

**ORDINANCE No. 2021-36**

**AN ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING/DENYING THE THIRD AMENDMENT TO THE DOWNTOWN DORAL DOWNTOWN MIXED USE (DMU) MASTER DEVELOPMENT AGREEMENT, AND A MODIFICATION TO THE PATTERN BOOK FOR DOWNTOWN DORAL TO ANNEX A ±1.35 ACRE PARCEL OF LAND CURRENTLY PART OF THE DOWNTOWN DORAL SOUTH DMU PROPERTY, AND AN INCREASE OF 35,000 SQUARE FEET OF OFFICE SPACE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, CM Doral Development Company, LLC (the “Developer”) is the developer of those certain parcels of land located within the boundaries of the City of Doral (the “City”) commonly known as Downtown Doral, as legally described in “Exhibit A”; and

**WHEREAS**, the Developer and the City entered into a 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; and

**WHEREAS**, the Master Development Agreement has been 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, and Second Master Development Agreement dated October 24, 2016, and recorded in Official Records Book 30287 at Page 843 in the public records of Miami-Dade County, Florida, and

**WHEREAS**, the Master Development Agreement was further modified by that certain Notice of Administrative Approval of Minor Modifications dated March 22, 2018, and recorded in Official Records Book 30911 at Page 7 in the public records of Miami-Dade County, Florida; and

**WHEREAS**, the Developer is requesting approval of the Third Amendment to Master Development Agreement and a modification to the Pattern Book for Downtown Doral Downtown Mixed Use (DMU), a ±124.2 acre parcel located between NW 87 Avenue and NW 79 Avenue on both sides of NW 53 Street (the “Property”); and

**WHEREAS**, the Developer seeks to amend Exhibit A to the Master Development Agreement, entitled “Legal Description of Property” to include ±1.35 acre parcel of land to the Downtown Doral Downtown Mixed Use (DMU) Property; and

**WHEREAS**, the Developer seeks to amend Paragraph 5(a) of the Master Development Agreement, entitled “Permitted Uses,” to include an additional 15,000 square feet of office use; and

**WHEREAS**, the Developer seeks to further amend Paragraph 5(a) of the Master Development Agreement, entitled “Permitted Uses,” to incorporate an additional 20,000 square feet of municipal/civic use to reflect the proposed Miami-Dade County library to be located at the southwest corner at the intersection of NW 84 Avenue and 53 Terrace, and undo the conversion of 20,000 square feet of office to municipal/civic use; and

**WHEREAS**, the Developer also seeks to amend Paragraph 5(a) of the Master Development Agreement, entitled “Permitted Uses,” to reflect current entitlements, which have been subject to various conversions pursuant to the Land Use Equivalency Matrix; and

**WHEREAS**, on January 26, 2022, the City Council of the City of Doral sitting as the Local Planning Agency (LPA) at a properly advertised hearing received testimony and evidence related to the proposed Third Amendment to Master Development

Agreement and modification to the Pattern Book for Downtown Doral DMU as required by state law and local ordinances; and

**WHEREAS**, on January 26, 2022, the City Council of the City of Doral at a properly advertised hearing (First Reading) received testimony and evidence related to the proposed Third Amendment to Master Development Agreement and modification to the Pattern Book for Downtown Doral DMU as required by state law and local ordinances; and

**WHEREAS**, on March 23, 2022, the City Council of the City of Doral at a properly advertised hearing (Second Reading) received testimony and evidence related to the proposed Third Amendment to Master Development Agreement and modification to the Pattern Book for Downtown Doral DMU as required by state law and local ordinances; and

**WHEREAS**, the Mayor and City Council finds that the adoption of this Ordinance is in the best interest of the health, safety and welfare of the residents of the City of Doral.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:**

**Section 1. Recitals.** The foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance upon adoption hereof.

**Section 2. Approval.** The Mayor and City Council of the City of Doral hereby approve the Third Amendment to Master Development Agreement and modification to

the Pattern Book for Downtown Doral, revised October 2021, attached hereto as “Exhibit B” and “Exhibit C,” respectively.

**Section 3. Severability.** That if any section, subsection, sentence, clause, phrase, work or amount of this Ordinance shall be declared unconstitutional or invalid by competent authority, then the remainder of the Ordinance shall not be affected thereby and shall remain in full force and effect.

**Section 4. Conflicts.** All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are hereby repealed.

**Section 5. Effective Date** This Ordinance shall be effective immediately upon passage by the City Council on second reading.



The foregoing Ordinance was offered by Councilmember Mariaca, who moved its adoption. The motion was seconded by Vice Mayor Cabral upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED on FIRST READING this 26 day of January, 2022.

PASSED AND ADOPTED on SECOND READING this 23 day of March, 2022.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

  
\_\_\_\_\_  
LUIS FIGUEREDO, ESQ.  
CITY ATTORNEY

# EXHIBIT “A”

DOWNTOWN DORAL LEGAL DESCRIPTION  
(THE "PROPERTY")

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 87<sup>th</sup> 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, 6, 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 60.00 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 376.10 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 1157.54 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 659.33 FEET TO THE POINT OF BEGINNING, CONTAINING 8.946 ACRES, MORE OR LESS.

