

**MAGIC CITY INNOVATION DISTRICT SAP
DEVELOPMENT AGREEMENT – DRAFT 3/51/19**

**DEVELOPMENT AGREEMENT BETWEEN THE CITY OF
MIAMI, FLORIDA AND MCD MIAMI, LLC, MAGIC CITY
PROPERTIES I, LLC, MAGIC CITY PROPERTIES II, LLC,
MAGIC CITY PROPERTIES III, LLC, MAGIC CITY
PROPERTIES IV, LLC, MAGIC CITY PROPERTIES V,
LLC, MAGIC CITY PROPERTIES VI, LLC, MAGIC CITY
PROPERTIES VII, LLC, MAGIC CITY PROPERTIES VIII,
LLC, MAGIC CITY PROPERTIES IX, LLC, MAGIC CITY
PROPERTIES X, LLC, MAGIC CITY PROPERTIES XI,
LLC, MAGIC CITY PROPERTIES XIV, LLC, MAGIC CITY
PROPERTIES XV, LLC, MAGIC CITY PROPERTIES XVI,
LLC, MAGIC CITY PROPERTIES XVII, LLC, MAGIC
CITY PROPERTIES XVIII, LLC, MAGIC CITY
PROPERTIES XIX, LLC, MAGIC CITY PROPERTIES XX,
LLC, MAGIC CITY PROPERTIES XXI, LLC, MAGIC CITY
PROPERTIES XXII, LLC, MAGIC CITY PROPERTIES
XXIII, LLC, MAGIC CITY PROPERTIES XXIV, LLC,
MAGIC CITY PROPERTIES XXV, LLC, DRAGON
GLOBAL MIAMI REAL ESTATE INVESTMENTS, LLC,
LEMON CITY GROUP, LLC AND IMPERIAL CAPITAL
GROUP, LLC, REGARDING APPROVAL OF THE MAGIC
CITY INNOVATION DISTRICT SPECIAL AREA PLAN
AND RELATED DEVELOPMENT**

This ~~is a~~ Development Agreement (this “Agreement”) is made and entered into this ___ day of _____, 2018, by and between and (i) the City of Miami, Florida, a municipal corporation and a political subdivision of the State of Florida (the “City”), and (ii) MCD Miami, LLC, a Delaware limited liability company (“MCD Miami”), Magic City Properties I, LLC, a Delaware limited liability company, Magic City Properties II, LLC, a Delaware limited liability company, Magic City Properties III, LLC, a Delaware limited liability company, Magic City Properties IV, LLC, a Delaware limited liability company, Magic City Properties V, LLC, a Delaware limited liability company, Magic City Properties VI, LLC, a Delaware limited liability company, Magic City Properties VII, LLC, a Delaware limited liability company, Magic City Properties VIII, LLC, a Delaware limited liability company, Magic City Properties IX, LLC, a Delaware limited liability company, Magic City Properties X, LLC, a Delaware limited liability company, Magic City Properties XI, LLC, a Delaware limited liability company, Magic City Properties XIV, LLC, a Delaware limited liability company, Magic City Properties XV, LLC, a Delaware limited liability company, Magic City Properties XVI, LLC, a Delaware limited liability company, Magic City Properties XVII, LLC, a Delaware limited liability company, Magic City Properties XVIII, LLC, a Delaware limited liability company, Magic City Properties XIX, LLC, a Delaware limited liability company, Magic City Properties XX, LLC, a Delaware limited liability company, Magic City Properties XXI, LLC, a Delaware limited liability company, Magic City Properties XXII, LLC, a Delaware limited liability company, Magic City Properties XXIII, LLC, a Delaware limited liability company, Magic City Properties XXIV, LLC,

**MAGIC CITY INNOVATION DISTRICT SAP
DEVELOPMENT AGREEMENT – DRAFT 3/5/11/19**

a Delaware limited liability company, Magic City Properties XXV, LLC, a Delaware limited liability company, Dragon Global Miami Real Estate Investments, LLC, a Florida limited liability company, Lemon City Group, LLC, a Florida limited liability company, and Imperial Capital Group, LLC, a Florida limited liability company (collectively, the “**Developer**”). The City and the Developer are together referred to herein as the “**Parties**”.

WHEREAS, the Developer is the fee simple owner of approximately seventeen point seventy-five (17.75) acres of abutting land located in the Little Haiti neighborhood of the City (collectively, the “**SAP Area**” or “**SAP Property**”); and

WHEREAS, the location of the SAP Area within the jurisdictional boundaries of the City is shown in detail on the aerial map, along with corresponding addresses and legal descriptions, attached at **Exhibit “A”**; and

WHEREAS, the SAP Area is currently underutilized, consisting of either (i) vacant and underdeveloped lots, or (ii) outdated (and often dilapidated) low-rise warehouse and light industrial structures which do not contribute to pedestrian activity or contemporary commercial and retail growth, given the SAP Property’s central location within the City and its proximity to the popular Little Haiti Soccer Park; and

WHEREAS, the revitalization of SAP Area is consistent with the City’s vision to foster vibrant entrepreneurial and pedestrian-oriented communities that will attract residents, visitors and businesses alike; and

WHEREAS, the Developer wishes to contribute to the revitalization of the SAP Area and surrounding communities by redeveloping the SAP Property into a pedestrian-oriented, mixed-use urban campus with an eclectic mix of uses that integrates future mass transit options and will make the SAP Area a premier destination for innovation, technology, entrepreneurship, entertainment, art and culture, education, wellness and other creative enterprises to be known as the Magic City Innovation District; and

WHEREAS, the current underutilized status of the SAP Property is inconsistent with the City’s visions for revitalization of the local community and of supporting innovation and entrepreneurship in technology, and the City seeks to encourage purposeful revitalization and the development of such uses within the SAP Area; and

WHEREAS, the Developer wishes to contribute to the local community by providing approximately 3.8 acres of public Open Space/Civic Space Type (as defined in Miami 21) within the SAP Area, including the development of an approximately 2.18 acre centralized, state-of-the-art public pedestrian promenade spanning the length of the SAP Area (the “**Promenade du Grand Bois**”); and

WHEREAS, the SAP Property is currently designated either Light Industrial, Medium Density Restricted Commercial or Restricted Commercial on the City’s Future Land Use Map, according to the Miami Comprehensive Neighborhood Plan (the “**Comprehensive Plan**”); and

**MAGIC CITY INNOVATION DISTRICT SAP
DEVELOPMENT AGREEMENT – DRAFT 3/5/19**

WHEREAS, the SAP Property is currently zoned either D1 (Work Place) or T5-O (Urban Center), according to the Zoning Atlas of the Miami 21 Zoning Code (“**Miami 21**”); and

WHEREAS, the City, under the “Special Area Plan” process outlined at Section 3.9 of Miami 21, allows parcels of more than nine (9) abutting acres to be master planned to allow greater integration of public improvements and infrastructure, and greater flexibility so as to result in higher or specialized quality building and streetscape design; and

WHEREAS, the Developer seeks to have the SAP Area rezoned to the Magic City Innovation District Special Area Plan (the “**SAP**”), as described in greater detail in the SAP’s Regulating Plan attached at **Exhibit “B”** (the “**Regulating Plan**”) and Concept Book attached at **Exhibit “C”** (the “**Concept Book**”), both submitted to the City in connection therewith;

WHEREAS, in connection with the SAP Area’s rezoning to the SAP, the Developer seeks to have (i) the Comprehensive Plan’s Future Land Use Map designations of certain (but not all) of the SAP Property amended from the current designations of Light Industrial or Medium Density Restricted Commercial, as applicable, to General Commercial, as illustrated on Concept Book Sheets 11–14, and (ii) the Transect Zone designations of certain (but not all) of the SAP Property amended from the current designations of T5-O and D1, as applicable, to MCID-1 or MCID-2, as applicable, as illustrated on Concept Book Sheets 15–18 and described in detail in the Regulating Plan;

WHEREAS, on January 12, 2018, the Developer filed an application with the City for approval of the SAP in order to develop the SAP Area in phases as a pedestrian-oriented, mixed-use project with a range of office, commercial/retail, residential and lodging uses focused on innovation, technology, entrepreneurship, entertainment, art, culture, education, wellness and other creative enterprises, and which will include a substantial public Open Space/Civic Space Type component open to the community (collectively, the “**Project**”); and

WHEREAS, Chapter 163, Sections 163.3220–163.3243, Florida Statutes (2018), “The Florida Local Government Development Agreement Act”, as amended from time to time, authorizes and provides for local governments to enter into development agreements with any person or entity having a legal or equitable interest in real property located within its jurisdiction; and

WHEREAS, as a condition to the City’s final approval of the SAP, the Developer and the City must enter into and record a development agreement pursuant to Section 3.9.1.f of Miami 21; and

WHEREAS, the lack of certainty in the development approval process can result in a waste of economic and land resources, discourage sound capital improvement planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning; and

WHEREAS, assurance to the Developer that it may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in

**MAGIC CITY INNOVATION DISTRICT SAP
DEVELOPMENT AGREEMENT – DRAFT 3/511/19**

assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning and reduces the economic costs of development; and

WHEREAS, the City Commission pursuant to Ordinance No. 19-_____, adopted on _____, has authorized the City Manager to execute this Agreement upon the terms and conditions set forth below, and the Developer has been duly authorized to execute this Agreement upon the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the Parties mutually agree and bind themselves as set forth herein:

1. **Consideration.** The Parties hereby agree that the consideration and obligations recited and provided for under this Agreement constitute substantial benefits to all Parties and thus adequate consideration for this Agreement.
2. **Rules of Legal Construction.** For all purposes of the Agreement, unless otherwise expressly provided:
 - (a) A defined term has the meaning assigned to it;
 - (b) Words in the singular include the plural, and words in plural include the singular;
 - (c) A pronoun in one gender includes and applies to other genders as well;
 - (d) The terms “hereunder”, “herein”, “hereof”, “hereto” and such similar terms shall refer to the instant Agreement in its entirety and not to individual sections or articles;
 - (e) The Parties agree that this Agreement shall not be more strictly construed against either the City or the Developer, as all Parties are drafters of this Agreement; and
 - (f) The recitals are true and correct and are incorporated into and made a part of this Agreement. The attached exhibits shall be deemed adopted and incorporated into the Agreement; provided, however, that this Agreement shall be deemed to control in the event of a conflict between the attachments and this Agreement.
3. **Definitions.** Capitalized terms which are not specifically defined herein shall have the meaning given in Miami 21.

“**Agreement**” ~~means~~ has the meaning given in the Preamble to this Development Agreement between the City and the Developer.

“**Assumption**” has the meaning given in Section 31 of this Agreement.

“**CBE**” has the meaning given in Section 16(f) of this Agreement.

“**CSBE**” has the meaning given in Section 16(f) of this Agreement.

**MAGIC CITY INNOVATION DISTRICT SAP
DEVELOPMENT AGREEMENT – DRAFT 3/511/19**

“**CDD**” has the meaning given in Section 30 of this Agreement.

“**City**” as introduced in the Preamble to this Agreement, means the City of Miami, a municipal corporation and a political subdivision of the State of Florida, and all departments, agencies and instrumentalities subject to the jurisdiction thereof.

“**City Charter**” means the municipal Charter of the City of Miami, as amended through and in effect on the Effective Date.

“**City Code**” means the City of Miami Code of Ordinances, as amended through and in effect on the Effective Date.

“**City Manager**” means the City Manager of the City or his or her designee.

“**Comprehensive Plan**” as introduced in the Recitals to this Agreement, means the local government comprehensive plan known as the Miami Comprehensive Neighborhood Plan, adopted by the City pursuant to Chapter 163, Florida Statutes (2018), meeting the requirements of Section 163.3177, Florida Statutes (2018), Section 163.3178, Florida Statutes (2018) and Section 163.3221(2), Florida Statutes (2018), which are in effect as of the Effective Date.

“**Community Benefit Contribution**” has the meaning given in Section 16(b) of this Agreement.

“**Concept Book**” as introduced in the Recitals to this Agreement, means the illustrative Concept Book for the SAP approved by the City, consisting of plans, drawings and diagrams for the SAP, attached hereto at **Exhibit “C”**, as the same may be amended.

“**Concerned Leaders of Little Haiti**” means the Concerned Leaders of Little Haiti, a Florida unincorporated not-for-profit association.

“**Contractors**” has the meaning given in Section 16(f) of this Agreement.

“**County**” means Miami-Dade County, a political subdivision of the State of Florida.

“**Developer**” has the meaning given in the Preamble to this Agreement.

“**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 and such other activities described in Section 163.3221(4) Florida Statutes (2018).

“**Development Permit**” includes any building permit, zoning permit or approval, subdivision approval, rezoning, certification, special exception, variance or any other official action or approval of local government having the effect of permitting or authorizing the development of Land.

**MAGIC CITY INNOVATION DISTRICT SAP
DEVELOPMENT AGREEMENT – DRAFT 3/511/19**

“**Effective Date**” means the date of recordation of this fully-executed Agreement in the Public Records of the County.

“**Existing Zoning**” is (i) the Miami 21 Code, January 2018, as amended through and in effect on the Effective Date, ~~and~~ specifically including the Regulating Plan, Concept Book and this Agreement approved for the SAP, incorporating any modifications to the [Miami 21](#) Transect Zone designations and Development standards applicable to the SAP Area under the Regulating Plan, Concept Book and this Agreement; and (ii) the provisions of the City Charter and City Code which regulate development, as amended through and in effect on the Effective Date, which together comprise the effective land development regulations governing Development of the SAP Area as of the Effective Date.

“**First Approval Benefit Contribution**” has the meaning given in Section 16(b) of this Agreement.

“**Initial Benefit Contributions**” has the meaning given in Section 16(b) of this Agreement.

“**Initial Benefit Contribution Floor Area**” has the meaning given in Section 16(b) of this Agreement.

