

RESOLUTION NO. 17- 1504

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING A FIRST AMENDMENT TO DEVELOPMENT AGREEMENT AMONG F71-1, LLC, F69-1, LLC, LENNAR HOMES, LLC, AND THE TOWN OF MIAMI LAKES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on March 28, 2011, the Town of Miami Lakes (the “Town”) Council adopted Resolution No. 11-883, which approved a Chapter 163, Florida Statutes, Development Agreement (the "Development Agreement") concerning the future development of certain Property more particularly defined therein as “Parcel A,” “Parcel B,” and “Parcel C;” and

WHEREAS, the parties to the original Development Agreement were F71-1, LLC, F69-1, LLC and the Town; and

WHEREAS, F71-1, LLC and F69-1, LLC are the legal and equitable owners of those certain parcels of land, located at the Northwest and Northeast corners of Northwest 87 Avenue and Northwest 154 Street within the boundaries of the Town and identified by Miami-Dade County Tax Folio No. 32-2016-000-0020 (“Parcel C” or “Dunnwoody Lake Commercial Area”) and 32-2015-001-0500 (“Parcel B” or “Dunnwoody Forest”), except for the portion of Parcel B comprised of approximately 5.19 acres that was conveyed by F69-1, LLC to the Town and accepted by the Town via Resolution No. 15-1337, as set forth in the deed recorded on March 30, 2016 in Miami-Dade County Official Records Book 30017, Page 3590; and

WHEREAS, on January 7, 2016, Lennar Homes, LLC (“Lennar”) acquired from F71-1, LLC and became the developer of that certain parcel of land, located at the Northwest corner of Northwest 87 Avenue and Northwest 154 Street within the boundaries of the Town, as identified by Miami-Dade County Tax Folio No. 32-2016-000-0040 and as identified in Miami-Dade County Official Records at Plat Book 172 Page 35 (“Parcel A” or “Dunnwoody Lake Residential Area”); and

WHEREAS, pursuant to Sections 9 and 10 of the Development Agreement, the first developer (“First Developer”) of any of the three parcels identified in the Development Agreement is required to complete certain roadway infrastructure improvements to achieve a transportation final concurrency determination (“Roadway Improvements”); and

WHEREAS, after approving the Development Agreement, on February 3, 2015, by Resolution No. 15-1281, the Town commissioned an Alternative to Concurrency Study to encourage multimodal concurrency mitigation to supplement more traditional on and off-site

transportation improvements (such as those contemplated in Section 9(b) of the Development Agreement), and determine methods to allow for the mitigation of transportation impacts of development that will more equitably fund multimodal mobility improvements rather than only automobile related improvements, as well as encourage better quality development and be more business friendly by providing for a simpler and less time-intensive approval process; and

WHEREAS, on November 3, 2015, the Town adopted Resolution No. 15-1336, which established that F71-1, LLC could satisfy the Town's transportation concurrency requirements for the development of the Dunnwoody Lake Residential Area by voluntarily selecting from a number of alternatives, including providing for alternative mitigation as set forth in the Alternative to Concurrency Study, if adopted by the Town Council; and

WHEREAS, on April 16, 2016, the Town Council adopted Ordinance No. 16-192 (the "Mobility Fee Ordinance"); and

WHEREAS, Section 13-2009(g) of the Mobility Fee Ordinance provides that, "a property owner with an existing transportation concurrency determination or determination of vested rights may voluntarily, subject to acceptance by the Town, choose to forego that previous determination and instead be subject to [the] Mobility Fee Ordinance;" and

WHEREAS, Lennar requested that the Town reaffirm the findings of Resolution No. 15-1336 by accepting its payment of the applicable mobility fee under the Mobility Fee Ordinance in lieu of the transportation concurrency determination made under the Development Agreement; and

WHEREAS, on June 7, 2016, the Town Council adopted Resolution No. 16-1383, confirming that Lennar could satisfy the Town's transportation concurrency requirements for the residential development of the Property by paying the applicable mobility fee under the Mobility Fee Ordinance; and

