)	n/a	n/a	KSF	-	-	-	-	-	0.8597
Entertainment (GFA)	n/a	n/a	KSF	-	-	-	-	-	0.8597
Hotel	310	n/a	Rooms	0.6000	-	-	-	0.6000	0.6000

Note 1: ITE Land Use 310, Hotels are defined as places of lodging that provide sleeping accommodations and supporting facilities such as restaurants, meeting and banquet room, limited recreational facilities, and/or retail and service shops. To be conservative no internal capture is assumed. Passerby does not count for Hotel Rooms.

Breakdown of Proposed ADM Land Uses

USE¹	Program	Description
Retail	3,500,000 SF	In addition to Retail Stores, includes Non-Merchandise Facilities such as Restaurants, Food Court, and Office Space ²
Entertainment	1,500,000 SF	Potential entertain space includes Theme Park, Water Park, Tivoli Gardens, Submarine Lake, Art Deco Village, Movie Theaters, Live Venues, Ski Slope, Sports Center, Outdoor Fishing, Miniature Golf ³
Lodging	2,000 Rooms	In addition to Sleeping Accommodations include Supporting Facilities such as Restaurants, Lounges, Meeting and Banquet Rooms, Convention Facilities, Limited Recreation Facilities, and/or Retail and Service Shops ²
Back of House	1,200,000 SF	Includes Loading, Maintenance and Storage Areas, Mechanical and Engineering Rooms, and Staff Offices
TOTAL	6,200,000 SF Entertainment/Retail Complex plus 2,000 Lodging Rooms	

¹ Uses include all appropriate ancillary and accessory uses.

² Description source Institute of Transportation Engineers, Trip Generation Manual, 9th Edition

³ Preliminary concept for ADM's entertainment space (subject to change)

EXHIBIT "E"

DEVELOPMENT PERMITS

Agency	Permit/Approval	Status
Miami-Dade County	CDMP Amendment	In Process
	Re-zoning & Development Agreement	In Process
	Site Plan Approval	Future Action*
	Subdivision/Plat Approval	Future Action*
	Building Permits, as required by Florida Building Code	Future Action*
	Wastewater Collection System Permit	Future Action*
	Roadway Improvement Plans	Future Action*
	Tree Removal Permit	Future Action*
	Paving Permit	Future Action*
	Drainage Permit	Future Action*
	Sewer Permit	Future Action*
	Water Distribution System Permit	Future Action*
	Complex Source Permit	Future Action*
	Wetland Jurisdictional Determination	Future Action*
	Class II Permit (Water Control Plan)	Future Action*
	Class III Permit (Water Control Plan)	Future Action*
	Class IV (Freshwater Wetland Dredge & Fill)	Future Action*
	Class V (Dewatering)	Future Action*
	Class VI Permit (Water Control Plan)	Future Action*
	Permits necessary to design and construct an on- and/or off-site stormwater management system for the Project	Future Action*
Surface Water Management Permit	Future Action (if not issued by SFWMD)*	
Vegetation Wildlife Assessment Related Permits	Future Action*	
<i>All other local governmental approvals as may be applicable to the subject Property from time to time pursuant to the terms of this Development Agreement.</i>		
State of Florida		
South Florida Regional Planning Council	CDMP Amendment	Future Action*

Agency	Permit/Approval	Status
South Florida Water Management District	Wetland Jurisdictional Determination	In Process
	Environmental Resource Permit (Stormwater and Water Quality Certification)	Future Action (if not issued by DERM)*
	Water Use Permit	Future Action*
Department of Economic Opportunity	CDMP Amendment Review	In Process
Department of Environmental Protection	Wastewater Collection System Permit	Future Action*
	Water Distribution System Permit	Future Action*
	Vegetation / Wildlife Assessment Related Permits	Future Action*
	Air Quality	Future Action*
Department of Transportation	Roadway Improvement Plans	Future Action*
Federal		
U.S. Army Corps of Engineers	Wetland Jurisdictional Determination	Future Action*
	Dredge and Fill Permit	Future Action*
	Vegetation Wildlife Assessment Related Permits	Future Action*

Exhibit F
CDMP/Chapter 163 Development Agreement for American Dream Miami
Required Roadway Improvements and Timing