“**Land**” means the earth, water, and air, above, below, or on the surface and includes any improvements or structures customarily regarded as land.

“**Laws**” means all ordinances, resolutions, regulations, comprehensive plans, land development regulations and rules adopted by a local government affecting the development of Land.

“**Little Haiti Community Revitalization Trust**” has the meaning given in Section 16(b) of this Agreement.

[“MCD Miami” has the meaning given in the Preamble to this Agreement.](#)

“**Miami 21**” as introduced in the Recitals to this Agreement, means the Miami 21 Code, the Zoning Ordinance of the City, enacted by City Ordinance No. 13114, as amended through and in effect on the Effective Date.

“**Minimum Public Open Space**” has the meaning given in Section 16(a) of this Agreement.

[“Palm Grove” has the meaning given in Section 16\(k\) of this Agreement.](#)

“**Parking Management Program**” has the meaning given in Section 19 of this Agreement.

“**Parties**” has the meaning given in the Preamble to this Agreement. The term Parties shall also include the successors, grantees, heirs and assigns, as applicable, of any Party.

**MAGIC CITY INNOVATION DISTRICT SAP
DEVELOPMENT AGREEMENT – DRAFT 3/5/19**

“**Permanent Parking Facilities**” has the meaning given in Section 19(b) of this Agreement.

“**Planning Director**” means the Director of the City’s Planning Department or his or her successor or designee.

“**Project**” has the meaning given in the Recitals to this Agreement.

“**Promenade du Grand Bois**” as introduced in the Recitals to this Agreement, means the approximately 2.18 acre privately-owned Public Open Space and Civic Space Type (as defined in Miami 21) intended to provide enhanced connectivity and commercial and non-commercial activation within the SAP Area, as illustrated in greater detail in the Concept Book and Regulating Plan.

“**Property Interest**” means any interest or rights in any SAP Property, including without limitation, fee simple or other ownership, leasehold, master covenant, condominium, transferable development right, air right, easement or license interests or rights.

“**Public Facilities**” means major capital improvements, including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, educational, parks and recreational, streets, parking and health systems and facilities.

“**Public Open Space**” collectively means those certain areas designated by the Developer within the SAP Area for Open Space (as defined in Miami 21), centralized public Open Space and/or Civic Space Types (as defined in Miami 21), consisting of approximately 3.8 acres in total and as illustrated in detail in the Concept Book. Public Open Space shall generally be unimproved by permanent buildings, open to the sky and reserved for public use, as further provided and modified by this Agreement, the Concept Book and Regulating Plan. Public Open Space specifically includes the Promenade du Grand Bois.

“**Regulating Plan**” as introduced in the Recitals to this Agreement, means the Regulating Plan for the SAP approved by the City, consisting of specific modifications to Miami 21 and applicable to all Development within the SAP Area, attached hereto at **Exhibit “B”**, as the same may be amended.

“**SAP**” as introduced in the Recitals to this Agreement, means the Magic City Innovation District Special Area Plan, inclusive of the Regulating Plan, Concept Book and this Agreement where applicable.

“**SAP Area**” or “**SAP Property**” has the meaning given in the Recitals to this Agreement.

“**SAP Campus Zone**” means each of the four (4) SAP campus zones delineated on Sheet 22 of the Concept Book and also described as follows:

- **Le Marché DuPuis:** The western corridor SAP Campus Zone containing all the SAP Property with T5-O Transect Zone designations and located adjacent to NE 2nd Avenue.

**MAGIC CITY INNOVATION DISTRICT SAP
DEVELOPMENT AGREEMENT – DRAFT 3/5/19**

- **Les Bureaux:** The western core SAP Campus Zone containing all the SAP Property with MCID-1 Transect Zone designations located west of the central MCID-2 Transect Zone area.
- **Les Résidences:** The central core SAP Campus Zone containing all the SAP Property with MCID-2 Transect Zone designations, and also the SAP Property with D1 Transect Zone designations located south of NE 60th Street.
- **Les Ateliers:** The eastern core SAP Campus Zone, containing all the SAP Property with MCID-1 and D1 Transect Zone designations located east of the central MCID-2 Transect Zone area, and extending to NE 4th Court.

“**SAP Development Program**” means the proposed development program for the SAP, as detailed conceptually at Sheet 46 of the Concept Book, including the proposed Uses (as defined in Miami 21) for the SAP and required parking associated therewith to be developed within the SAP Area in accordance with the Regulating Plan and this Agreement. The SAP Development Program specifically excludes Surplus Parking.

“**SAP Floor Area Capacity**” has the meaning given in Section 8(c) of this Agreement.

“**SAP Transportation Trust Fund Contribution**” has the meaning given in Section 20 of this Agreement.

“**SBE**” has the meaning given in Section 16(f) of this Agreement.

“**Second Approval Benefit Contribution**” has the meaning given in Section 16(b) of this Agreement.

“**Surplus Parking**” means any parking spaces or facilities to be developed within the SAP Area in excess of the parking required for each Use under the Regulating Plan. For purposes of determining Surplus Parking, the required parking for each Use shall be inclusive of any parking reductions applied to such Use under the Regulating Plan.

“**Term**” has the meaning given in Section 7 of this Agreement.

“**Transect Zone**” has the meaning given in Miami 21.

4. **Purpose.** The purpose of this Agreement is for the City to authorize the Developer to redevelop the SAP Property as the Magic City Innovation District SAP. This Agreement will establish, as of the Effective Date, the land development regulations that will govern the development of the SAP Property, thereby providing the Developer with additional certainty during the development process. Pursuant to Section 3.9.1.f of Miami 21, Development within the SAP shall be pursuant to a recorded development agreement that will establish the allocation of Thoroughfares and Civic Space Types and Building Area among the Building sites, and the creation and retention of public benefits.
5. **Intent.** The Developer and the City intend for this Agreement to be construed and implemented so as to effectuate the purpose of the Magic City Innovation District SAP

**MAGIC CITY INNOVATION DISTRICT SAP
DEVELOPMENT AGREEMENT – DRAFT 3/5/19**

(including the Regulating Plan and Concept Book), this Development Agreement, the Comprehensive Plan, Miami 21, the City Charter, the City Code and the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes (2018).

6. **Legal Description of SAP Property; Names of Legal Owners; Applicability.** This Agreement only applies to the SAP Property contained within the SAP Area, as identified and legally described in **Exhibit “A”** hereto, which includes the SAP Property’s owners and individual legal descriptions of each parcel.
7. **Term of Agreement; Effective Date and Binding Effect.** This Agreement shall have a term of thirty (30) years from the Effective Date (the “**Term**”) and shall be recorded in the public records of the County and filed with the City Clerk. The Term may be extended by mutual consent of the Parties subject to a public hearing, pursuant to Section 163.3225, Florida Statutes (2018). This Agreement shall become effective on the Effective Date and shall constitute a covenant running with the land that shall be binding upon, and inure to, the benefit of the Parties, their successors, assigns, grantees, heirs, legal representatives and personal representatives.
8. **Permitted Development Uses; Building Densities and Intensities.**
 - (a) **Magic City Innovation District SAP Designation.** The City has designated the SAP Property as the “Magic City Innovation District SAP” on the official Zoning Atlas of the City, pursuant to the applicable procedures in Miami 21. The specific Transect Zone designations applicable to properties within the SAP Area shall be as set forth on Sheets 17–18 of the Concept Book. This Agreement, the Regulating Plan and Concept Book, as applicable, provide for any deviations from the underlying regulations of Miami 21 (including the Development standards for each Transect Zone within the SAP Area), and shall be applicable to all Development within the SAP Area as set forth therein.

In approving the SAP, the City has determined that the uses, intensities and densities of development permitted thereunder are consistent with the Comprehensive Plan and the Existing Zoning.
 - (b) **Density, Intensity, Uses and Building Heights.**
 1. As of the Effective Date and pursuant to the Magic City Innovation District SAP, the density and intensity proposed for the SAP are permitted by the Existing Zoning and are consistent with the Comprehensive Plan.
 2. As of the Effective Date and pursuant to the Magic City Innovation District SAP, the uses proposed for the SAP are permitted by the Existing Zoning and are consistent with the Comprehensive Plan.

**MAGIC CITY INNOVATION DISTRICT SAP
DEVELOPMENT AGREEMENT – DRAFT 3/5/11/19**

3. As of the Effective Date and pursuant to the Magic City Innovation District SAP, the building heights proposed for the SAP are permitted by the Existing Zoning and are consistent with the Comprehensive Plan.
 4. Nothing herein shall prohibit the Developer from requesting a change of zoning, pursuant to Article 7 of Miami 21, to increase the density or intensity of development permitted by the underlying Transect Zone designation of any portion of the SAP Property by amending the SAP and this Agreement.
 5. In the event the City should amend the Comprehensive Plan to permit the transfer of densities within a specified area so as to permit densities in excess of the density limits set forth in a particular Future Land Use Map category, nothing herein shall prohibit the Developer from requesting such density transfers within the SAP.
- (c) Development of Floor Area within the SAP Area. The total Floor Area (as defined in Miami 21) that may be developed within the SAP Area is eight million one hundred sixty-four thousand one hundred forty (8,164,140) square feet (the “**SAP Floor Area Capacity**”), limited within each SAP Campus Zone as follows:
1. **Le Marché DuPuis:** A maximum of forty-five thousand two hundred (45,200) square feet of Floor Area may be developed within Le Marché DuPuis, all of which shall be allocated to the SAP Development Program with zero (0) additional Floor Area for Surplus Parking.
 2. **Les Bureaux:** A maximum of nine hundred fifty-three thousand two hundred seventy (953,270) square feet of total Floor Area may be developed within Les Bureaux, with (i) eight hundred forty-six thousand twenty (846,020) square feet of Floor Area allocated to the SAP Development Program and (ii) an additional one hundred seven thousand two hundred fifty (107,250) square feet of Floor Area allocated to Surplus Parking.
 3. **Les Résidences:** A maximum of three million four hundred ninety-nine thousand six hundred (3,499,600) square feet of total Floor Area may be developed within Les Résidences, with (i) three million two hundred forty-six thousand eight hundred fifty (3,246,850) square feet of Floor Area allocated to the SAP Development Program and (ii) an additional two hundred fifty-two thousand seven hundred fifty (252,750) square feet of Floor Area allocated to Surplus Parking.
 4. **Les Ateliers:** A maximum of three million six hundred sixty-six thousand seventy (3,666,070) square feet of total Floor Area may be developed within Les Ateliers, with (i) three million six hundred fifty-six thousand seventy (3,656,070) square feet of Floor Area allocated to the SAP

**MAGIC CITY INNOVATION DISTRICT SAP
DEVELOPMENT AGREEMENT – DRAFT 3/5/11/19**

Development Program and (ii) an additional ten thousand (10,000) square feet of Floor Area allocated to Surplus Parking.

Notwithstanding the foregoing limitations by SAP Campus Zone, up to ten percent (10%) of the Floor Area allocated to the SAP Development Program in each SAP Campus Zone may be transferred to other SAP Campus Zones; however, no Floor Area allocated to Surplus Parking may be transferred among SAP Campus Zones.

9. Prohibition on Downzoning.

- (a) The Comprehensive Plan in effect on the Effective Date, the Existing Zoning and this Agreement shall govern the development of the SAP Area for the duration of this Agreement. The City's laws and policies adopted after the Effective Date may be applied to the SAP Area only if the determinations required by Section 163.3233(2), Florida Statutes (2018) have been made after thirty (30) days written notice to the Developer and following a public hearing or as otherwise provided herein.
- (b) This prohibition on downzoning supplements, rather than supplants, any rights that may vest to the Developer under Florida or Federal law. As a result, the Developer reserves the right to challenge any subsequently adopted changes to land development regulations which are in conflict with this Agreement based on (a) common law principles including, but not limited to, equitable estoppel and vested rights, or (b) statutory rights which may accrue by virtue of Chapter 70, Florida Statutes (2018). The City reserves all its defenses, immunities and any claims it may have in response to the Developer's foregoing right to challenge any subsequently adopted changes to land development regulations.

10. Future Development Review. Future development within the SAP Area shall proceed pursuant to the processes and in accordance with the design requirements set forth in the Regulating Plan and Concept Book attached hereto, although the City and the Developer agree that the Concept Book shall serve as an illustrative guiding document and the City shall not withhold development approvals for the SAP Area if otherwise in substantial compliance with the guidelines and processes of the SAP. The criteria to be used in determining whether future development shall be approved is the proposed development's consistency with the Comprehensive Plan, this Agreement and the SAP.

11. Phased Development. The Developer and the City agree that the Project may be developed by multiple parties in one (1) or more phases over the life of the Project. Attached as **Exhibit "D"** is a conceptual phasing plan for the SAP buildout. The Developer and the City acknowledge and agree that the attached conceptual phasing plan is conceptual in nature and based on projected future market conditions, and is therefore subject to adjustment by the Developer.

12. Environmental. Except as otherwise set forth herein, the City and the Developer agree that the Developer shall comply with the requirements and general intent of Chapter 17 of

**MAGIC CITY INNOVATION DISTRICT SAP
DEVELOPMENT AGREEMENT – DRAFT 3/5/19**

the City Code, by performing tree replacement as follows below. The City finds that the Project will confer a significant net improvement upon the publicly accessible tree canopy in the area, and will include the preservation of a significant portion of the existing tree canopy in the area through a combination of tree relocation within the SAP Area and the planting of new trees along street frontages and in Public Open Spaces as depicted in the Concept Book.