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# EXHIBIT “B”

**This Instrument was Prepared by:**

Tracy R. Slavens  
Holland & Knight LLP  
701 Brickell Avenue Suite 3000  
Miami, Florida 33131

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**THIRD AMENDMENT TO MASTER DEVELOPMENT AGREEMENT**

This Third Amendment (the “Third Amendment”) to the Master Development Agreement is made as of the \_\_\_ day of \_\_\_\_\_, 2022, 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 are attached hereto and made a part hereof as Exhibit “1” (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, and Second Amendment to Master Development Agreement dated October 24, 2016, and recorded in Official Records Book 30287 at Page 843 in the public records of Miami-Dade County, Florida, and as further modified by that certain Notice of Administrative Approval of Minor Modifications dated March 22, 2018, and recorded in Official Records Book 30911 at Page 7 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 Third Amendment Approval (as defined below), 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 Exhibit A to the Master Development Agreement, entitled “Legal Description of Property,” to include ±1.35 acres of land to the Downtown Doral Property, consisting of that certain parcel identified by folio no. 35-3022-000-0017 and as legally described in Exhibit “2” attached hereto and made a part hereof (the “South Transfer Property”);

WHEREAS, in connection with the conveyance of the South Transfer Property, the Developer seeks to amend Paragraph 5(a) of the Master Development Agreement, entitled “Permitted Development Uses,” to include an additional 15,000 square feet of office use;

WHEREAS, the Developer seeks to further amend paragraph 5(a) of the Master Development Agreement, entitled “Permitted Development Uses,” to incorporate an additional 20,000 square feet of Municipal/Civic use into the Downtown Doral development program to reflect the proposed library anticipated to be located at the southeast corner at the intersection of NW 84th Avenue and NW 53rd Terrace, simultaneously undo the conversion of 20,000 square feet of office to Municipal/Civic use, and reflect the current entitlements, which have been subject to various conversions pursuant to the Land Use Equivalency Matrix;

WHEREAS, the Master Development Agreement was modified by City of Doral City Council pursuant to Ordinance No. 2022-\_\_\_\_\_ on \_\_\_\_\_, 2022 (the “Third Amendment Approval”); and

WHEREAS, the Third Amendment Approval was issued following a recommendation by the City’s Land Planning Agency on January 26, 2022, first reading by the City Council on January 26, 2022, and second reading by the City Council on \_\_\_\_\_, 2022; and

WHEREAS, the Developer and the City desire to modify certain terms and provisions of the Master Development Agreement pursuant to the Third Amendment 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. Third 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 hereof as Exhibit “3.”

D. Paragraph 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 Third Amended Exhibit “B” and said approvals are on file with the City. With the adoption and acceptance of this Third Amendment, additional development program entitlements are hereby incorporated into the Proposed Program, as defined herein. Namely, this Third Amended Program has added 20,000 square feet of Municipal/Civic use, 200 Elementary School student stations, and 1,300 Upper School student stations, while simultaneously reducing 118,332 square feet of Office use (the “Third 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 Third Amended Approval (the “Third Amended Program”):

Use	Original Program	First Amended Program	Second Amended Program	Third Amended Program (Ordinance No. 2022-__)
Retail/ Commercial <sup>1</sup>	180,000 s.f.	213,895 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. <sup>3</sup> (upon final build-out and existing s.f. to remain)	1,663,894 s.f. <sup>5</sup> (upon final build-out and existing s.f. to remain)
Residential <sup>4</sup>	2,840 d.u.	2,840 d.u.	3,340 d.u.	3,340 d.u.
Municipal/Civic	100,000 s.f. <sup>2</sup>	100,000 s.f. <sup>2</sup>	60,000 s.f.	80,000 s.f. <sup>8</sup>
Elementary School	800 students	800 students	800 students	1,000 students <sup>6</sup>
Upper School	0	0	0	1,500 students <sup>7</sup>

<sup>1</sup> Retail/Commercial may include offices, restaurants, entertainment and other similar uses.  
<sup>2</sup> 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.  
<sup>3</sup> 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.  
<sup>4</sup> Condo-Hotel use is allowed within Downtown Doral as a mix of two uses currently allowed. Condo-Hotel shall be considered a residential use for purposes of implementing the Land Use Exchange Matrix. Only one Condo-Hotel is permitted within Downtown Doral. Condo-Hotels may only allow guests to stay for a minimum of seven (7) consecutive nights per stay. Condo-Hotels must contain a minimum of 200 units.  
<sup>5</sup> This includes a reduction of 133,332 square feet from Office use converted to Elementary and Upper School students, the reduction of 20,000 square feet from Office use converted to Municipal/Civic use, the addition of 35,000 square feet of office (15,000 square feet in connection with the South Transfer

Property, and 20,000 square feet previously converted to Municipal/Civic use), and the reduction of 17,774 square feet of office use converted to 200 Upper School students.