WHEREAS, a dispute has arisen between F71-1, LLC, F69-1, LLC, and the Town concerning F71-1, LLC and F69-1, LLC's remaining obligations regarding the Roadway Improvements, which dispute is pending in Miami-Dade Circuit Court and styled *F71-1, LLC and F69-1, LLC v. Town of Miami Lakes* (Case No.: 2016-015279-CA-01) (the "Breach of Contract Lawsuit"); and

WHEREAS, disputes have also arisen between F71-1, LLC, Town Councilmembers and the Town concerning alleged violations of Chapter 119, Florida Statutes (Florida's Public Records Act), which disputes are pending in Miami-Dade Circuit Court and are styled as follows (collectively, the "Public Records Lawsuits"): *F71-1, LLC v. Ceasar Mestre* (Case No.: 2017-006866-CA-01); *F71-1, LLC v. Manny Cid* (Case No.: 2017-006887-CA-01); *F71-1, LLC v. Tim Daubert* (Case No.: 2017-006885-CA-01); *F71-1, LLC v. Tony Lama* (Case No.: 2017-006891-

CA-01); *F71-1, LLC v. Frank Mingo* (Case No.: 2017-006892-CA-01); and *F71-1, LLC v. Nelson Rodriguez* (Case No.: 2017-006900-CA-01); and

WHEREAS, the Town, F71-1, LLC, and F69-1, LLC have agreed to settle the Breach of Contract Lawsuit and the Public Records Lawsuits; and

WHEREAS, on July 25, 2017, the Town Council adopted Resolution No. 17-1467 approving and ratifying the terms and conditions of a settlement agreement in the Breach of Contract Lawsuit and the Public Records Lawsuits; and

WHEREAS, subsequent to the adoption of Resolution No. 17-1467, the Town, F71-1, LLC, and F69-1, LLC engaged in further settlement discussions and agreed to revise their agreement, which, although approved by the Town Council, had not been executed by any of the parties; and

WHEREAS, on October 18, 2017, the Town Council adopted Resolution No. 17-1488 approving and ratifying the terms and conditions of a revised settlement agreement in the Breach of Contract Lawsuit and the Public Records Lawsuits (the “Settlement”); and

WHEREAS, the Settlement requires that the Development Agreement be modified to reflect the changes contemplated by the Settlement, which confirm the actions taken by the Town in Resolution No. 16-1383; and

WHEREAS, the Town Council has considered the First Amendment to the Development Agreement, attached hereto as Exhibit “A,” at two duly and properly noticed public hearings on November 15, 2017 and December 5, 2017, in compliance with Section 163.3225 of the Florida Local Government Development Agreement Act; and

WHEREAS, the Town Council finds that the First Amendment to the Development Agreement is consistent with the Town’s Comprehensive Plan and land development regulations; and

WHEREAS, the Town Council has determined that it is in the public interest to address the issues covered by the First Amendment to the Development Agreement in a comprehensive manner and at two public hearings, in compliance with all applicable laws, ordinances, plans, rules and regulations of the Town, while allowing the F71-1, LLC, F69-1, LLC, and Lennar to proceed in the development of the Property in accordance with existing laws and policies, subject to the terms of the First Amendment to the Development Agreement; and

WHEREAS, the Town Council finds that is in the best interest of the Town to approve the First Amendment to the Development Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA AS FOLLOWS:

Section 1. **Recitals.** That the above-stated recitals are hereby adopted and confirmed.

Section 2. **Approval.** The Town Council hereby approves of the First Amendment to the Development Agreement attached hereto as Exhibit “A,” together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

Section 3. **Authorization.** The Town Manager, the Town Attorney, and litigation counsel at Weiss Serota Helfman Cole & Bierman, P.L. are authorized to take all actions necessary to implement the terms and conditions of the First Amendment to the Development Agreement.

Section 4. **Execution.** The Mayor is authorized to execute the First Amendment to the Development Agreement on behalf of the Town in the form attached hereto as Exhibit “A.”

Section 5. **Effective Date.** This Resolution shall take effect immediately upon adoption.

[THIS SPACE INTENTIONALLY LEFT BLANK.]