Roadway	From	To	Improvement	Subdivision Improvements	Off-Site(f) Improvements (County Road)	Off-Site Improvements (State Road)	Prior to Certificate of Use	Before Future Year (2040)	Notes
Miami Gardens Dr	Interstate 75 Western Ramps	Interstate 75 Eastern Ramps	Total 6L			X	Yes		
	Interstate 75 Eastern Ramps	NW 82nd Ave	Total 6L			X	Yes		
	NW 82nd Ave	NW 57th Ave	Total 6L			X (f)	Yes		
	NW 87th Ave	NW 82nd Ave	Total 8L			X (f)	Yes	(1)	
	NW 180th St	ADM Delivery Entrance	Total 4L	X			Yes		
	ADM Delivery Entrance	FDOT Park and Ride Lot West Entrance	Total 6L	X			Yes		
	FDOT Park and Ride Lot West Entrance	ADM North Project Access Rd	Total 6L	X			Yes		
	ADM North Project Access Rd	Interstate 75 Western Ramps	Total 6L	X			Yes		
	Frontage Rd at NW 176 St	NW 97th Ave	Total 4L	X			Yes		
	NW 97th Ave	End of Interstate 75 Off-Ramp	Total 4L	X			Yes		
NW 102nd Ave	NW 170th St	Total 4L or 6L	X			Yes			
NW 97th Ave	NW 170th St	Total 4L	X			Yes		(2)	
NW 170th St	NW 180th St	Total 6L	X			Yes		(3)	
NW 170th St	NW 180th St	Total 6L	X			Yes		(4)	
NW 170th St	Florida's Turnpike	Total 6L	X			Yes		(5)	
NW 170th St	NW 170th St	Total 6L	X		X	Yes		(5)	
NW 176th St	NW 180th St	Total 4L	X			Yes		(6)	
Misc. Miami Garden Dr Intersections	Intersection Improvement	Misc. Improvements					Yes		(7)
Frontage Rd & ADM North Project Access Rd	Intersection Subject to Design at the time of plat	TBD	X				Yes		
Frontage Rd & ADM Delivery Entrance	Driveway Subject to Design at the time of plat	TBD	X				Yes		
Frontage Rd & NW 180th St	Intersection Subject to Design at the time of plat	TBD	X				Yes		
NW 180th & NW 97th Ave	Intersection Subject to Design at the time of plat	TBD	X				Yes		
NW 170th St & NW 97th Ave	Signalized Intersection	Signal	X				Yes		
NW 170th St & NW 102nd Ave	Signalized Intersection	Signal	X				Yes		
NW 176th St & NW 102nd Ave	Intersection Subject to Design at the time of plat	TBD	X				Yes		
NW 180th St & NW 102nd Ave	Intersection Subject to Design at the time of plat	TBD	X				Yes		
NW 180th St & NW 176th St	Intersection Subject to Design at the time of plat	TBD	X				Yes		
Turquoise SB Ramp & Okeechobee Rd	Intersection Improvement	SB Left-Turn Improvement				X	Yes		(8)
Okeechobee Rd & Hialeah Gardens Blvd	Intersection Improvement	WB Approach Improvements				X	Yes		(8)
HEFT/NW 170th Interchange	Interchange Subject to Design	New Interchange				X	Yes		
I-75/Miami Gardens Dr Interchange	Interchange Subject to Design	Interchange Modification				X	Yes		
I-75/NW 180th Interchange	Interchange Subject to Design	New Partial Interchange				X	Yes		
I-75/HEFT NB/EB Loop Interchange and EB ramp	Interchange Subject to Design	Interchange Modification				X	Yes		

(1) Right-of-way along Miami Gardens Dr is limited and the number of trips exceeding 6 lane facility by 2040 is minimal. In lieu of widening to 8 lanes, MDC transit bus will be expanded via ADM Road Impact Fee contribution.

(2) Final number of lanes may be modified at the time of plat subject to approval by the County.

(3) Project under construction.

(4) At the time of platting, up to 2 lanes of the 6-lane facility may be considered as an off-site improvement eligible for roadway impact fee credit, if additional traffic impact analysis reviewed and approved by DTPW demonstrates that 4 lanes is the minimum subdivision/access improvement necessary to provide traffic access to the Property.

(5) Roadway appears to be constrained to existing 4-lanes where widening to 6 lanes is not possible. In lieu of construction, alternative mitigation options, including other roadway widenings, intersection improvements, transit improvements, payment of a proportionate share contribution, or a combination thereof, may be provided at the discretion of the County and/or State, whichever has jurisdiction. In the event of mitigation through a proportionate share contribution, payment shall be done at the time of platting.