<sup>6</sup> This includes a conversion of 17,777 square feet from Office use to 200 Elementary School students.

<sup>7</sup> This includes a conversion of 115,555 square feet from Office use to 1,300 Upper School students, and a conversion of 17,774 square feet from Office use to 200 Upper School students, for a total of 1,500 Upper School Students.

<sup>8</sup> Inclusion of 20,000 square feet of Municipal/Civic use for the library.

The Developer may, at its option, convert up to 290,099 square feet of Office use and 500 dwelling units of the Third Amended Program permitted uses, so long as said modification is made in accordance with the Land Use Equivalency Matrix provided in Exhibit J to the Second Amendment to Master Development Agreement dated October 24, 2016, and recorded in Official Records Book 30287 at Page 843 in the public records of Miami-Dade County, Florida. In other words, 290,099 square feet of new Office use within the Third Amended Program may be converted to retail, residential, school or civic space and the 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 square feet of Office to Residential (the remaining 190,099 square feet (or more) of Office use may still be converted to Retail, School or Civic use). All other uses within the Third Amended Program would remain unchanged. Upon the Developer's exercise of a conversion in accordance with this paragraph, the City shall execute an acknowledgment in substantially the form attached hereto as Exhibit "5", which shall be recorded in the Public Records of Miami-Dade County, Florida.

The parties agree that the Third 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 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 Third Amended Exhibit "B", made a part of this Third Amendment and is attached as Exhibit 2 hereto.

F. Exhibit "A" of the Master Development Agreement, entitled "Legal Description of Property" is hereby amended as provided in Exhibit "4" hereto and made a part hereof.

G. Except as modified and amended hereby the terms and provisions of the Master Development Agreement, the First Amendment and Second 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.

CITY:

CITY OF DORAL, FLORIDA

ATTEST:

\_\_\_\_\_

City Clerk

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 2022

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

\_\_\_\_\_

City Attorney

DEVELOPER

WITNESSES:

CM DORAL DEVELOPMENT COMPANY,  
LLC, a Delaware limited liability company

By: Codina Manager, LLC, its manager

By: \_\_\_\_\_  
Name: Rafael Romero  
Title: Vice President

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

STATE OF FLORIDA            )  
  ) ss:  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2022, by Rafael Romero, as Vice President of Codina Manager, LLC, the manager member of CM Doral Development Company, LLC, a Delaware limited liability company (the "Company"), which is the Developer of the Downtown Mixed Use development project known as Downtown Doral, on behalf of the Company, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
Commission #: \_\_\_\_\_  
My Commission

Expires: \_\_\_\_\_

**EXHIBIT "1"**  
**DOWNTOWN DORAL LEGAL DESCRIPTION**  
**(THE "PROPERTY")**

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 87<sup>th</sup> 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, 6, 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 60.00 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 376.10 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 1157.54 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 659.33 FEET TO THE POINT OF BEGINNING, CONTAINING 8.946 ACRES, MORE OR LESS.

## EXHIBIT "2"

### SOUTH TRANSFER PROPERTY LEGAL DESCRIPTION

A portion of REVISED PLAT OF ORIZABA, according to the plat thereof as recorded in Plat Book 43, Page 71, of the Public Records of Miami-Dade County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of Tract A, of "WHITE VIEW SUBDIVISION", according to the plat thereof, as recorded in Plat Book 157, Page 18, of the Public Records of Miami-Dade County, Florida, said point being on the arc of a circular curve to the left, concave to the Southwest, a radial line from said point bears S86°01'08"W; the next described four (4) courses and distances being along the Easterly Right-of-way line of NW 87th Avenue as shown on the plat of DORAL RIGHT-OF-WAY, according to the plat thereof, as recorded in Plat Book 104, at Page 93, of the Public Records of Miami-Dade County, Florida; 1) thence Northerly along the arc of said curve, having for its elements a radius of 1949.86 feet, through a central angle of 03°05'02" for an arc distance of 104.95 feet to a point of tangency; 2) thence N07°03'54"W for a distance of 200.00 feet to a point of curvature of a circular curve to the right, concave to the East; 3) thence Northerly along the arc of said curve, having for its elements a radius of 1105.92 feet, through a central angle of 07°03'54" for an arc distance of 136.37 feet to a point of tangency; 4) thence North for a distance of 123.72 feet; the next four (4) courses and distances being along the East Right-of-way line of NW 87th Avenue as shown on the plat of "DOWNTOWN DORAL SOUTH - PHASE ONE", according to the plat thereof as recorded in Plat Book 173, at Page 23, of the Public Records of Miami-Dade County, Florida; 1) thence N13°29'45"E for a distance of 51.42 feet; 2) thence North for a distance of 100.10 feet to the POINT OF BEGINNING of the following described Parcel of Land; 3) thence continue North for a distance of 100.04 feet; 4) thence N45°41'51"E for a distance of 34.92 feet to a point on a line 23.29 feet South of and parallel with the North line of the South 1/2, of the Northwest 1/4, of the Southwest 1/4 of Section 22, Township 53 South, Range 40 East, City of Doral, Miami-Dade County, Florida; thence S88°36'17"E, along the last described line for a distance of 360.51 feet to its intersection with the Westerly Right-of-way line of NW 85th Avenue, as shown on said plat of "DOWNTOWN DORAL SOUTH - PHASE ONE"; thence S01°23'43"W, along the last described line for a distance of 125.00 feet; thence N88°36'17"W, along a line 148.29 feet South of and parallel with the North line of the South 1/2, of the Northwest 1/4, of the Southwest 1/4 of said Section 22 for a distance of 382.57 feet to the POINT OF BEGINNING.

