

**"PARKLAND" DEVELOPMENT OF REGIONAL IMPACT
SECTION 380.032 AGREEMENT RELATED TO APPLICATION
PROCESSING**

THIS AGREEMENT (hereinafter the "**Agreement**") is made and entered into by and among the State of Florida, Department of Economic Opportunity (hereinafter referred to as "DEO"), the South Florida Regional Planning Council (hereinafter referred to as "SFRPC"), and Parkland West, LLC, the Krome Groves Land Trust, Edward W. Easton, Trustee, and Guherqui International, S.A. (hereinafter referred to collectively as the "Developer"). The parties that enter into this Agreement may be referred to collectively as the ("Parties").

RECITALS:

A. Whereas, the Parkland site (the "Property") consists of approximately 961 acres located west of SW 162 Avenue and east of SW 177 Avenue, between SW 136 Street and theoretical SW 152 Street in unincorporated Miami-Dade County, and is legally described on the attached Exhibit "A";

B. Whereas, the predecessors in interest to the Developer submitted an Application for Development Approval ("ADA"), ADA-1107-005, as contemplated by Florida Administrative Code ("FAC") section 9J-2.022 for the "Parkland 2014" Development of Regional Impact ("DRI") to the SFRPC, Miami-Dade County (the "local government"), and DEO's predecessor agency, the Department of Community Affairs, in 2005;

C. Whereas, the predecessors in interest to the Developer also filed Miami-Dade County comprehensive plan amendment and zoning applications concurrently with the ADA in order to implement the overall development plan for the Property;

D. Whereas, following the SFRPC's determination that the ADA was "sufficient" under the terms of Florida law, the Developer deferred the ADA and concurrent local government comprehensive plan amendment and zoning applications indefinitely;

E. Whereas, subsequent statutory amendments have removed the need to seek DRI approvals for development in Florida;

sufficiency notification from the SFRPC.

- ii. If the local government approves the transmittal, procedures set forth for the review of proposed and adopted amendments pursuant to sections 163.3184(2)(c), and 163.3184(4), Florida Statutes, as they exist at the time of amendment transmittal must be followed.
- iii. Notwithstanding the provisions of section 380.06 (11) Florida Statutes (2015), the the local government may not hold a public hearing on the ADA or the proposed CDMP change sooner than 30 days after reviewing agency comments are due to the local government pursuant to section 163.3184, Florida Statutes.
- iv. The local government will provide the SFRPC notice of the proposed public hearing review of the DRI application in accordance with section 380.06(11), Florida Statutes (2015). The public hearing notice shall be published at least 60 days in advance and shall be held no later than 90 days after SFRPC notifies the local government that a public hearing may be scheduled, unless an extension is requested by the Developer.

j. **Process for Comprehensive Plan or Plan Amendment Review**

- i. The review of proposed and adopted amendments shall be pursuant to sections 163.3184(2)(c), and 163.3184(4), Florida Statutes, as the statutes exist at the time of state agency review.
- ii. DEO shall issue its Objections, Recommendation, and Comments report pursuant to section 163.3184, Florida Statutes, as the statutes exist at the time of state agency review

- k. **SFRPC Regional Report and Recommendation.** No later than 50 calendar days after the receipt of the local government notice of public hearing for local developer order consideration, the SFRPC staff will prepare a regional assessment report and recommendations on the state and regional impacts of the proposed development, and

all applicable mitigation, and draft Development Order. The SFRPC will submit copies to DEO, reviewing agencies including the local government, interested parties, and the Developer, all in accordance with section 380.06(12), Florida Statutes (2015). The SFRPC shall schedule and hold a public hearing on the project and the regional assessment report within 60 calendar days of the issuance of Staff's regional assessment report and recommendations, unless an extension is requested by the Developer.

5. Nothing in this Agreement shall constitute a waiver by any party of the right to appeal and final Development Order pursuant to section 380.07, Florida Statutes.

6. Nothing in this Agreement shall constitute a waiver by DEO of the right to administratively challenge a plan amendment pursuant to section 163.3184, Florida Statutes.

7. The Developer shall not claim vested rights, or assert equitable estoppel, arising from this Agreement or any expenditures or actions taken in reliance on this Agreement to any development on the Property. This Agreement shall not entitle the Developer to a final Development Order approving the total proposed development nor to particular conditions in a final Development Order.

8. This Agreement shall not entitle the Developer to favorable consideration of any proposed and adopted plan amendments related to the ADA.

9. In the event of either a breach of this Agreement or failure to comply with any material condition of this Agreement, or if this Agreement is based upon materially inaccurate information, DEO may either terminate this Agreement or file suit to enforce this Agreement as provided in section 380.11, Florida Statutes.

10. This Agreement and the rights and obligations of the Parties hereto shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any litigation pertaining to this Agreement shall be exclusively in Leon County, Florida. If any provision of this Agreement, or the application of this Agreement to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.