

This Instrument was Prepared by:

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SECOND AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

This Second Amendment (the "Second Amendment") to the Master Development Agreement is made as of the 24 day of October, 2016, by and between CM DORAL DEVELOPMENT COMPANY, LLC, a Florida limited liability company (the "Developer"), and the CITY OF DORAL, FLORIDA, a Florida municipal corporation (the "City"). The Developer and the City may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the CM Doral Development Company, LLC, is the Developer of those certain parcels of land located within the boundaries of the City commonly known as Downtown Doral, the legal descriptions of which is attached hereto and made a part hereof as Exhibit I (the "Property");

WHEREAS, the Developer and the City are Parties to the Master Development Agreement dated August 22, 2006, and recorded in Official Records Book 24968 at Page 2689 in the public records of Miami-Dade County, Florida, as amended by that certain First Amendment to Master Development Agreement dated May 4, 2012, and recorded in Official Records Book 28099 at Page 1 in the public records of Miami-Dade County, Florida (collectively, the "Master Development Agreement");

WHEREAS, the Master Development Agreement was entered into and recorded in connection with the approval of the development of the project known as Downtown Doral, a mixed-use urban center Downtown Mixed Use Planned Unit Development (PUD);

WHEREAS, the City has adopted Land Development Regulations which assigned Downtown Mixed Use (DMU) zoning to the Property, which regulations currently govern the Property;

WHEREAS, the City Council has determined, pursuant to the First Amended Approval, that the Project has demonstrated creative excellence in accordance with Chapter 86, Article IV of the Land Development Regulations; and

WHEREAS, Paragraph 17 of the Master Development Agreement states that the Master Development Agreement may be modified by a written instrument signed by the City and the Developer after public hearing;

WHEREAS, the Developer seeks to amend the Master Development Agreement to include as additional 290,099 square feet of office use and 500 residential dwelling units into the Downtown Doral development program along with a Land Use Equivalency Matrix;

WHEREAS, the Developer seeks to amend the Master Development Agreement to incorporate a 40,000 square foot reduction of Municipal/Civic use into the Downtown Doral development program to reflect City Hall as built and a conversion of the square footage to Office use;

WHEREAS, the Master Development Agreement was modified by City of Doral City Council pursuant to Ordinance No. 2016-17 on May 18, 2016 (the "Second Amended Approval"); and

WHEREAS, the Second Amended Approval was issued following a recommendation by the City's Land Planning Agency on May 11, 2016, first reading by the City Council on May 11, 2016, and second reading by the City Council on May 18, 2016; and

WHEREAS, the Developer and the City desire to modify certain terms and provisions of the Master Development Agreement pursuant to the Second Amended Approval as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree to amend the Master Development Agreement as follows:

A. Recitals. The Recitals are true and correct and incorporated herein by reference and made a part hereof.

B. Capitalized Terms. Capitalized terms used herein and not otherwise defined herein shall have the meaning provided in the Master Development Agreement.

C. Second Amendment Project Approvals. Any references to the Project in the Master Development Agreement shall now and hereafter be redefined and apply to the Proposed Program as defined herein. Any reference to the Project Approvals in the Master Development Agreement shall now and hereafter be redefined and apply to the Project Approvals list attached hereto and made a part here of as Exhibit "2".

D. Section 5(a) of the Master Development Agreement, entitled Permitted Development Uses, is deleted and replaced in its entirety to provide as follows:

5. Permitted Development Uses and Building Intensities. The DMU Regulations establish the Conceptual Development Plan and the Urban Design Guidelines as the binding development guidelines for the Property (collectively, these are referred to herein as the "Project Approvals"), a list of the documents which comprise the Project Approvals are attached hereto as the Second Amended Exhibit "B" and said approvals are on file with the City. With the adoption and acceptance of this Second Amendment, additional development program entitlements are hereby incorporated

into the Proposed Program, as defined herein. Namely, this Second Amended Program has added 500 dwelling units and 290,099 square feet of Office use (a portion of which is 40,000 sf of previously approved Municipal/Civic use)¹ (the "Second Amended Additional Program"). The Developer anticipates that, at final build-out, the Project is planned to become and will be a truly pedestrian-friendly, urban "downtown," with a mixture of residences, shops, offices and public spaces. The following table provides the development program approved for the Project by the City (the "Original Program"), as amended by the First Amended Approval (the "First Amended Program") and by this Second Amended Approval (the "Second Amended Program"):