- (a) Off-site replacement trees. Notwithstanding the requirements of Section 17-6(e) of the City Code, where tree replacement within the SAP Area is not possible (including within the SAP Area's Public Open Spaces and Civic Space Types), the Developer may enter into an agreement with the City to perform tree replacement on public property in the following order of priority: (i) within a one (1) mile radius of the SAP Area; or (ii) within any City park subject to approval by the City. The City further agrees aid in the facilitation of the permitting and planting of replacement trees on all public rights-of-way within the SAP Area, within a one (1) mile radius of the SAP Area and within City parks. The Developer does hereby agree to water, trim, root, prune, brace, nourish or undertake any other necessary maintenance of the trees it plants, as may be required by the terms of this Agreement or by the Resilience and Public Works Department (or its successor), or the City Arborist for the Term of this Agreement. The Developer further agrees to warrant each off-site replacement tree for one (1) year after the date of installation. The Developer shall be responsible for the adequate maintenance and care of these trees for the term of this Agreement and shall obtain any applicable permits.
 - (b) SAP Area tree installation, maintenance and guarantee. For all trees placed within the SAP Area, the Developer shall install any needed irrigation and corresponding water meters to support the growth and viability of the trees located within the right-of-way. The Developer shall agree to water, trim, root, prune, brace or undertake any other necessary maintenance as may be required for trees located within the SAP Area for the term of this Agreement. The Developer further agrees to warrant each SAP Area tree for the Term of this Agreement after installation. A tree removal permit shall be required for all removal, relocation and mitigation of trees within the SAP Area.
 - (c) Tree installation. The Developer shall install trees opportunistically within the public right-of-way, subject to approval by the appropriate City department.
 - (d) Staff Arborist Review. Tree installation and tree maintenance plans shall be administratively reviewed and approved by a City staff arborist.
- 13. Construction of Encroachments in Public Rights-of-Way.** The City finds that any existing pedestrian-related encroachments in the public right-of-way which the Developer plans to retain as well as the SAP-related pedestrian-related encroachments proposed by the Developer in the public right-of-way (e.g., a pedestrian overpass over the proposed modifications to NE 4th Avenue), as illustrated in the Concept Book, do not unduly restrict the use of the public right-of-way and are an essential element in the construction

**MAGIC CITY INNOVATION DISTRICT SAP
DEVELOPMENT AGREEMENT – DRAFT 3/5/11/19**

of the Public Open Spaces and Civic Spaces to be included in the SAP Area. The adoption of this Agreement shall serve to satisfy the requirements of Section 55-14(b) of the City Code. Further, notwithstanding the requirements of Section 55-14(c) of the City Code, the City agrees to waive any and all claims to payment of a user fee in connection with the construction or maintenance/retention, as applicable, of the aforementioned encroachments proposed by the SAP within the public rights-of-way and the use of the same for both vehicular and pedestrian travel and parking, as applicable.

This Agreement shall also satisfy the requirements of Section 55-14(d) of the City Code. In consideration for authorization the construction or maintenance/retention, as applicable, of the aforementioned encroachments, the Developer further covenants to:

1. Maintain the proposed pedestrian overpass and any other proposed encroachment in accordance with the Florida Building Code and the City Charter and City Code.
2. Restore or remove the encroachment within thirty (30) days of written notice by the director of the Department of Resilience and Public Works (or its successor) to properly maintain, restore or remove the overpass or other encroachment, as applicable. Notwithstanding the foregoing, the City agrees that it shall not unreasonably order the removal of any such encroachment so long as the Developer properly maintains and/or restores the encroachment.
3. In the event of a failure of the Developer to restore, maintain or remove the overpass or other encroachment in accordance with the preceding subsection, when notified, the City Manager may contract for the restoration, maintenance or removal of the overpass or other encroachment, and place a special assessment lien against the Developer's Abutting (as defined in Miami 21) private property for the unpaid cost of the restoration, maintenance or removal. These unpaid costs and expenses incurred by the City or its agents shall constitute special assessment liens against the Abutting private real property of the Developer, and until fully paid and discharged, or barred by law, shall remain liens equal in rank and dignity with liens of the City and County ad valorem taxes and superior in rank and dignity to all other liens, encumbrances, titles and claims in, to or against the real property involved. Such fees shall become delinquent if not fully paid within sixty (60) days after their due date. The total outstanding balance of delinquent fees and related charges shall bear an interest charge of one percent (1%) per month. Unpaid and delinquent fees, together with accrued interest, shall remain and constitute special assessment liens against the Developer's Abutting real property involved which is deriving a benefit. Such special assessment liens for the repair, maintenance, removal or restoration costs and interest may be enforced by any of the methods provided in Ch. 85, Florida Statutes, or in the alternative, foreclosure proceedings may be instituted and prosecuted under the provisions of Ch. 173, Florida Statutes, or the collection and enforcement of payment thereof may be accomplished by any other method authorized by law. The Developer shall pay

**MAGIC CITY INNOVATION DISTRICT SAP
DEVELOPMENT AGREEMENT – DRAFT 3/5/19**

all costs of collection, including reasonable attorney’s fees, court costs and abstracting and related lien expenses.

4. Provide an insurance policy, in an amount determined by the City’s Risk Manager, naming the City as an additional insured for public liability and property damage. The insurance shall remain in effect for as long as the encroachment(s) exist within the right-of-way. Should the Developer fail to continuously provide the insurance coverage, the City shall have the right to secure similar insurance policy in its name and place a special assessment lien against the owner’s abutting private property for the total cost of the premium.
5. The Developer shall hold harmless and indemnify the City, its officials and employees from any claims for damage or loss to property and injury to persons of any nature whatsoever arising out of the use, construction, maintenance or removal of the pedestrian overpass or any other encroachment and from and against any claims which may arise out of the granting of permission for the encroachment(s) or any activity performed under the terms of this Agreement.

14. Street Closure and Vacation. A critical element to the success of the SAP Area’s Public Open Space and Civic Space is the modification and re-routing of NE 4th Avenue as illustrated in the Concept Book. In accordance with Chapters 54 and 55 of the City Code, the Developer intends to seek the approval of the vacation and closure of public rights-of-way for the purpose of being incorporated into the SAP Area and effectuating the proposed modifications to NE 4th Avenue, including the following: (i) NE 4th Avenue between NE 60th and NE 62nd Streets; and (ii) the short NE 61st Street extension immediately to the east of the intersection with NE 2nd Avenue.

15. Preservation of the DuPuis Medical Office & Drugstore Building. The Developer agrees to take all reasonably necessary steps to ensure the preservation of the historically designated DuPuis Medical Office & Drugstore building located at 6041 NE 2nd Avenue, by either (i) reconstructing portions of the existing structure in its current place pursuant to a formal renovation and reconstruction plan, or (ii) by relocating and reconstructing portions of the existing structure out of the current NE 2nd Avenue zoned right-of-way, in either case in accordance with the final binding direction Developer obtains from the City and the County, as applicable. In exchange for the Developer’s obligation under this Section 15, the City agrees that, if reasonably necessary for the Developer’s preservation of the historic DuPuis Medical Office & Drugstore building, the structure shall be entitled to remain encroaching into the current NE 2nd Avenue zoned right-of-way (subject to any required County approval(s) of the same).

16. Public and Community Benefits.

- (a) Public Open Space. As consideration for certain modifications to standards and requirements of the City Code and Miami 21, the Developer shall provide a minimum of three and eight tenths (3.8) acres of Public Open Space within the

**MAGIC CITY INNOVATION DISTRICT SAP
DEVELOPMENT AGREEMENT – DRAFT 3/5/11/19**

SAP Area, generally as depicted in the attached Concept Book and Regulating Plan (the “**Minimum Public Open Space**”). The Public Open Space shall include the Promenade du Grand Bois, an approximately two and eighteen hundredths (2.18) acre pedestrian-oriented, landscaped Civic Space Type (as defined in Miami 21) which will be a focal point for pedestrian and retail activity within the SAP Area, as illustrated in the Concept Book and Regulating Plan. The general location and dimensions of the Public Open Space shall be substantially in accordance with this Agreement, the Regulating Plan and Concept Book, or as otherwise mutually agreed by the Developer and the Planning Director.

1. With each phase of SAP development (as conceptually shown on **Exhibit “D”**), the Developer shall construct a corresponding and proportional amount of the Minimum Public Open Space. Specifically, the amount of Minimum Public Open Space corresponding to each phase of SAP development shall be the proportional amount of the entire Minimum Public Open Space that is equivalent to the proportion of the acreage of such phase of SAP development compared to the acreage of the entire SAP Area. For example, if the acreage of a phase of SAP development comprises fifteen percent (15%) of the acreage of the entire SAP Area, Public Open Space in an amount of fifteen percent (15%) of the total Minimum Public Open Space shall be provided in connection with such SAP development phase.
2. All sections of the Promenade du Grand Bois shall have a minimum width (north-south) of at least fifty (50) feet. In addition, the Promenade du Grand Bois shall, once fully complete, have an overall average width of ninety (90) feet along its entire length.
3. The Developer shall not be required to dedicate, reserve or otherwise dispose of any land within the SAP Area for the Public Open Space. The Developer shall retain ownership of the Public Open Space but shall allow public access to, and public use of, the Public Open Space at a minimum during the hours from 6:00am to 12:00am (midnight), seven (7) days a week, with reasonable temporary closures allowed for required maintenance/construction, temporary and special events permitted in accordance with Section 25 of this Agreement or other similar activities. During the remaining hours from 12:00am (midnight) to 6:00am, the Developer may reasonably restrict access to the Public Open Space for purposes of safety, maintenance/construction or other similar activities.
4. The Developer shall retain the exclusive right to design, landscape and determine the programming for the Public Open Space, subject to approval by the Planning Director or his/her designee, which approval shall not be unreasonably withheld, delayed or conditioned.

**MAGIC CITY INNOVATION DISTRICT SAP
DEVELOPMENT AGREEMENT – DRAFT 3/5/19**

5. From time to time, the Developer may sponsor or partner with organizations to hold temporary and special events within the SAP Area, including in and around the Public Open Space pursuant to the terms and requirements of this Agreement, the Regulating Plan and the applicable provisions of the City Code, not to exceed twelve (12) events per year, with each event not to exceed a period of five (5) days, unless approved by the City Manager for additional time. For any such temporary or special events held within the SAP Area, the Developer shall incorporate temporary traffic calming measures as required by the City’s Resilience and Public Works Department (or its successor), if any, and coordinate and/or provide for extra security and policing as required by the City’s Police Department.
6. The Developer shall maintain and operate the Public Open Space, including pursuant to any applicable specific maintenance standards as mutually agreed by the Developer and the City.

(b) Community Benefit Contribution.

1. Little Haiti Community Revitalization Trust. The City shall, no later than ninety (90) days from the date of final and unappealable approval of the SAP, establish a new community revitalization trust fund (the “**Little Haiti Community Revitalization Trust**”) to collect and maintain specified cash contributions by the Developer pursuant to this Section 16(b), and distribute such funds for the purpose of providing community benefits in Little Haiti.
2. Cash Contributions. The Developer shall make cash contributions to the Little Haiti Community Revitalization Trust in a cumulative amount of up to Thirty-One Million and 00/100 Dollars (\$31,000,000.00) (the “**Community Benefit Contribution**”), to be made as follows:
 - i. The Developer shall make an initial contribution of Three Million and 00/100 Dollars (\$3,000,000.00) no later than Ninety (90) days following the date on which approval of the SAP by the City Commission becomes final and unappealable (the “**First Approval Benefit Contribution**”).
 - ii. The Developer shall make a second initial contribution of Three Million and 00/100 Dollars (\$3,000,000.00) no later than One Hundred Eighty (180) days following the date on which the First Approval Benefit Contribution is made (the “**Second Approval Benefit Contribution**,” together with the First Approval Benefit Contribution, the “**Initial Benefit Contributions**”). The Initial Benefit Contributions shall be credited and applied toward the Developer’s development and construction of an amount of Floor

**MAGIC CITY INNOVATION DISTRICT SAP
DEVELOPMENT AGREEMENT – DRAFT 3/5/19**

Area within the SAP Area at a rate of Four and 03/100 Dollars (\$4.03) per square foot, to be offset against the amount of the Initial Benefit Contributions in each applicable building permit (the “**Initial Benefit Contribution Floor Area**”). The Initial Benefit Contribution Floor Area shall be available to the Developer immediately following payment of the Initial Benefit Contributions.

- iii. After the Developer has obtained valid building permits for the entire Initial Benefit Contribution Floor Area, the remaining Twenty-Five Million and 00/100 Dollars (\$25,000,000.00) of the Community Benefit Contribution shall be assessed and payable, as needed by the Developer, prior to the issuance of each additional building permit on a proportional basis for the amount of Floor Area required under each such building permit, at the same rate of Four and 03/100 Dollars (\$4.03) per square foot of Floor Area, until the remaining Twenty-Five Million and 00/100 Dollars (\$25,000,000.00) is satisfied.
- iv. Notwithstanding the foregoing, the development of approximately four hundred eighty-two thousand five hundred sixty-nine (482,569) square feet of Floor Area on SAP Parcel No. 8, as shown on Page 43 of the Concept Book,¹ shall not be subject to the Community Benefit Contribution and the related Floor Area offset under this Section 16(b), and may be freely permitted and constructed without reference to or requiring any Floor Area credit from the payment of any portion of the Community Benefit Contribution.
- v. For the avoidance of doubt, development capacity within the SAP Area shall remain authorized up to the maximum Floor Area limitations set forth at Section 8(c) of this Agreement (and up to the maximum building heights set forth in the Regulating Plan), provided all Floor Area is developed and constructed in accordance with this Agreement and the Regulating Plan.
- vi. The Developer shall have no obligation to make any Community Benefit Contribution payment until the City has formally approved and established the Little Haiti Community Revitalization Trust.
- vii. Prior to the earlier of (i) the expiration of the Term (including any extension thereof) or (ii) the City’s issuance of the final Certificate of Occupancy for the development of all the SAP Floor Area

¹ SAP Parcel No. 8 consists of the following current addresses: 370 NE 60th Street (folio no. 01-3218-016-0180); 5952 NE 4th Avenue (folio no. 01-3218-016-0200); 5972–5974 NE 4th Avenue (folio nos. 01-3218-089-0010, 01-3218-089-0020); 334 NE 60th Street (folio no. 01-3218-016-0140); and 350 NE 60th Street (folio no. 01-3218-016-0150).