#### TOGETHER WITH:

A portion of that certain RIGHT-OF-WAY for N.W. 87th Avenue and N.W. 51st Terrace, Closed, Vacated and Discontinued from Public use by Resolution No. 21-002, being more particularly described as follows:

BEGIN at aforementioned POINT OF BEGINNING; the next three (3) courses and distances being along the East Right-of-way line of NW 87th Avenue as shown on the plat of "DOWNTOWN DORAL SOUTH - PHASE ONE", according to the plat thereof as recorded in Plat Book 173, at Page 23, of the Public Records of Miami-Dade County, Florida; 1) thence continue NORTH for distance of 100.04 feet; 2) thence N45°41'51"E for a distance of 34.92 feet to a point on a line 23.29 feet South of and parallel with the said North line of the South 1/2, of the Northwest 1/4, of the Southwest 1/4 of said Section 22; 3) thence S88°36'17"E, along the last described line for a distance of 360.51 feet to its intersection with the Westerly Right-of-way line of NW 85th Avenue, as shown on said plat of "DOWNTOWN DORAL SOUTH - PHASE ONE"; thence N01°23'43"E, along the Northerly Extension of the last described line for a distance of 23.29 feet to its intersection with the said North line of the South 1/2, of the Northwest 1/4, of the Southwest 1/4 of said Section 22; thence N88°36'17"W, along the last described line for a distance of 398.18 feet to its intersection with said East Right-of-way Line of N.W. 87th AVENUE; thence SOUTH, along the last described Line for a distance of 148.33 feet; thence S88°36'17"E for a distance of 12.00 feet to the POINT OF BEGINNING.

ALL OF THE ABOVE DESCRIBED LAND CONTAINING 58,778 SQUARE FEET AND/OR 1.35 ACRES MORE OR LESS.

**EXHIBIT “3”**  
**THIRD AMENDED EXHIBIT “B”**  
**LIST OF PROJECT APPROVAL DOCUMENTS**

- I. CITY OF DORAL ORDINANCE NOS. 2006-05, 2006-18, 2012-08, 2016-17; AND 2022-\_\_\_\_\_.
- 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; AND 2022-\_\_\_\_\_).
- V. URBAN DESIGN GUIDELINES (PATTERN BOOK, DATED 2006 and as last modified by Ordinance 2022-\_\_\_\_\_).

**EXHIBIT “4”**

**AMENDED EXHIBIT “A” TO MASTER DEVELOPMENT AGREEMENT  
INCLUDING SOUTH TRANSFER PROPERTY**

LEGAL DESCRIPTION OF PROPERTY

[AMENDED EXHIBIT A FOLLOWS]

## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

#### 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 87<sup>th</sup> 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 "A" (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 60.00 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 "A" (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 1157.54 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 "A" (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 659.33 FEET TO THE POINT OF BEGINNING, CONTAINING 8.946 ACRES, MORE OR LESS.