Use	Original Program	First Amended Program	Second Amended Program
Retail/ Commercial ¹	180,000 s.f.	213,895 s.f.	213,895 s.f.
Office	865,901, s.f. (upon final build-out and existing s.f. to remain)	1,509,901 s.f. (upon final build-out and existing s.f. to remain)	1,800,000 s.f. ³ (upon final build-out and existing s.f. to remain)
Residential	2,840 d.u.	2,840 d.u.	3,340 d.u.
Municipal / Civic	100,000 s.f. ²	100,000 s.f. ²	60,000 s.f.
School	800 Students	800 Students	800 Students

¹ Retail/Commercial may include offices, restaurants, entertainment and other similar uses.

² Municipal / Civic use that is not assigned to the development of a City Hall within the Project may be converted by the Developer at its option to Office use.

³ This includes a conversion of 40,000 square feet from Municipal/Civic use to Office use, consistent and in accordance with the Original Program and the First Amended Program.

Up to 290,099 square feet of Office use and 500 dwelling units of the Second Amended Program, which represents the portion of the Second Amended Additional Program that is being changed, may be modified administratively to another use, so long as said modification is made in accordance with the Land Use Equivalency Matrix provided in Exhibit J to this instrument. In other words, the additional 290,099 sf of new Office use within the Second Amended Program may be converted to retail, residential, school or civic space and the additional 500 dwelling units may be converted into retail, office, school or civic space pursuant to said Land Use Equivalency Matrix. Provided, however, the conversion of Office use to Residential use under this formula is limited to the conversion of no more than 100,000 sf of Office to Residential (the remaining 190,099 sf (or more) of Office use may still be converted to Retail, School or Civic use). All other uses within the Second Amended Program would remain unchanged.

The parties agree that the Second Amended Program and Project (i) is consistent with the City's Comprehensive Plan and (ii) has been approved in accordance with the City's Land Development Regulations. Upon execution of this Agreement and for the Entire Term, the City confirms and agrees that the Property may be developed and used for the purposes established in the Project

¹ The 290,099 square feet of Office use represents the sum of the converted 40,000 square feet of previously approved Municipal/Civic use and 250,099 square feet of new Office use.

Approvals provided the actual development is in substantial compliance with the City's Comprehensive Plan and Land Development Regulations. It is understood that the establishment of municipal/civic space is reserved for both parties' sole discretion, consistent with this Agreement and the Project Approvals. Until such time that the parties agree to the placement of any municipal or civic uses within the Project, the areas designated for municipal or civic use on the Conceptual Development Plan may be developed with other uses consistent with the Project Approvals. Until such time as the Project is built out, it is recognized that existing uses may remain and operate on the Property and that temporary uses, such as sales and adequately screened construction trailers and project management facilities may be established, operated and relocated as appropriate, upon issuance of applicable and appropriate approvals and permits required pursuant to the Land Development Regulations.

E. Project Approval Documents. Exhibit "B" to the Master Development Agreement, entitled "List of Project Approval Documents," is hereby amended and restated to be the Second Amended Exhibit "B", made a part of this Second Amendment and is attached as Exhibit 2.

F. Roadway Improvements for Second Amended Program. In order to address the impact of the Second Amended Program on the City, County, and regional roadways, the Developer has prepared a transportation analysis and, accordingly, agrees to address and, as appropriate, construct or cause the construction of certain roadway improvements to the area roadway network (the "Roadway Improvements"). The following list of Roadway Improvements shall be commenced upon the issuance of the first building permit for the Second Amended Additional Program or, if not, then as determined by a subsequent agreement between the Developer and the City's Public Works Director, during the development of the Second Amended Program. The proposed Roadway Improvements are as follows:

a. Intersection of NW 53rd Street and NW 79th Avenue. The Developer shall construct or cause to be constructed a new exclusive southbound right turn lane, as long as sufficient right of way is available, and signal timing adjustments at this intersection subject to the approval of Miami-Dade County.

b. Intersection of NW 54th Street and NW 79th Avenue. The Developer will prepare or have prepared and submit to the City's and County's Public Works Directors a traffic signal warrant study for a traffic signal. If said signal is not warranted, then the Developers is relieved of any obligation to construct a signal at this location. If said intersection analysis supports a signal, within six months of acceptance of the warrant study by the City and Miami-Dade County, the Developers shall prepare and submit plans and diligently process a permit application for said signal to Miami-Dade County. Once permitted by Miami-Dade County, the Developers shall install the signal within one year after the date of completion of the warrant study subject to the approval of Miami-Dade County. This improvement is not necessary to satisfy concurrency requirements for the Second Amended Program and may be eligible for a credit as a contribution in lieu of roadway impact fees from the City or Miami-Dade County.