(6) Final alignment and necessity of roadway shall be determined at the time of platting.

(7) The following intersection improvements need to be included as part of the 6-lane improvement of Miami Gardens Dr between NW 87th Ave to SR 823/NW 57th Ave: Miami Gardens Dr at NW 87th Ave (NB left turn improvement), at NW 82nd Ave (EB progression), at NW 79th Ave (EB left turn improvement), at NW 75th Place (EB progression), at NW 68th Ave (additional turn lanes), at Babolink Dr (E-W through progression), and at NW 67th Ave (E-W through progression). Intersections are being reviewed by FDOT as part of its Corridor Planning Study. FDOT may change intersection improvements based on the results of the final study.

(8) ADM Responsibility unless otherwise proven and approved at the time of platting.

(i) Off-site improvements may be eligible for Road Impact Fee credit per Section 33E-12

(ii) Reference to Certificate of Use shall also include Temporary Certificate of Use

EXHIBIT "G"

SCHEDULE FOR CONSTRUCTION OF PUBLIC FACILITIES

<u>Facility</u>	<u>Schedule</u>
Fire Station	See paragraph 11(e)
Public Roads	See paragraph 11(g)
Transit	See paragraph 11(h)
Water and Sewer	See paragraph 11(i)

EXHIBIT "H"

American Dream Miami Development Agreement Summary of Methodology for Independent Road Impact Fee Study

Miami-Dade County's (MDC's) impact fee formula is reported in its guidelines titled "Chapter 33E-Road Impact Fee Ordinance". In accordance with Section 33E-9, Fee Computation by Independent Study:

The feepayer may elect, either prior to or subsequent to paying the scheduled impact fee (Section 33E-8), to utilize an independent fee computation study pursuant to the formula set forth in Section 33E-7(a). The feepayer shall provide the County Public Works Director notice of intent to utilize an independent fee computation study, which shall be completed and submitted to the Public Works Director within 12 months of issuance of building permit.

It is acknowledged that the ADM site does not fit within the traditional land uses references in the County's Impact Fee Ordinance under Section 33E-8, Fee Computation by Adopted Schedule. This summarizes the methodology for an ADM independent road impact fee study.

A. IMPACT FEE FORMULA

In accordance with the Miami-Dade County Impact Fee Ordinance, the formula for calculating impact fees is identified in Section 33E-7, Road Impact Fee Formula. It specifically states that "The feepayer shall pay a road impact fee amount based on the formula set forth below. Such fee will be based on the capital cost of roadway improvements required to serve any increase in transportation requirements resulting from proposed development activities together with impact fee administrative costs." Referenced current impact fee costs are determined by applying the following formulas:

1. Total Trips = Proposed Units of Development x Trip Generation Rate x 97% Trips Non-transit x 1/2 x Percent New Trips
2. (Outside UIA) New Lane Miles = Total Trips x Trip Length + 8,100 Average Daily Vehicles Capacity per Lane Mile
(Within UIA) New Lane Miles = Total Trips x Trip Length + 8,500 Average Daily Vehicles Capacity per Lane Mile
3. Road Cost = New Lane Miles x \$1,951,500 per Lane Mile (Including \$151,500 per lane mile for Right-of-Way Costs)
4. (Outside UIA) Net Road Cost = Road Cost - \$265,680 per New Lane Mile credited from Motor Fuels Tax and Vehicle License Fees
(Within UIA) = Net Road Cost = Road Cost - \$278,800 per New Lane Mile credited from Motor Fuels Tax and Vehicle License Fees
5. Inflation Factor = PDC Multiplier from Table of Present Day Cost (PDC) Multipliers by Calendar Year in subsection 33E-8(d)
6. Road Impact Fee = Net Road Costs x Inflation Factor + 2% Administrative Costs

The ADM site is located outside the MDC Urban Infill Area and as such the "Outside UIA" equations apply. The variables may be updated by County as part of its Ordinance. In the event that the formula and/or variables change prior to the independent study, then an updated methodology may be submitted by the developer.