PASSED AND ADOPTED this 5th day of December, 2017.

The foregoing Resolution was moved for adoption by Councilmember Daubert and seconded by Councilmember Mestre, and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	yes
Vice Mayor Frank Mingo	yes
Councilmember Luis Collazo	yes
Councilmember Tim Daubert	yes
Councilmember Ceasar Mestre	yes
Councilmember Nelson Rodriguez	yes
Councilmember Marilyn Ruano	yes



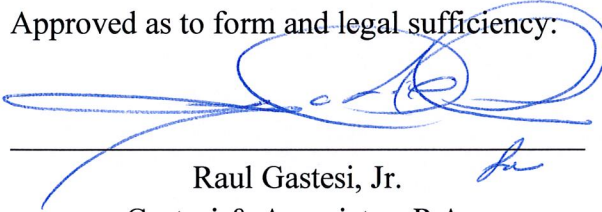
Manny Cid
MAYOR

Attest:



Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:



Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY

This Resolution was filed in the Office of the Town Clerk on this 14 day of December, 2017.



Gina Inguanzo
TOWN CLERK

EXHIBIT A
(First Amendment to Development Agreement)

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (hereinafter, the "Amendment") is made and entered into this 14th day of December, 2017 ("Execution Date"), by and among F71-1, LLC and F69-1, LLC (together, the "Owner"), Lennar Homes, LLC (hereinafter, "Lennar"), and the Town of Miami Lakes, Florida, a Florida municipal corporation (hereinafter, the "Town"), who shall collectively be referred to as the "Parties."

WITNESSETH:

WHEREAS, on March 28, 2011, the Owner and the Town entered into a Development Agreement ("Agreement"), which was approved by Town Resolution No. 11-883; and

WHEREAS, the Owner is the legal and equitable owner of those certain parcels of land, located at the Northwest and Northeast corners of Northwest 87 Avenue and Northwest 154 Street within the boundaries of the Town and identified by Miami-Dade County Tax Folio No. 32-2016-000-0020 ("Parcel C" or "Dunnwoody Lake Commercial Area") and 32-2015-001-0500 ("Parcel B" or "Dunnwoody Forest"), except for the portion of Parcel B comprised of approximately 5.19 acres that was conveyed by F69-1, LLC to the Town and accepted by the Town via Resolution No. 15-1337, as set forth in the deed recorded on March 30, 2016 in Miami-Dade County Official Records Book 30017, Page 3590; and

WHEREAS, on January 7, 2016, Lennar acquired from the Owner and became the developer of that certain parcel of land, located at the Northwest corner of Northwest 87 Avenue and Northwest 154 Street within the boundaries of the Town, as identified by Miami-Dade County Tax Folio No. 32-2016-000-0040 and as identified in Miami-Dade County Official Records at Plat Book 172, Page 35 ("Parcel A" or "Dunnwoody Lake Residential Area"); and

WHEREAS, together, Dunnwoody Lake – Parcel A, Dunnwoody Lake Commercial Area, and Dunnwoody Forest shall collectively be referred to as the "Property;" and

WHEREAS, Section 9 of the Agreement sets forth the requirements and conditions for Transportation Final Concurrency Determination; and

WHEREAS, pursuant to Sections 9 and 10 of the Agreement, Lennar, as the developer of Parcel A, the first parcel to be developed within the Property, was required to complete the following roadway infrastructure improvements (collectively, the "Roadway Improvements"):

Roadway Improvement No. 1. construction of an additional southbound left-turn lane at NW 82nd Avenue and NW 154th Street (pursuant to Section 9(a)(v) of the Agreement);

Roadway Improvement No. 2. construction of an exclusive westbound right-turn lane at NW 82nd Avenue and NW 154th Street (pursuant to Section 9(a)(v) of the Agreement);

Roadway Improvement No. 3. construction of an exclusive eastbound right-turn lane at NW 82nd Avenue and NW 154th Street (pursuant to Section 9(a)(v) of the Agreement);