c. Intersection of NW 52nd Street and NW 87th Avenue. The Developer shall construct or cause to be constructed 1) a new exclusive westbound right turn lane and 2) a new exclusive northbound right turn lane, so as long as sufficient right of way is available for each respective improvement. These improvements are not necessary to satisfy concurrency requirements for the Second Amended Program and may be eligible for a credit as a contribution in lieu of roadway impact fees from the City or Miami-Dade County.

d. Intersection of NW 53rd Street and NW 87th Avenue. The Developer shall be responsible for or cause the signal timing adjustment of the signal at this intersection subject to the approval of Miami-Dade County.

G. Second Amended Program Impact Fees. The additional office square footage and dwelling units of the Second Amended Additional Program, as may be modified based on the Land Use Equivalency Matrix shall be subject to the City of Doral Roadway Improvement Impact Fees in effect as of the effective date of the First Amendment to Master Development Agreement, as contemplated in First Amended Exhibit "D."

H. Parks and Recreation Impact Fees. While the Developer's conveyance of an improved park, now known as Downtown Doral Park, satisfied the City's Parks and Recreation Impact Fees for the Original Program, the Parties acknowledge and agree that the Developer shall be responsible for paying Parks and Recreation Impact Fees for all residential dwelling units that exceed 2,840 units. The Second Amended Additional Program shall be subject to the City's Parks and Recreation Impact Fees in effect at the time of the effective date of this Second Amendment to the Master Development Agreement, in the amount of \$1,453.40 for each unit of a new construction single-family, duplex and multifamily residential pursuant to Section 65-19 of the City's Land Development Code (2016), and subject to available impact fee contributions in lieu or credits.

I. Police Services. To facilitate the City's continued expansion of its police presence in the community and to enhance the policing of Downtown Doral and surrounding areas, the Developer hereby agrees to provide the City with approximately 1,000 square feet of retail or office space for a police substation or community policing office (the "Substation"). The Developer shall improve the Substation to meet the reasonable specifications of the City, which may include but not be limited to drywall, electrical, telephone, internet, and bathroom facilities. The Developer's obligation to fund said improvements, including design, permitting and construction costs, shall be limited to one hundred thousand dollars (\$100,000.00). The Substation shall be staffed by the City in a manner appropriate to meet the service demands of the Property. The Substation shall be offered to the City with no base rent for a period of ten (10) years from first occupancy. The terms of service and occupancy of the Substation shall be mutually agreed upon by the Parties in a subsequently executed lease agreement. The Substation, as improved, shall be delivered to the City no later than one (1) year following the effective date. The Second Amended Additional Program shall be subject to the City's Law Enforcement Impact Fees in effect at the time of the effective date of this Second Amendment to the Master Development Agreement, in the amount of \$464.62 for each unit of a new construction single-family, duplex and multifamily residential and \$0.174 per square foot of

non-residential use pursuant to Section 65-42 of the City's Land Development Code (2016), and subject to available impact fee contributions in lieu or credits.

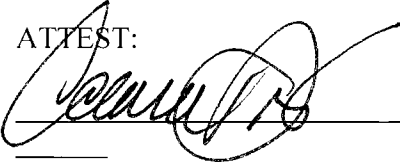
J. Term. The Master Development Agreement was approved by the City on June 28, 2006, pursuant to Ordinance No. 2006-18, which provided an effective date of August 23, 2006 and an initial term of ten (10) years. Said initial term would have expired on August 23, 2016. However, pursuant to the terms of section 4 of the Master Development Agreement, the Developer demonstrated to the City's Planning and Zoning Director, and the City's Planning and Zoning Director found that the development of the Property commenced in a timely manner and has continued in good faith. As a result, an additional term of five (5) years was authorized and an extension instrument was recorded on August 18, 2015, which provided an amended expiration date of August 22, 2021. With this Second Amendment to Master Development Agreement, the Parties mutually acknowledge and agree that the development of the Property has continued in a timely manner and in good faith, and, in light of the expanded Second Amended Program, a second additional term of five (5) years is hereby approved thus extending the expiration date of the Master Development Agreement to August 22, 2026.