B. IDENTIFY LATEST ROAD IMPACT FEE ASSESSMENT BASED ON STANDARD MDC RATES

The first step for preparing a road impact fee study is to identify the equivalent road impact fee assessment based on existing land uses available within the County's Fee Computation by Adopted Schedule (Section 33E-8). The breakdown of the individual retail and entertainment components will be identified at the time when the independent study is completed. Based on the ADM site being planned as a 6.2 MSF entertainment/retail complex, it is comprised of many individual land uses which for the first step will be compared to the County's available land uses within the Fee Computation table. In summary, the corresponding 1) Trip Generation Rate (ADT) Per Unit of Development, 2) Trip Length (Mile), 3) % New Trip, and resulting 4) Impact Fee Per Unit of Development (\$) will be per the latest available variables presented in the County's Road Impact Fee Ordinance for the Outside Urban Infill Area. A Present Day Cost (PDC) Multiplier for the calendar year in which the fee is paid shall also be referenced per Subsequent 33E-8(d) and used to derive the final Impact Fee Per Unit of Development cost.

C. PERFORM INDEPENDENT ROAD IMPACT FEE STUDY

As indicated previously, a developer has the option of preparing an independent road impact fee study. The study has to be conducted in accordance to an agreed methodology accepted by the Miami-Dade County Public Works

Director and has to be completed and submitted within 12 months of issuance of building permit (per Section 33E-9). Furthermore, the study shall document the basis for the values of each of the following components:

- 1) Trip Generation Rates
- 2) Average Vehicle Trip Length
- 3) New Vehicle Trip Rates
- 4) Non-Transit Trip Percentages

Trip Generation and New Vehicle Trip Rates

The standard impact fee costs per development unit as determined by Miami-Dade County for new developments are based on general land uses typically built within the County boundaries. Furthermore, the per unit costs are based on the traditional Institute of Transportation Engineers (ITE) Manual Edition 7th Edition dated 2003. The ITE trip generation rates are average rates based on studies performed throughout the United States and therefore are not specific to the ADM Project.

The ADM project is a unique attraction. As such, the trip characteristics at ADM (trip intensity per area, time-of-day behavior, trip duration, internal capture between uses, etc.) is neither entirely similar to established data available for retail uses or for entertainment uses. Based on the approved ADM Comprehensive Development Master Plan (CDMP) Traffic Impact Analysis (TIA) trip generation information, the Trip Generation Rate per thousand square feet of Entertainment/Retail is 12.48, and includes the separate structure of 2000 hotel rooms as internally captured trips and thus does not produce additional trips. Based on the approved trip generation, ADM's equivalent Percent New Trips is 90.3 percent.

Average Trip Length

The approved ADM trip generation information is derived based on available MOA trip data. MOA's travel study showed that there is a significant number of regional trips, or in other words trips that extend outside of the immediate surrounding area. The same will be the case for the ADM site where trips will extend outside of Miami-Dade County to the north, to the west, and to the south. As such, the trip lengths that are exclusive to Miami-Dade County roadways are less than the overall trip lengths associated with the proposed ADM site. The independent study will therefore need to document the approach for deriving an average trip length associated with the ADM site. The approach will be submitted to the County, prior to initiating the study.

Non-Transit Trip Percentages

No additional credit is proposed for transit trips as the MOA-based trip generation rate takes into account not only automobiles but also transit vehicles such as local buses and shuttles. The Non-Transit Percentage is therefore 100 percent.

D. SUMMARY

The specific procedure to be used for developing an independent road impact fee study for the ADM development has been summarized. As indicated, at the time of the independent study for the ADM site, the derived road impact fee assessment for the project will be compared to a "standard" calculation obtained by referencing the latest County's available land use impact fee costs and latest PDC values as per the then current County Road Impact Fee Ordinance.

A detailed methodology dated November 29, 2017 with supporting information titled "American Dream Miami Development Agreement, Methodology for Independent Road Impact Fee Study" was submitted to Miami-Dade County which will serve as the basis for preparing the independent study. The developer will have the option of submitting an amended road impact fee study methodology prior to preparing the independent study. Any amendments will have to be approved by the Public Works Director.

APPLICABLE IMPACT FEES AND CONNECTION CHARGES

The following impact fees are in effect and shall apply to the development of the Project:

- Road Impact Fee; Section 33E, Miami-Dade County Code
- Police Impact Fee; Section 331, Miami-Dade County Code
- Fire and Emergency Medical Services Impact Fee; Section 33J, Miami-Dade County Code
- Water and Sewer Connection Charges; Section 32, Miami-Dade County Code; WASD Connection Charge Ordinances; Implementing Orders