Roadway Improvement No. 4. construction of an additional eastbound through lane on NW 154th Street from NW 79th Court to NW 77th Court (pursuant to Section 9(b)(i) of the Agreement);

Roadway Improvement No. 5. construction of an additional southbound left-turn lane at NW 154th Street and NW 79th Avenue (pursuant to Section 9(b)(ii) of the Agreement);

Roadway Improvement No. 6. construction of an exclusive northbound right-turn lane at NW 138th Street and NW 87th Avenue (pursuant to Section 9(b)(iii) of the Agreement);

Roadway Improvement No. 7. completion of construction of NW 154th Street to 60 feet west of NW 89th Avenue prior to issuance of the first building permit (pursuant to Section 9(a)(iv) of the Agreement); and

Roadway Improvement No. 8. completion of landscaping of NW 87th Avenue adjacent to its property (including medians); and

WHEREAS, after approving the Agreement, the Town commissioned an Alternative to Concurrency Study to encourage multimodal concurrency mitigation to supplement more traditional on and off-site transportation improvements (such as those contemplated in Section 9(b) of the Agreement), and determine methods to allow for the mitigation of transportation impacts of development that will more equitably fund multimodal mobility improvements rather than only automobile related improvements, as well as encourage better quality development and be more business friendly by providing for a simpler and less time-intensive approval process; and

WHEREAS, on November 3, 2015, the Town adopted Resolution No. 15-1336, which established that F71-1, LLC could satisfy the Town's transportation concurrency requirements for the development of the Dunnwoody Lake Residential Area by voluntarily selecting from a number of alternatives, including providing for alternative mitigation as set forth in the Alternative to Concurrency Study, if adopted by the Town Council; and

WHEREAS, on April 16, 2016, the Town Council adopted Ordinance No. 16-192 (the "Mobility Fee Ordinance"); and

WHEREAS, Section 13-2009(g) of the Mobility Fee Ordinance provides that, "a property owner with an existing transportation concurrency determination or determination of vested rights may voluntarily, subject to acceptance by the Town, choose to forego that previous determination and instead be subject to [the] Mobility Fee Ordinance;" and



WHEREAS, Lennar requested that the Town reaffirm the findings of Resolution No. 15-1336 by accepting its payment of the applicable mobility fee under the Mobility Fee Ordinance in lieu of the transportation concurrency determination made under the Agreement; and

WHEREAS, on June 7, 2016, the Town Council adopted Resolution No. 16-1383, confirming that Lennar could satisfy the Town's transportation concurrency requirements for the Dunnwoody Lake Residential Area by paying the applicable mobility fee under the Mobility Fee Ordinance; and

WHEREAS, on June 23, 2016, the Owner initiated litigation, styled as *F71-1, LLC and F69-1, LLC v. Town of Miami Lakes*, Case No. 2016-015279-CA-01 in the Circuit Court of the 11th Judicial Circuit ("Breach of Contract Lawsuit"), to determine the Owner's obligations regarding the Roadway Improvements; and

WHEREAS, on March 22, 2017, the Owner initiated the following lawsuits alleging violations of Chapter 119, Florida Statutes (the "Public Records Lawsuits"), which are pending in the Circuit Court of the 11th Judicial Circuit: *F71-1, LLC v. Ceasar Mestre*, Case No. 17-006866-CA-01; *F71-1, LLC v. Manny Cid*, Case No.: 17-006887-CA-01; *F71-1, LLC v. Tim Daubert*, Case No.: 17-006885-CA-01; *F71-1, LLC v. Tony Lama*, Case No.: 17-006891-CA-01; *F71-1, LLC v. Frank Mingo*, Case No.: 17-006892-CA-01; and *F71-1, LLC v. Nelson Rodriguez*, Case No.: 17-006900-CA-01; and

WHEREAS, to avoid the expense of continued litigation, the Owner and the Town have entered into a settlement agreement ("Settlement") to settle the Breach of Contract Lawsuit and the Public Records Lawsuits, which Settlement requires that the Agreement be modified to reflect the changes contemplated by the Settlement, which confirm the actions taken by the Town in Resolution No. 16-1383; and