**MAGIC CITY INNOVATION DISTRICT SAP
DEVELOPMENT AGREEMENT – DRAFT 3/5/19**

Capacity, the Developer shall be required to have made a cumulative minimum amount of Community Benefit Contribution payments equal to six million (6,000,000) square feet of Floor Area at the above rate of Four and 03/100 Dollars (\$4.03) per square foot, for a total of Twenty-Four Million One Hundred Eighty Thousand and 00/100 Dollars (\$24,180,000.00), regardless of whether Developer has constructed six million (6,000,000) square feet of Floor Area within the SAP Area. The Initial Benefit Contributions shall apply and be credited towards this cumulative minimum amount.

3. Use of Community Benefit Contribution. The Parties agree that all Community Benefit Contribution funds deposited in the Little Haiti Community Revitalization Trust shall be used only for the following purposes:
- i. One hundred percent (100%) of the Community Benefit Contribution shall be restricted to use within the Little Haiti neighborhood for the development of affordable and workforce housing, community educational programs, local small business development, local workforce participation and hiring programs, the beautification of NE 2nd Avenue and other areas in Little Haiti, and/or the creation and improvement of public parks. The Community Benefit Contribution shall not be used for any other project, program or purpose. The City's Ordinance(s) and/or Resolution(s) evidencing the formal approval and establishment of the Little Haiti Community Revitalization Trust shall contain corresponding language placing the same restrictions on use of the Community Benefit Contribution.
 - ii. Five Hundred Thousand and 00/100 Dollars (\$500,000.00) of the First Approval Benefit Contribution, Five Hundred Thousand and 00/100 Dollars (\$500,000.00) of the Second Approval Benefit Contribution and twenty percent (20%) of the remaining Community Benefit Contribution (for a cumulative total of Six Million Dollars and 00/100 (\$6,000,000.00)) shall be reserved for projects and programs, in each case conforming to the list of permitted purposes in the preceding Section 16(b)(3)(i), which are identified and/or selected by the Concerned Leaders of Little Haiti and approved by the Little Haiti Community Revitalization Trust.
 - ~~iii. The Developer may apply to the Little Haiti Community Revitalization Trust for use of Community Benefit Contribution funds in accordance with the permitted purposes set forth above at Section 16(b)(3)(i), which application shall not be unreasonably~~

**MAGIC CITY INNOVATION DISTRICT SAP
DEVELOPMENT AGREEMENT – DRAFT 3/5/11/19**

~~denied, withheld, delayed or conditioned by the Little Haiti
Community Revitalization Trust or the City, as applicable.~~

- (c) Historic Lemon City/Little Haiti Creole District Design Guidelines. The Developer acknowledges the importance of preserving as well as enhancing the rich cultural history and aesthetic heritage of the Little Haiti community. To such end, the Developer agrees that it shall use diligent, good faith efforts to assist and cooperate with the City in collaborating with Little Haiti residents, businesses and property owners to revise the existing Historic Lemon City/Little Haiti Creole District Design Guidelines published by the City's Planning Department (a copy of which is attached at **Exhibit E**). The City and the Developer acknowledge and agree that the Historic Lemon City/Little Haiti Creole District Design Guidelines shall continue to apply only to those properties directly fronting on NE 2nd Avenue between NE 52nd Street and NE 71st Street, and shall not be extended to any portion of the SAP Area not already subject to the Historic Lemon City/Little Haiti Creole District Design Guidelines on the date hereof.
- (d) Passenger/Commuter Rail Station. In the event a passenger/commuter rail station serving the SAP Area and the Little Haiti community is developed within or directly abutting the SAP Area at the location shown in the Regulating Plan and Concept Book (or at a substantially similar location directly abutting the SAP Area), the Developer and the City shall cooperate in the development and construction of the rail station so as to best serve the Project and the surrounding community. To such end, the Developer agrees that it shall use its good faith, best efforts to arrange the financing of the construction of such station, through private funding, public funding (including public grants and loans), or any combination thereof, and to coordinate and generally oversee the construction process, to the extent required.
- (e) Magic City Innovation District (MCID) Foundation. The Developer has created the Magic City Innovation District (MCID) Foundation to support local economic and community development efforts in the Little Haiti community. The foundation may provide programs to the local community including micro-loans for local businesses, special jobs training, housing programs, educational programs for local residents, classes or workshops on entrepreneurship and cultural programs.
- (f) Job Creation and Employment Opportunities. The Developer anticipates that the Project will generate a substantial amount of non-construction employment opportunities in the areas of media and technology, the arts and entertainment, hospitality and recreation, retail, trade and exhibition and education. Generally, the Developer shall use diligent, good faith efforts to consult and coordinate with the City's CareerSource South Florida center located at the Lindsey Hopkins Technical Center at 750 NW 20th Street, 4th Floor, Miami, FL 33127, and other local and/or state economic development entities and local educational institutions, regarding job training and job placement services for qualified local

**MAGIC CITY INNOVATION DISTRICT SAP
DEVELOPMENT AGREEMENT – DRAFT 3/5/19**

residents seeking such employment opportunities with employers within the SAP Area. The Developer also anticipates that the Project, during the course of development, will generate a substantial amount of construction-related employment opportunities.

1. The Developer agrees to use diligent, good faith efforts to achieve or to cause its general contractor(s) and subcontractors (collectively, the “Contractors”) to use diligent, good faith efforts to achieve, as applicable, the following aspirational goals:
 - i. The Developer and its Contractors, as applicable, shall adhere to the following descending hierarchy with respect to hiring objectives and practices within the SAP Area:
 - a. Residents of the City’s Little Haiti neighborhood in the following zip codes: 33137, 33138, 33150 and 33127.
 - b. Residents of the Southeast Overtown/Park West Community Redevelopment Area or in the following zip codes within the City: 33128, 33130, 33134, 33142, 33125, 33135 and the portions of zip codes 33133 and 33146 commonly referred to as "West Coconut Grove”.
 - c. If no residents described above at Section 16(f)(1)(i)(a) or (b) are qualified or can be qualified within a reasonable amount of time, then City residents who reside outside the above targeted City areas and zip codes.
 - d. If no residents described above at Section 16(f)(1)(i)(a)–(c) are qualified or can be qualified within a reasonable amount of time, then County residents who reside within one (1) of the five (5) zip codes with the highest poverty rate in the County.
 - e. If no residents described above at Section 16(f)(1)(i)(a)–(d) are qualified or can be qualified within a reasonable amount of time, then County residents who reside outside the above targeted County zip codes.

The Parties agree that the individuals will be employed based on the hierarchy established above. For purposes of clarity, the intent of Section 16(f)(1) is to encourage the Developer and its Contractors to hire as many qualified persons from communities within the City and County with high poverty rates to work on the Project.

**MAGIC CITY INNOVATION DISTRICT SAP
DEVELOPMENT AGREEMENT – DRAFT 3/5/19**

- ii. The Developer and its Contractors, as applicable, shall use diligent, good faith efforts to retain subcontractors for the Project, to the extent available and qualified, which have their principal business address in a location utilizing the same descending hierarchy of target areas described above at Section 16(f)(1)(i).

- 2. Local Workforce Participation in Construction Activities. The Developer shall require its Contractors to use good faith, best efforts to employ a minimum of twenty percent (20%) of on-site labor from persons residing within the City’s municipal boundaries.

- 3. Job Sourcing. The Developer shall require its Contractors to use good faith, best efforts to work with workforce development agencies and organizations to source job opportunities for both skilled and unskilled laborers seeking employment opportunities within the construction industry.

- 4. Community Business Enterprise (“CBE”), Community Small Business Enterprise (“CSBE”) and Small Business Enterprise (“SBE”).
 - i. The Developer shall require its Contractors to use good faith, best efforts to award a minimum of twenty percent (20%) of direct construction contract costs to subcontractors which are certified as CBE by the County.

 - ii. The Developer shall require that seven and one-half percent (7.5%) of the professional services contracts for soft development costs including without limitation, design, engineering, survey, inspection, testing and legal services, shall be awarded to firms certified by the County as CBE, CSBE or SBE at the time the contract is signed.

 - iii. The Developer shall require that ten percent (10%) of the contractual agreements for construction and construction related materials, supplies and fixtures are awarded to firms certified by the County as CBE, CSBE or SBE at the time the contract is signed.

- 5. Job Opportunity ~~Advertisement~~ Advertisements.
 - i. The Developer shall require its Contractors (i) to electronically post job opportunities in the construction of the Project in established local job outreach websites and organizations, including without limitation, Youth Co-Op, South Florida Workforce, NANA, the Florida Department of Economic Opportunity Career Source of South Florida in Miami, and (ii) to

**MAGIC CITY INNOVATION DISTRICT SAP
DEVELOPMENT AGREEMENT – DRAFT 3/5/19**

advertise such construction job opportunities on local Haitian radio stations serving Little Haiti and at churches within Little Haiti.

ii. The Developer shall advertise post-construction job opportunities made available directly by or through MCD Miami and its affiliate entities on local Haitian radio stations serving Little Haiti and at churches within Little Haiti.

6. Job Creation Monitoring Contract. Within sixty (60) days of being issued a building permit for above-ground, vertical improvements for the SAP, the Developer shall designate a firm which shall be CBE/CSBE/SBE certified which shall be designated to monitor the above Local Workforce Participation, Job Sourcing, Job Opportunity Advertisement and CBE/CSBE/SBE requirements.

7. Minority Internship Program. MCD Miami (or an affiliate thereof) shall establish an internship program at the SAP offering internships on a periodic basis to a limited number of qualified high school or post-secondary students and graduates who are minorities residing in Little Haiti. The Developer shall, in its reasonable discretion, (i) select qualified interns for the program through an application process to be established by the Developer, and (ii) determine the specific criteria of each internship (e.g., duration, time commitment, remuneration (if any) and substantive focus).

The foregoing standards and requirements of this Section 16(f) shall not be deemed or construed to require the Developer or its Contractors to hire employees who do not comply with OSHA requirements, drug testing requirements or insurance company requirements; however, construction laborers with minor or insignificant non-violent felonies shall not be denied employment solely based upon such criminal record.

(g) Retail Merchandising Units. The Developer agrees that it shall reserve twenty percent (20%) of the thirty-five (35) Retail Merchandising Units (as defined in the Regulating Plan) available within the SAP Area under the Regulating Plan for local Little Haiti businesses or enterprises owned by Little Haiti residents.

(h) Educational Institution. The Developer agrees that it shall use good faith efforts to partner with, or otherwise seek the involvement of, an accredited public or private post-secondary educational institution for purposes of input and/or programming in the development of the SAP.

(i) NE 2nd Avenue Planning Beautification and Design Concept Study. The Developer agrees that it shall use diligent, good faith efforts to cooperate with, and provide reasonable non-financial assistance to, the City in the City's commission of a planning beautification and design concept study for NE 2nd

**MAGIC CITY INNOVATION DISTRICT SAP
DEVELOPMENT AGREEMENT – DRAFT 3/5/19**

Avenue between NE 54th and NE 64th Streets. The Parties agree that all or a portion of the funding required for such study may be drawn from the Community Benefit Contribution made in accordance with Section 16(b) above.

- (j) SAP Identification. The Developer shall include the words “Little Haiti” in all outdoor signs and displays identifying or referencing the SAP.
- (k) Traffic Calming Study. The Developer shall conduct a traffic calming study to determine recommendations for alternatives to slow and deter cut-through traffic and its impact on the Palm Grove neighborhood, located within the area bounded by Biscayne Boulevard to the east, the Florida East Coast Railway corridor to the west, NE 54th Street to the south and the Little River to the north (“Palm Grove”).
- (l) Miami Trolley Expansion Study. The Developer shall conduct an expansion study to develop recommendations for a local circulator or trolley route to operate between Palm Grove and the SAP.
- (m) Palm Grove Entrance Signs. The Developer shall fund the production and installation of two (2) Palm Grove neighborhood entrance signs in the total amount of up to Ten Thousand and 00/100 Dollars (\$10,000.00).
- (n) Eaton Park Beautification and Parking. The Developer shall fund landscaping and fencing projects at Eaton Park (approximately located at 460 NE 61st Street) in the total amount of up to One Hundred Thousand and 00/100 (\$100,000.00). The Developer shall also cooperate with the Palm Grove Neighborhood Association in its request or application to the City and/or the Miami Parking Authority (MPA) to construct a public parking lot at the southern end of Eaton Park.

- 17. Right-of-Way and Pedestrian Infrastructure Improvements.** The Developer shall landscape and construct improvements to all portions of rights-of-way immediately fronting properties within the SAP Area (i.e., NE 2nd Ave., NE 3rd Ave., NE 4th Ave., NE 60th St., NE 61st St. and NE 62nd St.), in substantial accordance with the SAP thoroughfare sections shown in the Concept Book and Miami 21, as applicable. Such improvements shall include without limitation: sidewalks designed to accommodate increased pedestrian activity; crosswalks with contrasting pavers on all right-of-way immediately fronting the SAP; landscaping per the standards of the Regulating Plan and Miami 21, as applicable; paving and hardscape improvements; right-of-way improvements (e.g., the proposed rerouting of NE 4th Ave. and the extension of NE 3rd Ave.); streetscape improvements, including without limitation, benches, street lighting, wayfinding signs, trash receptacles and planters, the design of which shall be approved by the Planning Department prior to the issuance of a building permit for the SAP; and general thoroughfare and streetscape improvements. The proposed right-of-way improvements described herein and as shown in the Concept Book are subject to approval by the City’s Planning and Resilience and Public Works Departments (or their successors), and to the extent applicable for any rights-of-way under County maintenance

**MAGIC CITY INNOVATION DISTRICT SAP
DEVELOPMENT AGREEMENT – DRAFT 3/5/19**

jurisdiction, corresponding approval by the County's Transportation and Public Works Department.