## EXHIBIT "A" (Continued)

### TOGETHER WITH:

A portion of REVISED PLAT OF ORIZABA, according to the plat thereof as recorded in Plat Book 43, Page 71, of the Public Records of Miami-Dade County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of Tract A, of "WHITE VIEW SUBDIVISION", according to the plat thereof, as recorded in Plat Book 157, Page 18, of the Public Records of Miami-Dade County, Florida, said point being on the arc of a circular curve to the left, concave to the Southwest, a radial line from said point bears S86°01'08"W; the next described four (4) courses and distances being along the Easterly Right-of-way line of NW 87th Avenue as shown on the plat of DORAL RIGHT-OF-WAY, according to the plat thereof, as recorded in Plat Book 104, at Page 93, of the Public Records of Miami-Dade County, Florida; 1) thence Northerly along the arc of said curve, having for its elements a radius of 1949.86 feet, through a central angle of 03°05'02" for an arc distance of 104.95 feet to a point of tangency; 2) thence N07°03'54"W for a distance of 200.00 feet to a point of curvature of a circular curve to the right, concave to the East; 3) thence Northerly along the arc of said curve, having for its elements a radius of 1105.92 feet, through a central angle of 07°03'54" for an arc distance of 136.37 feet to a point of tangency; 4) thence North for a distance of 123.72 feet; the next four (4) courses and distances being along the East Right-of-way line of NW 87th Avenue as shown on the plat of "DOWNTOWN DORAL SOUTH - PHASE ONE", according to the plat thereof as recorded in Plat Book 173, at Page 23, of the Public Records of Miami-Dade County, Florida; 1) thence N13°29'45"E for a distance of 51.42 feet; 2) thence North for a distance of 100.10 feet to the POINT OF BEGINNING of the following described Parcel of Land; 3) thence continue North for a distance of 100.04 feet; 4) thence N45°41'51"E for a distance of 34.92 feet to a point on a line 23.29 feet South of and parallel with the North line of the South 1/2, of the Northwest 1/4, of the Southwest 1/4 of Section 22, Township 53 South, Range 40 East, City of Doral, Miami-Dade County, Florida; thence S88°36'17"E, along the last described line for a distance of 360.51 feet to its intersection with the Westerly Right-of-way line of NW 85th Avenue, as shown on said plat of "DOWNTOWN DORAL SOUTH - PHASE ONE"; thence S01°23'43"W, along the last described line for a distance of 125.00 feet; thence N88°36'17"W, along a line 148.29 feet South of and parallel with the North line of the South 1/2, of the Northwest 1/4, of the Southwest 1/4 of said Section 22 for a distance of 382.57 feet to the POINT OF BEGINNING.

### TOGETHER WITH:

A portion of that certain RIGHT-OF-WAY for N.W. 87th Avenue and N.W. 51st Terrace, Closed, Vacated and Discontinued from Public use by Resolution No. 21-002, being more particularly described as follows:

BEGIN at aforementioned POINT OF BEGINNING; the next three (3) courses and distances being along the East Right-of-way line of NW 87th Avenue as shown on the plat of "DOWNTOWN DORAL SOUTH - PHASE ONE", according to the plat thereof as recorded in Plat Book 173, at Page 23, of the Public Records of Miami-Dade County, Florida; 1) thence continue NORTH for distance of 100.04 feet; 2) thence N45°41'51"E for a distance of 34.92 feet to a point on a line 23.29 feet South of and parallel with the said North line of the South 1/2, of the Northwest 1/4, of the Southwest 1/4 of said Section 22; 3) thence S88°36'17"E, along the last described line for a distance of 360.51 feet to its intersection with the Westerly Right-of-way line of NW 85th Avenue, as shown on said plat of "DOWNTOWN DORAL SOUTH - PHASE ONE"; thence N01°23'43"E, along the Northerly Extension of the last described line for a distance of 23.29 feet to its intersection with the said North line of the South 1/2, of the Northwest 1/4, of the Southwest 1/4 of said Section 22; thence N88°36'17"W, along the last described line for a distance of 398.18 feet to its intersection with said East Right-of-way Line of N.W. 87th AVENUE; thence SOUTH, along the last described Line for a distance of 148.33 feet; thence S88°36'17"E for a distance of 12.00 feet to the POINT OF BEGINNING.

ALL OF THE ABOVE DESCRIBED LAND CONTAINING 58,778 SQUARE FEET AND/OR 1.35 ACRES MORE OR LESS.

**EXHIBIT "5"**

**FORM**

This instrument was prepared by:

Joseph G. Goldstein, Esq.  
Holland & Knight LLP  
701 Brickell Avenue, Suite 3300  
Miami, Florida 33131

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**NOTICE OF ACKNOWLEDGMENT OF  
MINOR MODIFICATIONS FOR THE DOWNTOWN DORAL  
MIXED USE PLANNED UNIT DEVELOPMENT PROJECT**

In accordance with the Third Amendment to Master Development Agreement for Downtown Doral, recorded in Official Records Book \_\_\_\_ at Page \_\_\_\_ of the Public Records of Miami-Dade County, Florida (the "Third Amendment"), for the Downtown Doral Mixed Use Planned Unit Development located on the real property legally described in the attached EXHIBIT A, notice is hereby given of the Developer's exercise of a conversion of the Third Amended Program permitted uses in accordance with the Land Use Equivalency Matrix provided EXHIBIT B as follows:

- [INSERT CONVERSION DESCRIPTION]

All other uses within the Third Amended Program would remain unchanged. A copy of the approvals associated with the Downtown Doral Mixed Use Planned Unit Development, may be examined in the office of the City Clerk, 8401 NW 53 Terrace, Doral, Florida 33166.

The recordation of this Notice shall not constitute a lien, cloud or encumbrance on any real property, or actual nor constructive notice of any of the same.