WHEREAS, the Parties acknowledge and agree that Lennar and the Town, by Resolution No. 16-1383, Resolution No. 15-1336, and Ordinance No. 16-192, have dispensed with the required construction of Roadway Improvements Nos. 1 through and including 5 in exchange for Lennar's payment of a mobility fee, which the Town confirms having received; and

WHEREAS, the Town reaffirms its previous finding that Lennar's payment of the mobility fee is of greater benefit to the Town than the construction of Roadway Improvements Nos. 1 through and including 5; and

WHEREAS, the Parties acknowledge and agree that with respect to Roadway Improvements Nos. 1 through and including 5, the Owner's obligations have been fully satisfied through payment by Lennar of the mobility fee as indicated in Resolution No. 16-1383; and

WHEREAS, the Parties further acknowledge and agree that Roadway Improvement No. 6 is not located within the jurisdiction of the Town and should therefore not be included as a condition for transportation concurrency determination by the Town; and

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WHEREAS, the Parties further acknowledge and agree that even if it had been appropriate to include Roadway Improvement No. 6 as a condition for the transportation concurrency determination by the Town, it would have been satisfied through Lennar's payment of the mobility fee as indicated in Resolution No. 16-1383; and

WHEREAS, the Parties further acknowledge and agree that Roadway Improvement No. 7 is being completed by Lennar and that Roadway Improvement No. 8 is being completed by Miami-Dade County; and

WHEREAS, the Parties further acknowledge and agree that upon the completion of Roadway Improvement No. 7, as currently designed and approved, Lennar shall have fully satisfied its obligations under Sections 9 and 10 of the Development Agreement; and

WHEREAS, the Parties further acknowledge and agree that neither Lennar nor the Owner, or any of their successors or assigns, have any further obligations with respect to any of the Roadway Improvements enumerated in Section 9 and 10 of the Development Agreement, or any other roadway improvements required by the Town; and

WHEREAS, the Parties further acknowledge and agree that neither Lennar nor the Owner, or any of their successors or assigns, have any further obligations with respect to payment of any additional mobility fees required by the Town; and

WHEREAS, the Parties further acknowledge and agree that, although the Town does not require any roadway improvements other than as set forth in the Agreement, as amended, Miami-Dade County (the "County") may impose the same or other requirements upon the Owner, Lennar, and/or their successors or assigns; and

WHEREAS, according to Sections 163.3220 through 163.3243, Florida Statutes, known as the Florida Local Government Development Agreement Act (the "Act"), the Florida Legislature has determined that the lack of certainty in the development process can result in a waste of economic and land development resources, discourage sound capital improvement planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning; and

WHEREAS, the Florida Legislature has declared that assurances to a 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 assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, and reduces the economic costs of development; and

WHEREAS, this Amendment is intended to and shall constitute an amendment to the Agreement among the Parties pursuant to the Act and the Settlement; and

WHEREAS, the Town has considered this Amendment at two public hearings, in compliance with Section 163.3225 of the Act and the Settlement; and

WHEREAS, this Amendment is consistent with the Town’s Comprehensive Plan and land development regulations; and

WHEREAS, the Town has determined that it is in the public interest to address the issues covered by this Amendment in a comprehensive manner and at public hearings, in compliance with all applicable laws, ordinances, plans, rules and regulations of the Town while allowing the Owner and Lennar to proceed in the development of the Property in accordance with the existing laws and policies, subject to the terms hereof, and the Town has agreed to enter into this Amendment with the Owner and Lennar.