- (a) For every three hundred (300) linear feet of uninterrupted street frontage within the SAP Area, the Developer shall provide a minimum of one (1) cross-block Pedestrian Passage. A cross-block Pedestrian Passage shall be required only where (i) three hundred (300) linear feet of street frontage are uninterrupted by a right-of-way, drop-off point or similar pedestrian-oriented design feature and (ii) the Pedestrian Passage will result in a pedestrian connection between either (x) two (2) public rights-of-way or (y) a public right-of-way and the Promenade du Grand Bois. Where a Pedestrian Passage is required, the Developer shall have reasonable flexibility in the design, configuration and location of the Pedestrian Passage within the applicable frontage area. A Pedestrian Passage may be roofed above the first floor for one hundred percent (100%) of its length, but any roofed portion shall not count towards minimum Open Space requirements under the Regulating Plan.
 - (b) The Developer shall also include dedicated bicycle lanes within and directly abutting the SAP Area as shown on Sheet 38 of the Concept Book. Such bicycle lanes may be created as painted or colored bicycle lanes only, and shall not be required to be protected or segregated bicycle lanes, in the Developer's discretion.
 - (c) Attached at **Exhibit F** is a list of proposed roadway improvements required for the SAP development which have been accepted by the City pursuant to the Traffic Sufficiency Letter also enclosed at **Exhibit F**. Subject to obtaining required right-of-way, development and construction approvals from the City and County, as applicable, and also subject to the City's subdivision process and related subdivision improvements requirements pursuant to Ch. 55 of the City Code (as modified in this Agreement), the Developer agrees that the enumerated roadway improvements shall be constructed in accordance with the phasing schedule at **Exhibit F**.
- 18. Valet Parking.** The Developer intends to establish a uniform valet system to service the SAP Area generally. Notwithstanding Sections 35-305 and 35-306 of the City Code, as amended, multiple valet permits may be issued for the operation of a valet parking area immediately adjacent to or on the same side of the block of an existing valet parking area within the SAP Area where the permit applicant is the operator of the uniform valet system.
- 19. Parking Management Program.** Parking within the SAP Area (including required parking under the Existing Zoning) shall be implemented and counted through a pooled centralized parking management program. The parking management program shall track existing and anticipated parking through an interactive spreadsheet maintained by the Developer and reviewed by the Planning Director before issuance of each vertical building permit for the project (the "**Parking Management Program**"). Parking usage shall be debited from the total parking pool available within the SAP Area. Parking

**MAGIC CITY INNOVATION DISTRICT SAP
DEVELOPMENT AGREEMENT – DRAFT 3/5/11/19**

availability shall be added to the total parking pool available within the SAP Area. Off-street parking requirements under Miami 21 and the Regulating Plan for development within the SAP Area may be satisfied by available spaces within the SAP Area through the Parking Management Program. The Parking Management Program shall incorporate the parking plans set forth in the Regulating Plan and the Concept Book. The numbers and figures provided in the Parking Management Program may be revised and updated accordingly from time to time by the Planning Director including at such times as certain interim parking is discontinued and permanent parking becomes available.

- (a) Interim Parking. For purposes of accommodating the phased development of the project as well as extra parking needed for special events (as approved under the City Code, as applicable), interim and temporary parking on conditionally, unimproved and partially improved lots by valet service may be permitted in order to satisfy required parking under Miami 21 and the Regulating Plan. Notwithstanding the requirements of Sections 62-543 and 62-544 of the City Code, interim parking shall be permitted within the SAP Area without having to comply with permanent parking requirements on the proposed interim lots identified by the Developer at the time each such lot is proposed to be used for interim parking, subject to approval of each lot by the Planning Director (which shall not be unreasonably withheld, delayed or conditioned). The Planning Director shall also approve the design of each interim parking lot prior to issuance of a building permit for improvements thereon. In the event that valet service is no longer provided for interim parking within the SAP Area, the Developer shall comply with the applicable parking requirements.

- (b) Permanent Parking. The Developer shall construct permanent parking facilities to serve each phase of development within the SAP Area in an amount which shall provide a sufficient number of permanent parking spaces to satisfy the off-street parking requirements under Miami 21 and the Regulating Plan for each new Development constructed within the SAP Area, as each phase of the SAP is constructed (the “**Permanent Parking Facilities**”). The Planning Director shall assess the Parking Management Program every five (5) years for permanent parking availability. Permanent Parking Facilities may consist of centralized parking facilities and/or structure parking facilities as accessory and/or principal uses.

- 20. SAP Transportation Trust Fund Contribution.** Any parking facilities surcharge collected for parking in public parking facilities located within the SAP Area pursuant to the City of Miami Parking Facilities Surcharge Ordinance, Chapter 35, Article X of the City Code, shall be allocated to the City’s Transportation Trust Fund, as established in Chapter 35, Article VII of the City Code (the “**SAP Transportation Trust Fund Contribution**”). All funds collected through the SAP Transportation Trust Fund Contribution shall be reserved in the City’s Transportation Trust Fund in order to facilitate the creation, operation, and/or maintenance of mass transit and other transportation facilities within the SAP Area, including, but not limited to the City’s trolley system and capital or acquisition costs associated with the proposed development

**MAGIC CITY INNOVATION DISTRICT SAP
DEVELOPMENT AGREEMENT – DRAFT 3/5/11/19**

of a passenger/commuter rail station abutting the SAP Area serving the Little Haiti community (including the SAP). These funds may be carried over to the succeeding fiscal year. Expenditures in connection with the SAP Transportation Trust Fund Contribution shall be made pursuant to Sections 35-253 and 35-254(d) of the City Code.

21. Alcoholic Beverage Sales; Retail Specialty Center Designation. Except as otherwise set forth in or modified by this Section 21, alcoholic beverage sales within the SAP Area shall be governed by Chapter 4 of the City Code. Pursuant to Chapter 4 of the City Code, two (2) retail specialty centers are hereby designated for properties located within the SAP Area as follows:

1. The West Zone Retail Specialty Center shall consist of all properties within the Le Marché DuPuis and Les Bureaux SAP Campus Zones, and the properties within the Les Résidences SAP Campus Zone located west of the centerline of NE 3rd Avenue as shown in the Concept Book.
2. The East Zone Retail Specialty Center shall consist of all properties within the Les Ateliers SAP Campus Zone and the properties within the Les Résidences SAP Campus Zone located east of the centerline of NE 3rd Avenue as shown in the Concept Book.

The maximum number of Alcohol Service Establishments (as defined in Miami 21) permitted within the SAP Area shall not exceed five (5) per retail specialty center, for a total of ten (10), with three (3) Alcohol Service Establishments permitted as of the Effective Date and one (1) additional Alcohol Service Establishment permitted on each anniversary of the Effective Date up to ten (10) in total. Such ten (10) Alcohol Service Establishments are exclusive of (i) Food Service Establishments (as defined in Miami 21) where the sale of alcoholic beverages is entirely incidental to and in conjunction with the principal sale of food (e.g., bona fide, licensed restaurants or cafes operating with a 2-COP, 4-COP, SFS or equivalent license) and (ii) other establishments with an alcoholic beverage license which are otherwise exempt from distance separation requirements under Section 4-4 of the City Code (e.g., bona fide, licensed hotels operating with a 4-COP S or equivalent license).

Notwithstanding anything to the contrary contained in Chapter 4 of the City Code (including Sections 4-4 and 4-7 thereof) or in Miami 21, the City and the Developer hereby acknowledge and agree that, within the SAP Area, (i) Alcohol Service Establishments, (ii) Food Service Establishments and (iii) other establishments with an alcoholic beverage license which are not otherwise exempt from distance separation requirements under Section 4-4 of the City Code shall each be permitted By Right (as defined in Miami 21), in accordance with Article 4, Table 3 and Article 6, Table 13 of the Regulating Plan, and shall not require any specific administrative or public hearing approval (i.e., no Warrant or Exception under Miami 21 or Chapter 4 of the City Code) for the commencement or continuation of such establishment or use. In addition, all restrictions contained in Chapter 4 of the City Code or in Miami 21 relating to the maximum number or location of Alcohol Service Establishments, including without

**MAGIC CITY INNOVATION DISTRICT SAP
DEVELOPMENT AGREEMENT – DRAFT 3/5/11/19**

limitation, required distances from churches, residential districts, schools and other Alcohol Service Establishments, whether within or outside the SAP Area, shall not be applicable to any Alcohol Service Establishment within the SAP Area.

In addition, notwithstanding anything to the contrary contained in Chapter 4 of the City Code (including Section 4-3 thereof), the City and the Developer hereby further agree that the permissible operating hours for alcohol sales at Alcohol Service Establishments and Food Service Establishments within the SAP Area shall be as follows: (i) for consumption on the premises, Monday – Sunday between the hours of 11:00 a.m. – 3:00 a.m., but with one (1) Alcohol Service Establishment eligible to operate between the hours of 11:00 a.m. – 5:00 a.m.; provided, however, an extension of operations to 5:00am for additional Alcohol Service Establishments may be permitted by Exception granted by the City's Planning, Zoning and Appeals Board; and (ii) for consumption off the premises, Monday – Saturday between the hours of 9:00 a.m. – 12:00 a.m. and Sunday between the hours of 9:00 a.m. – 7:00 p.m. (with permissible operating hours automatically extended until 10:00 p.m. on Sundays during the month of December).

- 22. Miami Trolley.** The Developer acknowledges that the City may extend its trolley system further into Little Haiti and that this expansion may traverse or abut the SAP Area. The Developer agrees to cooperate with the City so that any portion of the trolley route which runs through or is immediately adjacent to the SAP Area can be reasonably accommodated within the dedicated public rights-of-way. The City agrees that, in the event the trolley system will traverse or immediately abut the SAP Area, the City will allow one (1) or more trolley stops within and/or immediately abutting the SAP Area, in full cooperation with the Developer as to the number and location of any such stops. Trolley stops located within and/or directly abutting the SAP Area shall be furnished and maintained by the Developer in a manner approved by the Planning Department; provided, however, the Developer shall not be required to furnish or maintain any trolley stop in a manner materially different or more substantial than trolley stops furnished or maintained by the City. Notwithstanding the foregoing, for any trolley stop located within or directly abutting the SAP Area ~~for which the Developer is responsible~~, the Developer shall furnish and maintain each such trolley stop with a bus shelter and bench of a type and style as selected by the Developer in its discretion (subject to City and County approval, as applicable), provided that each bus shelter and bench is of a size, type and quality meeting at least the minimum standards generally utilized by the City and/or County in bus shelters and bus shelter benches.
- 23. Personal Wireless Service Facilities (PWSF).** The City and the Developer agree that the City shall approve, at a minimum, at least one (1) Personal Wireless Service Facility (PWSF) (as defined in Miami 21) antenna, monopole or tower to be located within the SAP Area, on a rooftop or as a standalone monopole or tower; provided that such PWSF shall comply with all requirements under, and be formally approved by the City in accordance with, the standards set forth in the Regulating Plan and Miami 21, as applicable.
- 24. Temporary Uses; Temporary Use Permits.**

**MAGIC CITY INNOVATION DISTRICT SAP
DEVELOPMENT AGREEMENT – DRAFT 3/5/11/19**

- (a) Except as otherwise set forth herein, temporary uses within the SAP Area shall be generally permitted in accordance with the requirements of Chapter 62 of the City Code.
- (b) Notwithstanding the foregoing, permits for temporary uses on vacant land within the SAP Area, issued under Section 62-535 of the City Code, shall be issued in accordance with the following:
 - 1. Such permits shall have a duration of five (5) years with two (2) administrative extensions of one (1) year each available to the Developer, which extension shall be granted by the Planning Director and shall not be unreasonably withheld, delayed or conditioned, for a total of seven (7) years for any such permit.
 - 2. The Developer may utilize off-site parking to satisfy the required off-street parking generated by a site plan submitted to the City for a permit for temporary uses on vacant land, provided that such off-site parking is located within 1,500 feet of the area covered by the site plan and is on land owned or leased by the Developer.
- (c) The City and the Developer agree that an active permit for temporary uses on vacant land for any portion of the SAP Area issued to the Developer pursuant to Ch. 62 of the City Code (as modified by this Agreement) may continue in force and effect during the course of Development of the SAP under the terms it was issued (or under modified or amended terms mutually agreed upon by the City and the Developer); provided that when the Developer seeks to commence construction of any phase of the SAP on any parcel (or portion thereof) included in such temporary use permit, the Developer shall submit to the City a revised site plan for the temporary use permit excluding the parcels (or portions thereof) which shall no longer be included in the permit for temporary uses on vacant land. The City shall expeditiously approve the amended site plan (and shall not unreasonably withhold, delay or condition its approval), provided that the remaining parcels (and any portions thereof) and amended proposed uses, if any, within such temporary use permit shall continue to satisfy all applicable temporary use, zoning, building code and life safety requirements.

25. Temporary/Special Events.

- (a) For all temporary events (as defined at Section 62-521 of the City Code) and special events (as defined at Section 54-1 of the City Code) which the Developer (i) anticipates to exceed two thousand (2,000) guests or (ii) does not anticipate to exceed two thousand (2,000) guests but are not among the temporary events listed below at subsection (b), the Developer, or its designee, shall submit a temporary and/or special event application, as applicable, for review to the appropriate City department and the Neighborhood Enhancement Team (NET)

**MAGIC CITY INNOVATION DISTRICT SAP
DEVELOPMENT AGREEMENT – DRAFT 3/5/11/19**

office servicing the SAP Area no less than ten (10) business days prior to the date of the event. The City hereby agrees to complete its review of the application within five (5) business days of submittal to ensure coordination of needed City services and avoid possible adverse impacts of the event.