CITY OF DORAL, FLORIDA

By: \_\_\_\_\_

Name:

Title: Director, Planning and Zoning Department

\_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 202\_\_\_, by \_\_\_\_\_, who executed the foregoing instrument for the purposes therein contained and who is personally known to me or who has produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
Commission #: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**DEVELOPER:**

CM DORAL DEVELOPMENT COMPANY,  
LLC, a Delaware limited liability company

By: CODINA MANAGER, LLC, its Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Vice President

\_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 202\_\_, by \_\_\_\_\_, as Vice President of Codina Manager, LLC, a Delaware limited liability company, the Manager of CM Doral Development Company, LLC, a Delaware limited liability company (the "Company"), which is the Developer of the Downtown Doral Mixed Use Planned Unit Development project, on behalf of the Company, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
Commission #: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**DOWNTOWN DORAL LEGAL DESCRIPTION**

## EXHIBIT B

### Land Use Exchange Matrix *Downtown Doral*

From:		To:					
		Office	Retail	Condo/TH	Elementary School	Middle School	High School
Office	1,000 SF converts into:	1,000 SF	985.87 SF	3.50 DU	11.3 Students	10.51 Student	12.8 Student
Specialty Retail	1,000 SF converts into:	1,014.33 SF	1,000 SF	3.55 DU	11.4 Students	10.66 Student	12.98 Student
Res. Condo/Townhouse	1 DU converts into:	285.70 SF	281.66 SF	1 DU	3.2 Students	3.00 Student	3.66 Student
Elementary School	1 Student converts into:	88.87 SF	87.62 SF	0.31 DU	1 Student	0.93 Student	1.14 Student
Middle School	1 Student converts into:	95.18 SF	93.83 SF	0.33 DU	1.1 Student	1 Student	1.22 Student
High School	1 Student converts into:	78.13 SF	77.03 SF	0.27 DU	0.9 Student	0.82 Student	1 Student

Source: David Plummer and Associates, Inc.

# EXHIBIT “C”



DOWNTOWN DORAL  
URBAN REGULATIONS  
APPROVED CITY OF DORAL  
ZONING GUIDELINES

Approvals:

- PUD Zoning Ordinance 6/26/2006
- Master Development Agreement, 8/23/2006
- Revised Regulating Plan 5/14/2009
- Revised Right of Ways 6/2/2011
- 1<sup>st</sup> Amendment to Master Development Agreement  
3/28/2012
- Revised Regulating Plan & Minor Revisions,  
5/31/2013
- Revised Paseo Frontage Requirements, 1/10/2014
- Notice of Extension of Master Development Agreement  
8/18/2015
- Revision to Urban Regulations to Define "Grocery Store  
Floor Area" 1/22/2016
- 2<sup>nd</sup> Amended to Master Development Agreement  
10/24/2016
- Notice of Approval of Minor Modification for the  
Downtown Doral Mixed Use PUD to revise Regulating  
Plan 3/22/2018
- Notice of Approval of Minor Modification for the  
Downtown Doral Mixed Use PUD Second Amended  
Development Program 1/14/2022
- 3<sup>rd</sup> Amended to Master Development Agreement  
dated: \_\_\_\_\_







# Downtown Doral

## Urban Regulations

### Table of Contents

- I. Master Development Agreement**
- II. Plans REVISED OCTOBER 2021 AND MARCH 2022**
  - 1. Regulating Plan
  - 2. Open Space Plan
  - 3. Vehicular Access and Circulation Plan
  - 4. Pedestrian and Vehicular Network
  - 5. Preliminary Proposed Phasing Plan
- III. Urban Design Guidelines**
  - 1. Regulating Plan Elements
    - Property Lines
    - Easement Lines
    - Building Area Lines
    - Potential Civic Area
    - Parking Structure Lines
    - Parking Structure Levels
    - Parking Quantities
    - Alleys
  - 2. **Frontages, Setbacks and Heights - REVISED JANUARY 2014**
    - **Frontage Lines**
    - Streetwalls
    - **Townhouse Frontage Lines**
    - Live-Work Frontage Lines
    - Retail Frontage Lines
    - Optional Uses
    - Building Setback Lines
    - **Tower Height and Tower Setbacks**
    - Focus Points
    - Building Use
    - Building Heights



# **Downtown Doral**

## **Urban Regulations**

### **Table of Contents**

#### **III. Urban Design Guidelines (Cont.)**

##### **3. Architecture**

- Building Articulation
- Expression Line
- Fenestration
- Retail Facades
- Residential Facades
- Awnings
- Retail Signage
- Façade Color
- Encroachments
- Concealed Elements
- Visible Soffits and Ceilings
- Downspouts

##### **4. Streetscape**

- Materials
- Street Trees
- Street Lights
- Other

##### **5. Illustrative Thoroughfare Standards**

#### **IV. Preliminary Common Area Concepts**

1. Overall Illustrative Regulating Plan
2. Paseo Doral Conceptual Design Streetscape Study
3. 53<sup>rd</sup> / Main Street Conceptual Design Streetscape Study
4. 52<sup>nd</sup> / Residential Street Conceptual Design Streetscape Study
5. City Park Conceptual Study
6. Master Plan List
7. Massing Studies
8. Architectural Character Photos
9. Lighting Options

## Downtown Doral

### Urban Regulations

The future development of Downtown Doral shall be controlled by a set of Urban Regulations consisting of the Development Agreement, the Regulating Plan, the Urban Design Guidelines, the Illustrative Thoroughfare Standards, and the Density Distribution



Schedule. The intent of these documents is to guide the build-out of a new urban center which is pedestrian friendly and contains a mix of uses.