NOW, THEREFORE, in consideration of the conditions, covenants and mutual promises herein set forth, the Owner, Lennar, and the Town agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference.
2. Amendment of Section 9 of the Agreement. Section 9 of the Agreement is amended as follows:¹

9. Transportation Final Concurrency Determination.

- (a) Final concurrency determination for transportation facilities is hereby granted, and impacts of development of Parcel C have been adequately mitigated upon compliance with the following conditions, within the time frames required by this Agreement:
 - i. Owner’s conveyance of the Northwest 87 Avenue Right-of-Way to Miami-Dade County pursuant to Paragraph 10(a) and Owner’s conveyance of the Northwest 154 Street Right-of-Way to the Town or its assignee pursuant to Paragraph 10(b); and
 - ii. Any other transportation improvements required by the Traffic Impact Analysis and Phase I Supplemental Analysis prepared by JMD Engineering, Inc., dated February 28, 2011 and March 4, 2011, attached hereto as composite Exhibit “9”, which are necessary to achieve concurrency for the phased development of Parcel C, except for construction of an exclusive northbound right-turn lane at Northwest 138 Street and Northwest 87 Avenue, which is outside of the Town’s jurisdiction; and

¹ Additions to the text are shown in underline. Deletions from the text are shown in ~~strikethrough~~. Revisions to the text between the first and second public hearing are indicated with double underline and ~~double strikethrough~~.

- iii. Construction of Northwest 87 Avenue as a four lane divided facility from Northwest 154 Street to Northwest 186 Street such that it is fully constructed and operational; and
 - iv. Widening of Northwest 154 Street to four (4) lanes from the end of the 4 lane segment east of Northwest 87 Avenue to 60 feet west of Northwest 89 Avenue, such that it is fully constructed and operational; and
 - v. Construction of an additional southbound left-turn lane, an exclusive eastbound right-turn lane, and an exclusive westbound right-turn lane at Northwest 154 Street and Northwest 82 Avenue.
 - vi. Alternatively, the Owner may voluntarily choose to forego this transportation concurrency determination and instead be subject to Town of Miami Lakes Ordinance No. 16-192 (the "Mobility Fee Ordinance"). This alternative is applicable only to Section 9(a)(ii) and (v) of this Agreement.
- (b) A final concurrency determination is hereby granted, and impacts of development for Parcel A and Parcel B, have been adequately mitigated, subject to completion of the improvements in Paragraph 9(a) above and the following transportation improvements which must be fully constructed and operational:
- i. Construction of an additional eastbound through lane on Northwest 154 Street from Northwest 79 Court to Northwest 77 Court; and
 - ii. Construction of an additional southbound left-turn lane at Northwest 154 Street and Northwest 79 Avenue; and
 - iii. ~~Construction of an exclusive northbound right turn lane at Northwest 138 Street and Northwest 87 Avenue; and [OMITTED.]~~
 - iv. Any other transportation improvements required by the Traffic Impact Analysis and Phase I Supplemental Analysis prepared by JMD Engineering, Inc., dated February 28, 2011 and March 4, 2011, attached hereto as composite Exhibit "9", which are necessary to achieve concurrency for the phased development of Parcels A and B, except for construction of an exclusive northbound right-turn lane at Northwest 138 Street and Northwest 87 Avenue, which is outside of the Town's jurisdiction.
 - v. Alternatively, the Owner may voluntarily choose to forego this transportation concurrency determination and instead be subject to the Mobility Fee Ordinance.

- (c) Building Permits. Consistent with Ordinance 02-26:
- i. No building permits for more than 150 residential units and no certificates of occupancy, use or completion for any Parcel will be issued unless and until Northwest 87 Avenue is fully constructed and operational as a four-lane median divided roadway; and
 - ii. No building permits shall be issued for any Parcel unless and until Northwest 154 Street is fully constructed and operational as a four-lane roadway from the west end of the current four lane section to approximately 60 feet west of Northwest 89 Avenue. Notwithstanding the foregoing, the Owner shall have satisfied its obligations under Section 9 (a)(iv), Section 9(c) and Section 10(c) of the Development Agreement once the design plans for NW 154th Street have been approved by the Town and/or the County and a surety is in place to secure the Owner's obligation to build the remaining portions of NW 154th Street; and
 - iii. In the event that Ordinance 02-26 is amended by the Town Council to provide less restrictive building permit timing provisions in Sections 7.1. and/or 7.2 of Ordinance 02-26, then the less restrictive requirements of the amended Ordinance shall apply here.
- (d) In the event that the Owner proposes to develop the Property in phases not contemplated herein, the Owner shall submit a traffic analysis and phasing plan to analyze the transportation improvements required to mitigate the impacts of the phased development and reimburse the Town or its assignees for the review and approval, approval with conditions, or denial of such traffic analysis and phasing plan and any related required amendments to this Development Agreement. In no event shall a phasing plan operate to reduce or increase the required improvements provided under this Agreement unless the Agreement is modified pursuant to the requirements of State law.
- (e) Owner and Town acknowledge and agree that Miami-Dade County intends to construct at its cost that portion of Northwest 87 Avenue located between Northwest 154 Street and Northwest 186 Street pursuant to MPO Project No. PW20040390 and TIP Reference Page A7-21, attached hereto as Exhibit "10", and this improvement will provide capacity to serve development of the Property. Owner acknowledges and agrees that it is a material condition to this final concurrency determination for development of the Property, that construction of the Northwest 87 Avenue between Northwest 154 Street and Northwest 186 Street be Completed and open to traffic, as contemplated herein and that any development, construction or investment undertaken prior to completion of this and any other