(b) To the extent governed by the laws and regulations of the City, the City hereby finds and agrees that the following temporary/special events constitute ancillary uses of the SAP when contained wholly within the SAP Area, including its Public Open Space (and not contained within or encroaching into any publicly dedicated right-of-way, street or sidewalk): health, fitness and wellness events; farmers' markets; grand openings; holiday sales; outdoor sales; groundbreaking; and neighborhood sales events. The City further finds that the above-listed specific activities, when not anticipated to exceed two thousand (2,000) guests, will not:

1. substantially interrupt the safe and orderly movement of other traffic contiguous to the temporary event;
2. substantially diminish routine police service levels to the entire community;
3. unduly interfere with the proper fire and police protection or ambulance service to areas contiguous to the temporary event as a result of the concentration of persons and vehicles;
4. interfere with the movement of firefighting apparatus en route to an emergency call; or
5. present an unreasonable danger to the health and safety of the public.

Therefore, notwithstanding the requirements of Sections 62-520 through 62-523 and Section 54-6.3 of the City Code, the City and Developer agree that the specific temporary/special events listed above in this subsection (b) shall not require the issuance of a City temporary or special event permit.

26. City Impact Fees. Any City impact fee requirements which may be applicable to the development of the SAP at the time of obtaining building permits for any construction phase or portion thereof, in accordance with Chapter 13 of the City Code, will be those impact fee amounts and requirements currently set forth in Chapter 13 of the City Code and in effect on the Effective Date.

27. Platting; Required Subdivision Improvements.

(a) Except as otherwise set forth herein, the City's subdivision regulations at Chapter 55 of the City Code shall apply to Development activities within the SAP Area.

**MAGIC CITY INNOVATION DISTRICT SAP
DEVELOPMENT AGREEMENT – DRAFT 3/5/11/19**

- (b) Notwithstanding the foregoing, the City agrees that platting shall not be required for any parcel within the SAP Area in connection with the Adaptive Use (as defined in Miami 21) of an existing building structure located on such parcel, even if platting would otherwise be required by Chapter 55 of the City Code to secure building permits for such Adaptive Use.
- (c) For any platting commenced within the SAP Area which is required to effectuate the Development of the SAP, there shall be no time limit for the Developer to begin or complete any required subdivision improvements corresponding to the plat following final plat approval by the City Commission. Further, notwithstanding Section 55-10(b) of the City Code (which shall continue to apply within the SAP Area unless otherwise modified herein), prior to the completion of subdivision improvements within the plat, the Developer may (i) obtain a temporary or permanent certificate of use and/or occupancy for the Adaptive Use of an existing building or other habitable structure located within the plat, and (ii) continue to operate permitted activities and uses approved by the City under an active permit for the temporary use of vacant land pursuant to Chapter 62 of the City Code.
- 28. Public Art.** As illustrated in detail the Concept Book and Regulating Plan, the Developer endeavors to provide beautified, state-of-the-art Public Open Space within the SAP Area, which will be thoroughly landscaped and include a range of contemporary, pedestrian-friendly street furniture and Developer-selected public art. In exchange for providing such Public Open Space significantly in excess of what would otherwise be required under Miami 21, the City and the Developer agree that the Developer shall not be bound relative to the development of the SAP by any public art fee or other requirements the City currently imposes, or may impose in the future, on Development activities under the City Code or Miami 21, including under Chapter 62 of the City Code and Article 11 of Miami 21, as the same may be amended from time to time.
- 29. Compliance with Fire/Life Safety Laws.** The Developer shall at all times in the development and operation of the Project comply with all applicable laws, ordinances and regulations including, without limitation, life safety codes to insure the safety of all SAP Area and City residents and guests. Specifically, and without limitation, the Developer will install and construct all fire and life safety equipment and water lines with flow sufficient to contain all possible fire occurrences as required by applicable laws, ordinances and regulations.
- 30. Formation of Community Development District.** In the event the creation of a Community Development District (“CDD”) is approved for the Project, the CDD may assume the Developer’s responsibility under this Agreement without the City’s approval (“Assumption”). Notice of the Assumption, including copies of the executed documents memorializing the Assumption, shall be provided to the City pursuant to the notice provisions of this Agreement.

**MAGIC CITY INNOVATION DISTRICT SAP
DEVELOPMENT AGREEMENT – DRAFT 3/511/19**

- 31. Local Development Permits.** The development of the SAP in accordance with the Existing Zoning is contemplated by the Developer, and may require additional permits or approvals from the City, County, State or Federal governments or any division thereof. Subject to required legal processes and approvals, the City shall make a good faith effort to take all reasonable steps to cooperate with and facilitate all such City approvals, and to aid in facilitating all other approvals. Such permits and approvals may include, without limitation, the following as well as any successor or analogous permits and approvals:
- (a) Waiver(s), Warrant(s), Exception(s), Variances and SAP Permits;
 - (b) Subdivision plat and/or waiver of plat approvals;
 - (c) Public works approvals;
 - (d) Street vacations and closures;
 - (e) Covenant-in-Lieu of Unity of Title and/or Unity of Title and/or Declaration of Restrictions acceptance and the release of any existing unities, covenants or Declarations of Restrictions;
 - (f) Water and sanitary sewage agreement(s);
 - (g) Paving and drainage plans and permits;
 - (h) Tree removal permits;
 - (i) Demolition permits;
 - (j) Environmental Resource Permits;
 - (k) County transit approvals;
 - (l) County right-of-way approvals;
 - (m) Historic preservation approvals;
 - (n) Federal Aviation Administration (FAA) and Miami-Dade Aviation Department (MDAD) determination(s) and approval(s);
 - (o) Right-of-way permits or licenses;
 - (p) Miami Parking Authority (MPA) approvals;
 - (q) Temporary use permits and temporary/special event permits;
 - (r) Building permits;
 - (s) Certificates of use and/or occupancy;

**MAGIC CITY INNOVATION DISTRICT SAP
DEVELOPMENT AGREEMENT – DRAFT 3/5/19**

- (t) Stormwater permits; and
- (u) Any other official action of the City or other government agency having the effect of permitting or authorizing Development within the SAP Area.

In the event that the City substantially modifies its land development regulations regarding site plan approval procedures, authority to approve any site plan for a project within the SAP Area shall be vested solely in the City Manager, with the recommendation of the Planning Director. Any such site plan shall be approved if it meets the requirements and criteria of the Existing Zoning, the Comprehensive Plan and the terms of this Agreement.

- 32. Necessity of Complying with Regulations Relative to Development Permits.** The Developer and the City agree that the failure of this Agreement to address a particular permit, condition, fee, term, license or restriction in effect on the Effective Date shall not relieve the Developer of the necessity of complying with the regulation governing said permitting requirements, conditions, fees, terms, licenses or restrictions. Pursuant to Section 163.3241, Florida Statutes (2018), if State or Federal laws are enacted after the execution of this Agreement which are applicable to and preclude the parties' compliance with its terms, this Agreement shall be modified or revoked as is necessary to comply with the relevant State or Federal laws.
- 33. Consistency with Comprehensive Plan; Public Facilities.** The City finds that development of the SAP Area as proposed by the SAP is in conformity with the Existing Zoning and is consistent with the Comprehensive Plan. As of the Effective Date, the Developer has conducted an extensive analysis of the Public Facilities available to serve the SAP Area and the Project. In the event that the Existing Zoning and/or the Comprehensive Plan requires the Developer to provide additional Public Facilities to address any deficiencies in officially required levels of service occasioned by future development within the SAP Area or as a result of the development of the Project, the Developer will provide such Public Facilities consistent with the timing requirements of Section 163.3180, Florida Statutes (2018), or as otherwise required by Chapter 13 of the City Code, if applicable. In each such case, the Developer shall be bound by the City impact fees and assessments in existence as of the Effective Date of this Agreement.
- 34. Cooperation; Expedited Permitting; Time is of the Essence.** The Parties agree to cooperate with each other to the full extent practicable pursuant to the terms and conditions of this Agreement. The Parties agree that time is of the essence in all aspects of their respective and mutual responsibilities under this Agreement. The City agrees to use its best efforts to expedite the permitting and approval processes applicable to development within the SAP Area in an effort to assist the Developer in achieving its development and construction milestones. To such end, the City shall accommodate requests from the Developer's general contractor and subcontractors for review of phased or multiple permitting packages, such as those for excavation, site work and foundations, building shell, core and interiors. In addition, the City shall designate an individual within the City Manager's office who will have a primary (though not exclusive) duty to serve as the City's point of contact and liaison with the Developer in order to facilitate

**MAGIC CITY INNOVATION DISTRICT SAP
DEVELOPMENT AGREEMENT – DRAFT 3/5/19**

expediting the processing and issuance of all permit and license applications and approvals across all the various departments and offices of the City which have the authority or right to review and approve all applications for such permits and licenses required for development within the SAP Area. Notwithstanding the foregoing, the City shall not be obligated to issue any Development Permit to the extent the Developer does not comply with the applicable requirements of the Existing Zoning, the Comprehensive Plan, this Agreement or applicable building codes or regulations.

35. Reservation of Development Rights.

- (a) For the term of this Agreement, the City hereby agrees that it shall permit the development of the SAP Property in accordance with the Existing Zoning, the Comprehensive Plan and this Agreement.
- (b) Nothing herein shall prohibit an increase in the density or intensity of development permitted on the SAP Property in a manner consistent with (i) the Existing Zoning and/or the Comprehensive Plan, (ii) any zoning change subsequently requested or initiated by the Developer in accordance with the provisions of applicable law or (iii) any zoning change subsequently enacted by the City.
- (c) 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 Developer or its successors, grantees, heirs or assigns to continued development of the SAP Property in conformity with the Existing Zoning and all current and prior active and approved development permits or development orders granted by the City under the Existing Zoning.

36. Annual Report and Review.

- (a) This Agreement shall be reviewed by the City annually on the anniversary of the Effective Date. The Developer, or its representative or agent, shall submit an annual report to the City for review at least thirty (30) days prior to the annual review date. The annual report shall contain a section by section description of the Developer's compliance with its obligations under this Agreement. Any information required of the Developer to be included in the annual report shall be limited to that information necessary for the City to reasonably determine the extent to which the Developer has complied or is proceeding in good faith to comply, as applicable, with the terms of this Agreement. The Developer's obligation to submit an annual report shall cease as of the date on which this Agreement is terminated pursuant to any such term or provision herein.
- (b) If the City finds in the annual report, on the basis of competent substantial evidence, that the Developer has failed to comply with any of its obligations under this Agreement, the City may take action to terminate or amend this Agreement as

**MAGIC CITY INNOVATION DISTRICT SAP
DEVELOPMENT AGREEMENT – DRAFT 3/5/11/19**

set forth in this subsection. The City shall provide the Developer with written notice of its intent to terminate or amend the Agreement, and such notice shall state the reasons for the termination or amendment. Upon receipt of such written notice, the Developer shall have thirty (30) days to cure the default, or such longer period of time as may reasonably be necessary to cure the default if it is of such nature that cannot be cured within thirty (30) days; provided, however, that the Developer commences action to cure the default within thirty (30) days and diligently pursues the cure thereafter. Should the Developer fail to cure within the aforementioned periods, as applicable, the City may terminate or amend this Agreement by holding two (2) public hearings before the City Commission to consider and deliberate regarding such termination or amendment.

- 37. Notices.** All notices, demands and requests which may or are required to be given hereunder shall, except as otherwise expressly provided, be in writing and delivered by personal service or sent by United States Registered or Certified Mail, return receipt requested, postage prepaid, or by overnight express delivery, such as Federal Express, to the Parties at the addresses listed below. Any notice given pursuant to this Agreement shall be deemed given when received. Any actions required to be taken hereunder which fall on Saturday, Sunday or United States legal holidays shall be deemed to be performed timely when taken on the succeeding day thereafter which shall not be a Saturday, Sunday or legal holiday.

To the City:

City Manager, City of Miami
Miami Riverside Center
444 SW 2nd Avenue, 10th Floor
Miami, Florida 33130

With copies to:

City Attorney
Office of the City Attorney
Miami Riverside Center
444 SW 2nd Avenue, Suite 945
Miami, Florida 33130

Director of Planning and Zoning
Planning & Zoning Department
Miami Riverside Center
444 SW 2nd Avenue, 3rd Floor
Miami, FL 33130

To the Developer:

Mr. Neil Fairman
Mr. Anthony Burns

**MAGIC CITY INNOVATION DISTRICT SAP
DEVELOPMENT AGREEMENT – DRAFT 3/5/19**

Mr. George Helmstetter
c/o Plaza Equity Partners, LLC
SunTrust International Center
One SE 3rd Avenue, Suite 2110
Miami, FL 33131

With copies to:

Neisen O. Kasdin, Esq.
c/o Akerman LLP
98 SE 7th Street, Suite 1100
Miami, Florida 33131

Any Party to this Agreement may change its notification address(es) by providing written notification to the remaining Parties pursuant to the requirements of this Section 37.