The control of building location, massing and surface is intended to produce public space that is safe, comfortable and interesting for pedestrians as well as allowing vehicular mobility.

It is understood that these documents precede the final detailing of civil and traffic engineering, building design and architectural detailing, and it is expected that minor adjustments may be necessary during the implementation phases of design development and construction documents. Adjustments to these standards which conform to the intent of these Urban Regulations and responds to evolving conditions shall be made administratively by the City of Doral Planning Director in consultation with the applicant.

# Downtown Doral



## Urban Regulations

### Master Development Agreement

The first draft of the Master Development Agreement(MDA) for Downtown Doral was submitted to the City of Doral January 4, 2006. The City Attorney responded to the applicant in a meeting held at the city of Doral March 1,2006. The comments from that meeting were incorporated into the MDA and submitted into the Downtown Doral Urban Regulations Book to the City of Doral March 16, 2006.

Another round of comments were incorporated into the draft submitted in the Downtown Doral Urban Regulations book to the City of Doral on May 16, 2006. That version of the Downtown Doral Urban Regulations was approved by the City of Doral LPA and passed on its first reading for adoption as per the city of Doral's PUD ordinance on hearings held on June 14, 2006.

The Downtown Doral Master Development Agreement was finally approved on August 23, 2006 by the City of Doral.

#### Modifications to the Master Development Agreement:

2021: Third Amendment to Amended and Restated Master Development Agreement – Recorded in OR Book \_\_\_\_\_ Page \_\_\_\_\_

2018: Notice of Administrative Approval of Minor Modification for the Downtown Doral Mixed Use PUD – Recorded OR Book 30911 Page 7

2016: Second Amendment to Master Development Agreement – Recorded in OR Book 30287 Page 843

2015: Notice of Extension of Master Development Agreement – Recorded in OR Book 29745 Page 1401

2012: First Amendment to Master Development Agreement – Recorded in OR Book 28099 Page 1

REVISED OCTOBER 2021

# MASTER DEVELOPMENT AGREEMENT

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**This Instrument was Prepared by:**  
Tracy R. Slavens  
Holland & Knight LLP  
701 Brickell Avenue Suite 3000  
Miami, Florida 33131

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**THIRD AMENDMENT TO MASTER DEVELOPMENT AGREEMENT**

This Third Amendment (the “Third Amendment”) to the Master Development Agreement is made as of the \_\_\_ day of \_\_\_\_\_, 2022, 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 are attached hereto and made a part hereof as Exhibit “1” (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, and Second Amendment to Master Development Agreement dated October 24, 2016, and recorded in Official Records Book 30287 at Page 843 in the public records of Miami-Dade County, Florida, and as further modified by that certain Notice of Administrative Approval of Minor Modifications dated March 22, 2018, and recorded in Official Records Book 30911 at Page 7 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 Third Amendment Approval (as defined below), 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 Exhibit A to the Master Development Agreement, entitled “Legal Description of Property,” to include ±1.35 acres of land to the Downtown Doral Property, consisting of that certain parcel identified by folio no. 35-3022-000-0017 and as legally described in Exhibit “2” attached hereto and made a part hereof (the “South Transfer Property”);

WHEREAS, in connection with the conveyance of the South Transfer Property, the Developer seeks to amend Paragraph 5(a) of the Master Development Agreement, entitled “Permitted Development Uses,” to include an additional 15,000 square feet of office use;

WHEREAS, the Developer seeks to further amend paragraph 5(a) of the Master Development Agreement, entitled “Permitted Development Uses,” to incorporate an additional 20,000 square feet of Municipal/Civic use into the Downtown Doral development program to reflect the proposed library anticipated to be located at the southeast corner at the intersection of NW 84th Avenue and NW 53rd Terrace, simultaneously undo the conversion of 20,000 square feet of office to Municipal/Civic use, and reflect the current entitlements, which have been subject to various conversions pursuant to the Land Use Equivalency Matrix;

WHEREAS, the Master Development Agreement was modified by City of Doral City Council pursuant to Ordinance No. 2022-\_\_\_\_\_ on \_\_\_\_\_, 2022 (the “Third Amendment Approval”); and

WHEREAS, the Third Amendment Approval was issued following a recommendation by the City’s Land Planning Agency on January 26, 2022, first reading by the City Council on January 26, 2022, and second reading by the City Council on \_\_\_\_\_, 2022; and

WHEREAS, the Developer and the City desire to modify certain terms and provisions of the Master Development Agreement pursuant to the Third Amendment 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. Third 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 hereof as Exhibit “3.”