K. Land Use Equivalency Matrix. Exhibit "J" to the Master Development Agreement, entitled "Land Use Equivalency Matrix," is hereby incorporated into and made a part of this Second Amendment and is attached as Exhibit 3.

L. Except as modified and amended hereby the terms and provisions of the Master Development Agreement and the First Amendment to the Master Development Agreement are hereby ratified and confirmed and shall remain in full force and effect.

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

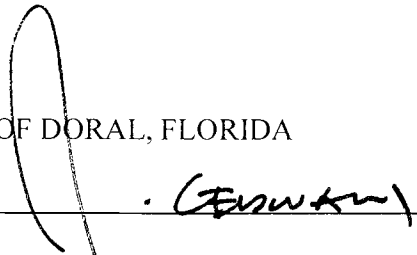
ATTEST:



City Clerk

CITY:

CITY OF DORAL, FLORIDA

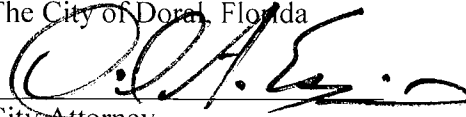
By:  _____

Name: EDWARD A. ROJAS

Title: CM

24 day of October, 2016

Approved as to form and legality
By office of City Attorney for
The City of Doral, Florida



City Attorney

EXHIBIT "1"

LEGAL DESCRIPTION:

A portion of Tract "A", WHITE VIEW SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 157, at Page 18, of the Public Records of Miami-Dade County, Florida, more particularly described as follows:

COMMENCE at the Southwest corner of Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida; thence North 00° 00' 00" East as a basis of bearing along the West line of said Section 22, a distance of 418.30 feet; thence South 85° 39' 00" East, a distance of 43.07 feet to the POINT OF BEGINNING of the following described parcel of land and the beginning of a curve to the right (the following three (3) courses are along the East Right-of-Way line of NW 87th Avenue), a radial line to that point bears North 86° 46' 51" West;

THENCE 78.48 feet along the arc of said curve, said curve having a radius of 1869.86 feet, and a central angle of 02° 24' 17", to the point of intersection with a tangent line;

THENCE North 05° 37' 30" East along said line, a distance of 300.00 feet to the point of intersection with a tangent curve to the left;

THENCE 326.91 feet along the arc of said curve, said curve having a radius of 1949.86 feet and a central angle of 09° 36' 22", to the point of intersection with a non-tangent line, a radial line to that point bears North 86° 01' 08" East;

THENCE North 87° 45' 36" East along said line, a distance of 134.24 feet;

THENCE South 53° 14' 24" East, a distance of 200.00 feet;

THENCE South 01° 45' 36" West, a distance of 389.07 feet;

THENCE South 85° 38' 10" West, a distance of 104.38 feet;

THENCE South 07° 00' 00" West, a distance of 209.17 feet;

THENCE North 84° 22' 30" West, a distance of 40.66 feet;

THENCE North 85° 39' 00" West, a distance of 152.90 feet to the POINT OF BEGINNING.

EXHIBIT "1" (Continued)

TOGETHER WITH:

LEGAL DESCRIPTION: TRACT A

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 53 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA; SAID PARCEL CONTAINS THE FOLLOWING: ALL OF TRACTS 1, 2, 3, 8, 9, 13, 17, 20, 33 THROUGH 38 OF KOGER EXECUTIVE CENTER, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 91, AT PAGE 38; AND ALL OF TRACTS C, E, A PORTION OF TRACT A AND TRACT D LESS THE EAST 34.02 FEET THEREOF, OF KOGER CENTER PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 108 AT PAGE 15; AND ALL OF TRACTS A, B, C AND D OF THE KOGER CENTER, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 132 AT PAGE 73 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; AND PORTIONS OF N.W. 52ND STREET, N.W. 53RD STREET, N.W. 53RD TERRACE, N.W. 54TH STREET, N.W. 84TH AVENUE AND N.W. 87TH AVENUE RIGHT-OF-WAY; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF THE NORTH 1/4 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 22, SAID POINT LYING AT THE INTERSECTION OF THE CENTERLINE OF N.W. 87TH AVENUE AND THE WESTERLY PROLONGATION OF THE SOUTH LINE OF SAID TRACT 1; THENCE NORTH 00°04'32" EAST ALONG SAID CENTERLINE OF N.W. 87TH AVENUE FOR A DISTANCE OF 327.72 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N.W. 52ND STREET; THENCE SOUTH 88°37'50" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 942.50 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 94.25 FEET TO A POINT OF TANGENCY; SAID POINT LYING ON THE CENTERLINE OF N.W. 84TH AVENUE; THENCE NORTH 01°22'10" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 1157.54 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 94.25 FEET TO A POINT OF TANGENCY; SAID POINT LYING ON THE CENTERLINE OF N.W. 53RD TERRACE, THENCE NORTH 88°37'50" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 128.46 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE WEST LINE OF SAID TRACT 20; THENCE NORTH 01°22'10" EAST ALONG SAID SOUTHERLY PROLONGATION, THE WEST LINE OF SAID TRACT 20 AND THE NORTHERLY PROLONGATION THEREOF FOR A DISTANCE OF 378.10 FEET TO A POINT LYING ON THE CENTERLINE OF N.W. 54TH STREET; THENCE SOUTH 88°35'49" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 489.99 FEET; THENCE CONTINUE ALONG SAID CENTERLINE SOUTH 88°34'40" EAST FOR A DISTANCE OF 1322.61 FEET; THENCE CONTINUE ALONG SAID CENTERLINE SOUTH 88°34'40" EAST FOR 748.10 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE EAST LINE OF SAID TRACT 38; THENCE SOUTH 01°21'30" WEST ALONG SAID NORTHERLY PROLONGATION, SAID EAST LINE AND SOUTHERLY PROLONGATION THEREOF TO A POINT LYING ON THE CENTERLINE OF N.W. 53RD STREET; THENCE NORTH 88°38'30" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 18.92 FEET TO THE INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE WEST LINE OF THE EAST 34.02 FEET OF SAID TRACT D; THENCE SOUTH 01°21'30" WEST ALONG SAID NORTHERLY PROLONGATION AND WEST LINE OF THE EAST 34.02 FEET OF TRACT D FOR A DISTANCE OF 312.21 FEET TO A POINT LYING ON THE SOUTH LINE OF SAID TRACT D; THENCE NORTH 88°39'27" WEST FOR A DISTANCE OF 713.72

EXHIBIT "1" (Continued)

LEGAL DESCRIPTION: TRACT A (CONTINUED)

FEET TO THE SOUTHWEST CORNER OF SAID TRACT C OF KOGER CENTER PARK; THENCE SOUTH 00°00'17" EAST ALONG THE EAST LINE OF SAID TRACT B FOR A DISTANCE OF 859.97 FEET TO THE SOUTHEAST CORNER OF SAID TRACT C, SAID POINT ALSO BEING THE CENTER OF SAID SECTION 22; THENCE NORTH 88°37'50" WEST ALONG THE SOUTH LINE OF SAID TRACT C, TRACT D AND THE WESTERLY PROJECTION THEREOF FOR A DISTANCE OF 1322.78 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 9; THENCE SOUTH 00°03'00" WEST FOR A DISTANCE OF 663.09 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 3; THENCE NORTH 88°30'43" WEST ALONG THE SOUTH LINE OF SAID TRACTS 3, 2, 1 AND THE WESTERLY PROLONGATION THEREOF FOR A DISTANCE OF 1323.14 FEET TO THE POINT OF BEGINNING, CONTAINING 74.253 ACRES, MORE OR LESS.

LEGAL DESCRIPTION: TRACT B

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 53 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA; SAID PARCEL CONTAINS THE FOLLOWING: ALL OF TRACTS 4, 5, 7, 8, 10, 11, 12, 14, 15, 16, 18, AND 19 OF KOGER EXECUTIVE CENTER, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 91, AT PAGE 38 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; AND PORTIONS OF N.W. 52ND STREET, N.W. 53RD STREET, N.W. 53RD TERRACE, N.W. 54TH STREET, N.W. 84TH AVENUE AND N.W. 87TH AVENUE RIGHT-OF-WAY; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 22, SAID POINT LYING AT THE INTERSECTION OF THE CENTERLINE OF N.W. 87TH AVENUE AND THE CENTERLINE OF N.W. 54TH STREET, THENCE SOUTH 88°35'49" EAST ALONG THE SAID CENTERLINE OF N.W. 54TH STREET FOR A DISTANCE OF 852.42 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE EAST LINE OF SAID TRACT 19; THENCE SOUTH 01°22'10" WEST ALONG SAID NORTHERLY PROLONGATION AND THE EAST LINE OF SAID TRACT 19 AND THE SOUTHERLY PROLONGATION THEREOF FOR A DISTANCE OF 376.10 FEET TO THE INTERSECTION WITH THE CENTERLINE OF N.W. 53RD TERRACE; THENCE SOUTH 88°37'50" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 128.48 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 80.00 FEET, AND A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 94.25 TO A POINT OF TANGENCY; SAID POINT LYING ON THE CENTERLINE OF N.W. 84TH AVENUE; THENCE SOUTH 01°22'10" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 1187.84 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 94.25 FEET TO A POINT OF TANGENCY; SAID POINT LYING ON THE CENTERLINE OF N.W. 52ND STREET; THENCE NORTH 88°37'50" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 942.50 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N.W. 87TH AVENUE; THENCE NORTH 00°04'32" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 332.62 FEET; THENCE CONTINUE ALONG SAID CENTERLINE NORTH 00°01'53" EAST FOR A DISTANCE OF 1321.96 FEET TO THE POINT OF BEGINNING, CONTAINING 37.128 ACRES; MORE OR LESS.