38. Joinder.

- (a) If, subsequent to the Effective Date, the Developer (or its successors, grantees, heirs or assigns) seeks to incorporate additional Abutting (as defined in Miami 21) property into the SAP, such additional property shall also be incorporated into this Agreement, subjecting it to the rights and obligations established hereunder; provided, that the Developer shall obtain all required City approvals to incorporate such additional property into the SAP (including review and recommendation by the City's Planning, Zoning and Appeals Board and approval by the City Commission), and shall either (i) amend this Agreement in accordance with the provisions hereof to include such additional property, or (ii) execute and record the Joinder Form and Acknowledgement of Joinder attached hereto as **Exhibit "G"** to incorporate such additional property (and provide a recorded copy to the City Clerk). Notwithstanding the foregoing, if, in connection with the incorporation of additional Abutting property into the SAP, any term or provision of this Agreement must be amended for the SAP to remain in compliance with Miami 21 (including Article 3.9 thereof), then this Agreement shall be amended in accordance with the terms hereof.
- (b) The Parties agree that any property which is incorporated into this Agreement subsequent to the Effective Date in accordance with this provision shall be subject to the Existing Zoning, the Comprehensive Plan and the general terms of the SAP and this Agreement. In the event that the City does not afford any subsequently incorporated property with the protections of the Existing Zoning, the Comprehensive Plan and the terms of the SAP and this Agreement, the City will be deemed to have breached this Agreement.
- (c) Nothing herein shall prohibit the Developer from objecting to any City policy that would not afford a subsequently incorporated property into the SAP Area and this Agreement with the protections of the Existing Zoning, the Comprehensive Plan and the terms of the SAP and this Agreement, as applicable.

**MAGIC CITY INNOVATION DISTRICT SAP
DEVELOPMENT AGREEMENT – DRAFT 3/5/19**

39. **Authorization to Withhold Permits and Inspections.** In the event the Developer is obligated to make payments or improvements under the terms of this Agreement or to take or refrain from taking any other action under this Agreement, and such obligations are not performed as required, in addition to any other remedies available, the City is hereby authorized to withhold any further Development Permits, and refuse any inspections or grant any development approvals until such time as this Agreement is fully complied with.
40. **Exclusive Venue; Choice of Law; Specific Performance.** It is mutually understood and agreed by the Parties that this Agreement shall be governed by the laws of the State of Florida, and any applicable Federal law, both as to interpretation and performance, and that any action at law, suit in equity or judicial proceedings for the enforcement of this Agreement or any provision hereof shall be instituted only in the courts of the State of Florida or Federal courts, and venue for any such actions shall lie exclusively in a court of competent jurisdiction in the County. In addition to any other legal rights and remedies under applicable law, the City and the Developer shall each have the right to specific performance of this Agreement in court. Each Party shall bear its own attorney's fees. Each Party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction. The Parties irrevocably waive any rights to a jury trial.
41. **Voluntary Compliance.** The Parties agree that in the event all or any part of this Agreement is struck down by judicial proceedings or preempted by legislative action, the Parties shall continue to honor the terms and conditions of this Agreement to the extent allowed by law.
42. **No Oral Change or Termination.** This Agreement and the exhibits and attachments appended hereto and incorporated by reference constitute the entire agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes any prior agreements or understandings between the Parties with respect to the subject matter hereof. No change, modification or discharge hereof in whole or in part shall be effective unless such change, modification or discharge is in writing and signed by the Party against whom enforcement of the change, modification or discharge is sought (and, if applicable, after such change, modification or discharge is effected in compliance with Section 54 of this Agreement). This Agreement cannot be changed or terminated orally.
43. **Compliance with Applicable Law.** Subject to the terms and conditions of this Agreement, throughout the term of this Agreement, the Developer and the City shall comply with all applicable Federal, State and local laws, rules, regulations, codes, ordinances, resolutions, administrative orders, permits, policies and procedures and orders that govern or relate to the respective Parties' obligations and performance under this Agreement, all as they may be amended from time to time.

**MAGIC CITY INNOVATION DISTRICT SAP
DEVELOPMENT AGREEMENT – DRAFT 3/5/11/19**

- 44. Representations.** Each Party represents to the other(s) that this Agreement has been duly authorized, executed and delivered by such Party and constitutes the legal, valid and binding obligation of such Party, enforceable in accordance with its terms.
- 45. No Exclusive Remedies.** No remedy or election given by any provision in this Agreement shall be deemed exclusive unless expressly so indicated. Wherever possible, the remedies granted hereunder upon a default of the other Party shall be cumulative and in addition to all other remedies at law or equity arising from such event of default, except where otherwise expressly provided.
- 46. Events of Default.**
- (a) The Developer shall be in default under this Agreement if the Developer fails to perform or breaches any term(s), covenant(s) or condition(s) of this Agreement, which breach is not cured within thirty (30) days after receipt of written notice from the City specifying the nature of such breach; provided, however, that if such breach cannot reasonably be cured within thirty (30) days, then the Developer shall not be in default if it commences to cure such breach within said thirty (30) day period and diligently prosecutes such cure to completion.
 - (b) The City shall be in default under this Agreement if the City fails to perform or breaches any term(s), covenant(s) or condition(s) of this Agreement and such failure is not cured within thirty (30) days after receipt of written notice from the Developer specifying the nature of such breach; provided, however, that if such breach cannot reasonably be cured within thirty (30) days, the City shall not be in default if it commences to cure such breach within said thirty (30) day period and diligently prosecutes such cure to completion.
 - (c) It shall not be a default under this Agreement if any Party is declared bankrupt by a court of competent jurisdiction. All rights and obligations in this Agreement shall survive such bankruptcy of any Party. The Parties hereby forfeit any right to terminate this Agreement upon the bankruptcy of a Party.
 - (d) Notwithstanding the foregoing or anything contained in this Agreement to the contrary, and provided the SAP as a whole remains in compliance with the minimum requirements of Article 3.9 of Miami 21, (i) a default by any successor(s), grantee(s), heir(s) or assign(s) of the Developer of any portion of this Agreement shall not be deemed to be a breach by (A) the Developer, or (B) any other successor, grantee, heir or assignee of the Developer; and (ii) a default by the Developer under this Agreement shall not be deemed to be a breach by any successor(s) grantee(s), heir(s) or assignee(s) of the Developer of their respective rights, duties or obligations under this Agreement. For purposes of clarity, the Project may be developed by multiple parties in multiple phases. Any actual or alleged default by a developer of a portion(s) or phase(s) of the Project, including without limitation the Developer, shall not cause, nor be treated, deemed, or

**MAGIC CITY INNOVATION DISTRICT SAP
DEVELOPMENT AGREEMENT – DRAFT 3/5/19**

construed as a default by another developer or Party with respect to any other portion(s), phase(s) or component(s) of the Project.

47. Remedies Upon Default.

- (a) Neither Party may terminate this Agreement upon the default by another Party, except as expressly otherwise provided herein including at Section 36(b), but shall have all of the remedies enumerated herein.
- (b) Upon the occurrence of a default by a Party to this Agreement not cured within the applicable grace period, the Developer and the City agree that any Party may seek specific performance of this Agreement, and that seeking specific performance shall not waive any right of such Party to also seek monetary damages, injunctive relief or any other relief available under applicable law other than termination of this Agreement.

48. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, hereafter be determined by a court or other legal authority of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

49. Assignment and Transfer. This Agreement shall be binding on the Developer and its heirs, grantees, successors and assigns, including the successor to or assignee of any Property Interest. The Developer, in its sole discretion, may assign, in whole or in part, this Agreement or any of its rights and obligations hereunder, or may extend the benefits of this Agreement, to any holder of a Property Interest without the prior written consent or any other approval of the City. The Developer shall provide written notice of any such assignment to the City in accordance with the requirements of Section 37. Any such assignee shall in writing in a legal form acceptable to the City Attorney, assume all applicable rights and obligations under this Agreement, and upon such assumption, the assigning Party shall be released from all obligations assumed by such assignee.

50. Obligations Surviving Termination Hereof. Notwithstanding and prevailing over any contrary term or provision contained herein, in the event of any lawful termination of this Agreement, the following obligations shall survive such termination and continue in full force and effect until the expiration of a one (1) year term following the earlier of the effective date of such termination or the expiration of the Term: (i) the exclusive venue and choice of law provisions contained herein; (ii) rights of any Party arising during or attributable to the period prior to expiration or earlier termination of this Agreement; and (iii) any other term or provision herein which expressly indicates either that it survives the termination or expiration hereof or is or may be applicable or effective beyond the expiration or permitted early termination hereof.

**MAGIC CITY INNOVATION DISTRICT SAP
DEVELOPMENT AGREEMENT – DRAFT 3/5/11/19**

51. **Lack of Agency Relationship.** Nothing contained herein shall be construed as establishing an agency, partnership or joint venture relationship between the City and the Developer, and neither the Developer nor its employees, agents, contractors, subsidiaries, divisions, affiliates or guests shall be deemed agents, instrumentalities, employees or contractors of the City for any purpose hereunder, and the City, its contractors, agents and employees shall not be deemed contractors, agents or employees of the Developer or its subsidiaries, divisions or affiliates.
52. **Successors, Assigns and Designees.** The covenants and obligations set forth in this Agreement shall extend to the Developer, and its successors, grantees, heirs and assigns. Nothing contained herein shall be deemed to be a dedication, conveyance or grant to the public in general nor to any persons or entities except as expressly set forth herein.
53. **Enforcement.**
- (a) In the event that the Developer, its successors, grantees, heirs and/or assigns, as applicable, fails to act in accordance with the terms of the Existing Zoning, the City shall seek enforcement of said violation upon the applicable portion of the SAP Property owned by the Developer or its successors, grantees, heirs and/or assigns, as applicable.
 - (b) Enforcement of this Agreement shall be by action against any Parties or person violating, or attempting to violate, any covenants or agreements set forth in this Agreement. Each party to any such action shall bear their own attorney's fees.
 - (c) This enforcement provision shall be in addition to any other remedies available at law, in equity or both.
54. **Amendment or Termination by Mutual Consent.** This Agreement may not be amended or terminated during its Term except by mutual agreement of the Developer (including its successors, grantees, heirs and assigns, as applicable) and the City in writing (except as expressly provided otherwise herein including at Section 36(b)). Prior to amending or terminating this Agreement, the City Commission shall hold two (2) duly noticed public hearings on the matter.
- (a) Notwithstanding the foregoing, and as provided in this Agreement, the Project may be developed in one (1) or more phases in accordance with the Existing Zoning and this Agreement. This Agreement may be modified, amended or released as to any phase, or any portion thereof, by a written instrument executed by the then owner(s) of such phase, provided that the same is also approved by the City Commission at two (2) public hearings and that following such modification, amendment or release all other Miami 21 minimum requirements for Special Area Plans continue to be complied with (such as minimum acreage). In the event that there is a recorded homeowners, master, condominium and/or other association covering the SAP Property, or any phase or any portion thereof, said association may (in lieu of the signature or consent of the individual members or owners), on

**MAGIC CITY INNOVATION DISTRICT SAP
DEVELOPMENT AGREEMENT – DRAFT 3/5/19**

behalf of its members and in accordance with its articles of incorporation and bylaws, consent to any proposed modification, amendment or release (in whole or in part) of this Agreement by written instrument executed by the association. Any consent made pursuant to a vote of an association shall be evidenced by a written resolution of the association and a certification executed by the secretary of the association's board of directors affirming that the vote complied with the articles of incorporation and the bylaws of the association. For purposes of this Agreement, references to "condominium association" or "association" shall mean any condominium or other association or entity, including master association, as applicable, which governs any portion of the SAP Property.

55. **Third-Party Defense.** The City and the Developer shall each, at their own cost and expense, vigorously defend any claims, suits or demands brought against them by third parties challenging this Agreement or the Project, or objecting to any aspect thereof, including without limitation, (i) a consistency challenge pursuant to Section 163.3215, Florida Statutes (2018), (ii) a petition for writ of certiorari, (iii) an action for declaratory judgment or (iv) any claims for loss, damage, liability or expense (including reasonable attorneys' fees). The City and the Developer shall promptly give the other written notice of any such action, including those that are pending or threatened, and copies of all responses, filings and pleadings with respect thereto.
56. **No Third-Party Beneficiary.** No persons or entities other than the Developer and the City, and their heirs and permitted successors, grantees and assigns, shall have any rights whatsoever under this Agreement.
57. **Recording.** This Agreement shall be recorded in the Public Records of the County by the Developer at the Developer's expense and shall inure to the benefit of the City. A copy of the recorded Agreement shall be provided to the City Clerk and City Attorney within two (2) weeks of recording.
58. **No Conflict of Interest.** The Developer agrees to comply with Section 2-612 of the City Code as of the Effective Date, with respect to conflicts of interest.
59. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.
60. **Estoppel Certificate.** Upon request by any Party to this Agreement, or any of its successors, grantees, heirs and/or assigns, the City shall deliver, within thirty (30) days after such request is made, a certificate in writing (in a recordable form, if requested) certifying (i) that this Agreement is unmodified and in full force and effect (or if there have been any modifications, a description of such modifications and confirmation that this Agreement as modified is in full force and effect); (ii) that to the best knowledge of the City, the requesting Party is not, at that time, in default under any provision of this Agreement, or, if in default, the nature thereof in detail; (iii) to the best knowledge of the City, whether such Party has a claim against any other Party under this Agreement, and, if

**MAGIC CITY INNOVATION DISTRICT SAP
DEVELOPMENT AGREEMENT – DRAFT 3/511/19**

so, the nature thereof and the dollar amount of such claim; and (iv) such other matters as such requesting Party or its lender may reasonably request. The Parties further agree that such certificate shall be in a form reasonably acceptable to the City Attorney and may, in addition to the Developer (including its successors and assigns) be relied upon by (i) any prospective purchaser of the fee or mortgage or assignee of any mortgage on the fee of the SAP Property or any portion thereof and/or (ii) any prospective or existing lender of the Developer (including its successors and assigns) as identified by the Developer in its request therefore.

NOW, THEREFORE, the City and the Developer have caused this Agreement to be duly executed.

[Signature Pages for the City and the Developer Follow]

CITY OF MIAMI, FLORIDA

By: _____
Emilio T. Gonzalez, City Manager

ATTEST:

By: _____
Todd B. Hannon, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Victoria Méndez, City Attorney

MCD MIAMI, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

Witnesses:

Print Name: _____

Print Name: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____ of MCD Miami, LLC, a Delaware limited liability company. Personally Known ____ or Produced Identification ____.
Type of Identification Produced _____.