construction project or dedication required under this Agreement, are done so at the Owner's risk.

(f) This final concurrency determination shall be valid and binding for the Entire Term of this Agreement, subject to the conditions set forth herein.

3. No Further Modifications. Except as modified herein, the terms of the Agreement shall remain unchanged and in full force and effect.
4. Effective Date and Duration. Within fourteen (14) days following approval at two public hearings and execution by all Parties, the Town shall record this Amendment in the public records of Miami-Dade County. This Amendment shall be effective upon recording in the public records of Miami-Dade County. Notwithstanding the Effective Date provided herein, the Town, the Owners, and Lennar shall act in good faith to carry out the intent of this Amendment upon the Execution Date. The duration of this Amendment shall be consistent with the Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

A handwritten signature in black ink, appearing to be 'B. H.', located in the bottom right corner of the page.

WITNESS:

F69-1 LLC

Signature [Handwritten Signature]

By: [Handwritten Signature]

Print Name: Waise O'Grady

Name BETTY L. DUNN

Signature [Handwritten Signature]

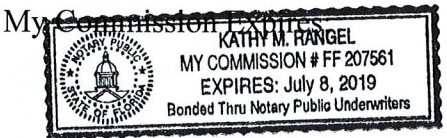
Title: MANAGING MEMBER

Print Name: Arlys P. Ricano

Dated this 11 day of Dec., 2017

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 11 day of Dec, 2017, by BETTY L. DUNN, as MANAGING MEMBER, who is personally known to me or produced [Handwritten Signature] as identification, and acknowledged that she did execute this instrument freely and voluntarily for the purposes stated herein.



[Handwritten Signature]
Notary Public, State of Florida
Print/type name: KATHY M RANGEL

WITNESS:

LENNAR HOMES, LLC

Signature _____

By: _____

Print Name: _____

Name _____

Signature _____

Title: _____

Print Name: _____

Dated this _____ day of _____, 2017

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____, who is personally known to me or produced _____ as identification, and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

Notary Public, State of Florida
Print/type name: _____

[Handwritten Signature]

WITNESS:

Signature _____

Print Name: _____

Signature _____

Print Name: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____, who is personally known to me or produced _____ as identification, and acknowledged that she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires: _____

F69-1 LLC

By: _____

Name _____

Title: _____

Dated this _____ day of _____, 2017

Notary Public, State of Florida

Print/type name: _____

WITNESS:

Signature _____

Print Name: _____

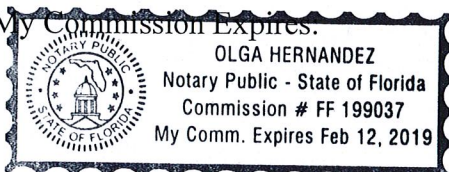
Signature _____

Print Name: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 1 day of December, 2017, by Carlos Gonzalez, as President, who is personally known to me or produced _____ as identification, and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires.



LENNAR HOMES, LLC

By: _____

Name _____

Title: _____

Dated this 30 day of November, 2017

Notary Public, State of Florida

Print/type name: _____