EXHIBIT "1" (Continued)

LEGAL DESCRIPTION: TRACT C

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 53 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA; SAID PARCEL CONTAINS THE FOLLOWING: ALL OF TRACT 39 OF KOGER EXECUTIVE CENTER, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 91, AT PAGE 38; ALL OF TRACT E AND THE EAST 34.02 FEET OF TRACT D, KOGER CENTER PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 106, AT PAGE 15 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; AND PORTIONS OF N.W. 53RD STREET, N.W. 54TH STREET AND N.W. 79TH AVENUE RIGHT-OF-WAY; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22 SAID POINT LYING AT THE INTERSECTION OF THE CENTERLINE OF N.W. 79TH AVENUE AND THE EASTERLY PROLONGATION OF SAID TRACT E, THENCE NORTH 88°39'27" WEST ALONG THE SAID EASTERLY PROLONGATION OF TRACT E AND THE SOUTH LINE OF TRACT E AND D RESPECTIVELY FOR A DISTANCE OF 609.03 FEET; THENCE NORTH 01°21'30" EAST ALONG THE WEST LINE OF THE EAST 34.02 FEET OF SAID TRACT D AND ITS NORTHERLY PROLONGATION THEREOF FOR A DISTANCE OF 312.21 TO A POINT LYING ON THE CENTERLINE OF N.W. 53RD STREET; THENCE SOUTH 88°38'30" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 18.92 FEET; THENCE NORTH 01°21'30" EAST ALONG THE SOUTHERLY PROLONGATION OF THE WEST LINE OF TRACT 39, THE WEST LINE THEREOF, AND THE NORTHERLY PROLONGATION THEREOF FOR A DISTANCE OF 347.21 FEET TO A POINT LYING ON THE CENTERLINE OF N.W. 54TH STREET; THENCE SOUTH 88°34'40" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 574.16 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N.W. 79TH AVENUE; THENCE SOUTH 00°01'43" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 859.33 FEET TO THE POINT OF BEGINNING, CONTAINING 8.948 ACRES, MORE OR LESS.

EXHIBIT "2"

SECOND AMENDED EXHIBIT "B"
LIST OF PROJECT APPROVAL DOCUMENTS

- I. CITY OF DORAL ORDINANCE NOS. 2006-05, 2006-18, 2012-08, 2016-17.
- II. CONCEPTUAL DEVELOPMENT PLAN.
- III. LAND DEVELOPMENT REGULATIONS IN EFFECT AS OF THE EFFECTIVE DATE.
- IV. DOWNTOWN DORAL DMU PUD REGULATIONS (CITY OF DORAL ORDINANCE NOS. 2006-05, 2012-08 & 2016-17).
- V. URBAN DESIGN GUIDELINES (PATTERN BOOK, DATED 2006 and as modified by Ordinance 2012-08 and administrative modifications from time to time)

EXHIBIT "3"

EXHIBIT J

**Downtown Doral
Land Use Exchange Matrix**

From:		To:			
		Office	Retail	HR Condo / TH	Elementary School
Office/Municipal	1,000 SF converts into:	1,000 SF	985.87 SF	3.62 DU	11.25 Student
Specialty Retail	1,000 SF converts into:	1,014.33 SF	1,000 SF	3.68 DU	11.41 Student
High Rise Condo/Townhouse	1 DU converts into:	276.00 SF	272.10 SF	1 DU	3.10 Student
Elementary School	1 Student converts into:	88.87 SF	87.62 SF	0.32 DU	1 Student

Source: David Plummer & Associates