NOTARY SIGNATURE
Print or Stamp Name: _____
Notary Public, State of Florida
Commission No.: N/A
My Commission Expires: _____

**MAGIC CITY PROPERTIES I, LLC, a
Delaware limited liability company**

By: _____
Name: _____
Title: _____

Witnesses:

Print Name: _____

Print Name: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____ of Magic City Properties I, LLC, a Delaware limited liability company. Personally Known ____ or Produced Identification ____.

Type of Identification Produced _____.

NOTARY SIGNATURE
Print or Stamp Name: _____
Notary Public, State of Florida
Commission No.: N/A
My Commission Expires: _____

**MAGIC CITY PROPERTIES II, LLC, a
Delaware limited liability company**

By: _____
Name: _____
Title: _____

Witnesses:

Print Name: _____

Print Name: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____ of Magic City Properties II, LLC, a Delaware limited liability company. Personally Known ____ or Produced Identification ____.

Type of Identification Produced _____.

NOTARY SIGNATURE
Print or Stamp Name: _____
Notary Public, State of Florida
Commission No.: N/A
My Commission Expires: _____

**MAGIC CITY PROPERTIES III, LLC, a
Delaware limited liability company**

By: _____
Name: _____
Title: _____

Witnesses:

Print Name: _____

Print Name: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____ of Magic City Properties III, LLC, a Delaware limited liability company. Personally Known ____ or Produced Identification ____.

Type of Identification Produced _____.

NOTARY SIGNATURE
Print or Stamp Name: _____
Notary Public, State of Florida
Commission No.: N/A
My Commission Expires: _____

**MAGIC CITY PROPERTIES IV, LLC, a
Delaware limited liability company**

By: _____
Name: _____
Title: _____

Witnesses:

Print Name: _____

Print Name: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____,
2018, by _____, as _____ of Magic City Properties IV,
LLC, a Delaware limited liability company. Personally Known ____ or Produced Identification
_____.

Type of Identification Produced _____.

NOTARY SIGNATURE
Print or Stamp Name: _____
Notary Public, State of Florida
Commission No.: N/A
My Commission Expires: _____

**MAGIC CITY PROPERTIES V, LLC, a
Delaware limited liability company**

By: _____
Name: _____
Title: _____

Witnesses:

Print Name: _____

Print Name: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____,
2018, by _____, as _____ of Magic City Properties V,
LLC, a Delaware limited liability company. Personally Known ____ or Produced Identification
_____.

Type of Identification Produced _____.

NOTARY SIGNATURE
Print or Stamp Name: _____
Notary Public, State of Florida
Commission No.: N/A
My Commission Expires: _____

**MAGIC CITY PROPERTIES VI, LLC, a
Delaware limited liability company**

By: _____
Name: _____
Title: _____

Witnesses:

Print Name: _____

Print Name: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____,
2018, by _____, as _____ of Magic City Properties VI,
LLC, a Delaware limited liability company. Personally Known ____ or Produced Identification
_____.

Type of Identification Produced _____.

NOTARY SIGNATURE
Print or Stamp Name: _____
Notary Public, State of Florida
Commission No.: N/A
My Commission Expires: _____

**MAGIC CITY PROPERTIES VII, LLC, a
Delaware limited liability company**

By: _____
Name: _____
Title: _____

Witnesses:

Print Name: _____

Print Name: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____,
2018, by _____, as _____ of Magic City Properties VII,
LLC, a Delaware limited liability company. Personally Known ____ or Produced Identification
_____.

Type of Identification Produced _____.

NOTARY SIGNATURE
Print or Stamp Name: _____
Notary Public, State of Florida
Commission No.: N/A
My Commission Expires: _____

**MAGIC CITY PROPERTIES VIII, LLC, a
Delaware limited liability company**

By: _____
Name: _____
Title: _____

Witnesses:

Print Name: _____

Print Name: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____ of Magic City Properties VIII, LLC, a Delaware limited liability company. Personally Known ____ or Produced Identification ____.

Type of Identification Produced _____.

NOTARY SIGNATURE
Print or Stamp Name: _____
Notary Public, State of Florida
Commission No.: N/A
My Commission Expires: _____

**MAGIC CITY PROPERTIES IX, LLC, a
Delaware limited liability company**

By: _____
Name: _____
Title: _____

Witnesses:

Print Name: _____

Print Name: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____,
2018, by _____, as _____ of Magic City Properties IX,
LLC, a Delaware limited liability company. Personally Known ____ or Produced Identification
_____.

Type of Identification Produced _____.

NOTARY SIGNATURE
Print or Stamp Name: _____
Notary Public, State of Florida
Commission No.: N/A
My Commission Expires: _____

**MAGIC CITY PROPERTIES X, LLC, a
Delaware limited liability company**

By: _____
Name: _____
Title: _____

Witnesses:

Print Name: _____

Print Name: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____,
2018, by _____, as _____ of Magic City Properties X,
LLC, a Delaware limited liability company. Personally Known ____ or Produced Identification
_____.

Type of Identification Produced _____.

NOTARY SIGNATURE
Print or Stamp Name: _____
Notary Public, State of Florida
Commission No.: N/A
My Commission Expires: _____

**MAGIC CITY PROPERTIES XI, LLC, a
Delaware limited liability company**

By: _____
Name: _____
Title: _____

Witnesses:

Print Name: _____

Print Name: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____,
2018, by _____, as _____ of Magic City Properties XI,
LLC, a Delaware limited liability company. Personally Known ____ or Produced Identification
_____.

Type of Identification Produced _____.

NOTARY SIGNATURE
Print or Stamp Name: _____
Notary Public, State of Florida
Commission No.: N/A
My Commission Expires: _____

**MAGIC CITY PROPERTIES XIV, LLC, a
Delaware limited liability company**

By: _____
Name: _____
Title: _____

Witnesses:

Print Name: _____

Print Name: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____ of Magic City Properties XIV, LLC, a Delaware limited liability company. Personally Known ____ or Produced Identification ____.

Type of Identification Produced _____.

NOTARY SIGNATURE
Print or Stamp Name: _____
Notary Public, State of Florida
Commission No.: N/A
My Commission Expires: _____

**MAGIC CITY PROPERTIES XV, LLC, a
Delaware limited liability company**

By: _____
Name: _____
Title: _____

Witnesses:

Print Name: _____

Print Name: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____,
2018, by _____, as _____ of Magic City Properties XV,
LLC, a Delaware limited liability company. Personally Known ____ or Produced Identification
_____.

Type of Identification Produced _____.

NOTARY SIGNATURE
Print or Stamp Name: _____
Notary Public, State of Florida
Commission No.: N/A
My Commission Expires: _____

**MAGIC CITY PROPERTIES XVI, LLC, a
Delaware limited liability company**

By: _____
Name: _____
Title: _____

Witnesses:

Print Name: _____

Print Name: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____ of Magic City Properties XVI, LLC, a Delaware limited liability company. Personally Known ____ or Produced Identification ____.

Type of Identification Produced _____.

NOTARY SIGNATURE
Print or Stamp Name: _____
Notary Public, State of Florida
Commission No.: N/A
My Commission Expires: _____

**MAGIC CITY PROPERTIES XVII, LLC, a
Delaware limited liability company**

By: _____
Name: _____
Title: _____

Witnesses:

Print Name: _____

Print Name: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____,
2018, by _____, as _____ of Magic City Properties XVII,
LLC, a Delaware limited liability company. Personally Known ____ or Produced Identification
_____.

Type of Identification Produced _____.

NOTARY SIGNATURE
Print or Stamp Name: _____
Notary Public, State of Florida
Commission No.: N/A
My Commission Expires: _____

MAGIC CITY PROPERTIES XVIII, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Witnesses:

Print Name: _____

Print Name: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____ of Magic City Properties XVIII, LLC, a Delaware limited liability company. Personally Known ____ or Produced Identification ____.

Type of Identification Produced _____.

NOTARY SIGNATURE
Print or Stamp Name: _____
Notary Public, State of Florida
Commission No.: N/A
My Commission Expires: _____

**MAGIC CITY PROPERTIES XIX, LLC, a
Delaware limited liability company**

By: _____
Name: _____
Title: _____

Witnesses:

Print Name: _____

Print Name: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____,
2018, by _____, as _____ of Magic City Properties XIX,
LLC, a Delaware limited liability company. Personally Known ____ or Produced Identification
_____.

Type of Identification Produced _____.

NOTARY SIGNATURE
Print or Stamp Name: _____
Notary Public, State of Florida
Commission No.: N/A
My Commission Expires: _____

**MAGIC CITY PROPERTIES XX, LLC, a
Delaware limited liability company**

By: _____
Name: _____
Title: _____

Witnesses:

Print Name: _____

Print Name: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____,
2018, by _____, as _____ of Magic City Properties XX,
LLC, a Delaware limited liability company. Personally Known ____ or Produced Identification
_____.

Type of Identification Produced _____.

NOTARY SIGNATURE
Print or Stamp Name: _____
Notary Public, State of Florida
Commission No.: N/A
My Commission Expires: _____

**MAGIC CITY PROPERTIES XXI, LLC, a
Delaware limited liability company**

By: _____
Name: _____
Title: _____

Witnesses:

Print Name: _____

Print Name: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____ of Magic City Properties XXI, LLC, a Delaware limited liability company. Personally Known ____ or Produced Identification ____.

Type of Identification Produced _____.

NOTARY SIGNATURE
Print or Stamp Name: _____
Notary Public, State of Florida
Commission No.: N/A
My Commission Expires: _____

**MAGIC CITY PROPERTIES XXII, LLC, a
Delaware limited liability company**

By: _____
Name: _____
Title: _____

Witnesses:

Print Name: _____

Print Name: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____,
2018, by _____, as _____ of Magic City Properties XXII,
LLC, a Delaware limited liability company. Personally Known ____ or Produced Identification
_____.

Type of Identification Produced _____.

NOTARY SIGNATURE
Print or Stamp Name: _____
Notary Public, State of Florida
Commission No.: N/A
My Commission Expires: _____

MAGIC CITY PROPERTIES XXIII, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Witnesses:

Print Name: _____

Print Name: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____ of Magic City Properties XXIII, LLC, a Delaware limited liability company. Personally Known ____ or Produced Identification ____.

Type of Identification Produced _____.

NOTARY SIGNATURE
Print or Stamp Name: _____
Notary Public, State of Florida
Commission No.: N/A
My Commission Expires: _____

MAGIC CITY PROPERTIES XXIV, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Witnesses:

Print Name: _____

Print Name: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____ of Magic City Properties XXIV, LLC, a Delaware limited liability company. Personally Known ____ or Produced Identification ____.

Type of Identification Produced _____.

NOTARY SIGNATURE
Print or Stamp Name: _____
Notary Public, State of Florida
Commission No.: N/A
My Commission Expires: _____

**MAGIC CITY PROPERTIES XXV, LLC, a
Delaware limited liability company**

By: _____
Name: _____
Title: _____

Witnesses:

Print Name: _____

Print Name: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____,
2018, by _____, as _____ of Magic City Properties XXV,
LLC, a Delaware limited liability company. Personally Known ____ or Produced Identification
_____.

Type of Identification Produced _____.

NOTARY SIGNATURE
Print or Stamp Name: _____
Notary Public, State of Florida
Commission No.: N/A
My Commission Expires: _____

**DRAGON GLOBAL MIAMI REAL
ESTATE INVESTMENTS, LLC, a Florida
limited liability company**

By: _____
Name: _____
Title: _____

Witnesses:

Print Name: _____

Print Name: _____

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

The foregoing instrument was acknowledged before me this ____ day of _____,
2018, by _____, as _____ of Dragon Global Miami Real
Estate Investments, LLC, a Florida limited liability company. Personally Known ____ or
Produced Identification ____.
Type of Identification Produced _____.

NOTARY SIGNATURE
Print or Stamp Name: _____
Notary Public, State of Florida
Commission No.: N/A
My Commission Expires: _____

LEMON CITY GROUP, LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____

Witnesses:

Print Name: _____

Print Name: _____

STATE OF _____)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____ of Lemon City Group, LLC, a Florida limited liability company. Personally Known ____ or Produced Identification ____.
Type of Identification Produced _____.

NOTARY SIGNATURE
Print or Stamp Name: _____
Notary Public, State of _____
Commission No.: N/A
My Commission Expires: _____

**IMPERIAL CAPITAL GROUP, LLC, a
Florida limited liability company**

By: _____
Name: _____
Title: _____

Witnesses:

Print Name: _____

Print Name: _____

STATE OF _____)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____ of Imperial Capital Group, LLC, a Florida limited liability company. Personally Known ____ or Produced Identification ____.

Type of Identification Produced _____.

NOTARY SIGNATURE
Print or Stamp Name: _____
Notary Public, State of _____
Commission No.: N/A
My Commission Expires: _____

EXHIBIT A
Aerial Map, Addresses and Legal Descriptions of SAP Parcels

See attached.

EXHIBIT B
Approved Regulating Plan

See attached.

EXHIBIT C
Approved Concept Book

See attached.

EXHIBIT D
Conceptual Phasing Schedule

See attached.

EXHIBIT E
Adopted Little Haiti/Lemon City Design Guidelines

See attached.

EXHIBIT F
List of Required Roadway Improvements

See attached.

EXHIBIT G
Joinder Form

See attached.

-

Document comparison by Workshare 9 on Monday, March 11, 2019 12:06:39 PM

Input:	
Document 1 ID	interwovenSite://PDC-DMS/Active/42702385/32
Description	#42702385v32<Active> - Magic City SAP Development Agreement
Document 2 ID	interwovenSite://PDC-DMS/Active/42702385/34
Description	#42702385v34<Active> - Magic City SAP Development Agreement
Rendering set	standard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	34
Deletions	10
Moved from	1
Moved to	1
Style change	0
Format changed	0
Total changes	46