D. Paragraph 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 Third Amended Exhibit “B” and said approvals are on file with the City. With the adoption and acceptance of this Third Amendment, additional development program entitlements are hereby incorporated into the Proposed Program, as defined herein. Namely, this Third Amended Program has added 20,000 square feet of Municipal/Civic use, 200 Elementary School student stations, and 1,300 Upper School student stations, while simultaneously reducing 118,332 square feet of Office use (the “Third 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 Third Amended Approval (the “Third Amended Program”):

Use	Original Program	First Amended Program	Second Amended Program	Third Amended Program (Ordinance No. 2022- )
Retail/ Commercial <sup>1</sup>	180,000 s.f.	213,895 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. <sup>3</sup> (upon final build-out and existing s.f. to remain)	1,663,894 s.f. <sup>5</sup> (upon final build-out and existing s.f. to remain)
Residential <sup>4</sup>	2,840 d.u.	2,840 d.u.	3,340 d.u.	3,340 d.u.
Municipal/Civic	100,000 s.f. <sup>2</sup>	100,000 s.f. <sup>2</sup>	60,000 s.f.	80,000 s.f. <sup>8</sup>
Elementary School	800 students	800 students	800 students	1,000 students <sup>6</sup>
Upper School	0	0	0	1,500 students <sup>7</sup>

<sup>1</sup> Retail/Commercial may include offices, restaurants, entertainment and other similar uses.  
<sup>2</sup> 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.  
<sup>3</sup> 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.  
<sup>4</sup> Condo-Hotel use is allowed within Downtown Doral as a mix of two uses currently allowed. Condo-Hotel shall be considered a residential use for purposes of implementing the Land Use Exchange Matrix. Only one Condo-Hotel is permitted within Downtown Doral. Condo-Hotels may only allow guests to stay for a minimum of seven (7) consecutive nights per stay. Condo-Hotels must contain a minimum of 200 units.  
<sup>5</sup> This includes a reduction of 133,332 square feet from Office use converted to Elementary and Upper School students, the reduction of 20,000 square feet from Office use converted to Municipal/Civic use, the addition of 35,000 square feet of office (15,000 square feet in connection with the South Transfer

Property, and 20,000 square feet previously converted to Municipal/Civic use), and the reduction of 17,774 square feet of office use converted to 200 Upper School students.

<sup>6</sup> This includes a conversion of 17,777 square feet from Office use to 200 Elementary School students.

<sup>7</sup> This includes a conversion of 115,555 square feet from Office use to 1,300 Upper School students, and a conversion of 17,774 square feet from Office use to 200 Upper School students, for a total of 1,500 Upper School Students.

<sup>8</sup> Inclusion of 20,000 square feet of Municipal/Civic use for the library.

The Developer may, at its option, convert up to 290,099 square feet of Office use and 500 dwelling units of the Third Amended Program permitted uses, so long as said modification is made in accordance with the Land Use Equivalency Matrix provided in Exhibit J to the Second Amendment to Master Development Agreement dated October 24, 2016, and recorded in Official Records Book 30287 at Page 843 in the public records of Miami-Dade County, Florida. In other words, 290,099 square feet of new Office use within the Third Amended Program may be converted to retail, residential, school or civic space and the 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 square feet of Office to Residential (the remaining 190,099 square feet (or more) of Office use may still be converted to Retail, School or Civic use). All other uses within the Third Amended Program would remain unchanged. Upon the Developer's exercise of a conversion in accordance with this paragraph, the City shall execute an acknowledgment in substantially the form attached hereto as Exhibit "5", which shall be recorded in the Public Records of Miami-Dade County, Florida.

The parties agree that the Third 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 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 Third Amended Exhibit "B", made a part of this Third Amendment and is attached as Exhibit 2 hereto.

F. Exhibit "A" of the Master Development Agreement, entitled "Legal Description of Property" is hereby amended as provided in Exhibit "4" hereto and made a part hereof.

G. Except as modified and amended hereby the terms and provisions of the Master Development Agreement, the First Amendment and Second 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.

CITY:

CITY OF DORAL, FLORIDA

ATTEST:

\_\_\_\_\_

City Clerk

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 2022

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

\_\_\_\_\_

City Attorney

DEVELOPER

WITNESSES:

CM DORAL DEVELOPMENT COMPANY,  
LLC, a Delaware limited liability company

By: Codina Manager, LLC, its manager

By: \_\_\_\_\_

Name: Rafael Romero

Title: Vice President

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

STATE OF FLORIDA            )  
  ) ss:  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2022, by Rafael Romero, as Vice President of Codina Manager, LLC, the manager member of CM Doral Development Company, LLC, a Delaware limited liability company (the "Company"), which is the Developer of the Downtown Mixed Use development project known as Downtown Doral, on behalf of the Company, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

\_\_\_\_\_  
Print Name:

Notary Public, State of Florida

Commission #: \_\_\_\_\_

My Commission

Expires: \_\_\_\_\_

**EXHIBIT "1"**  
**DOWNTOWN DORAL LEGAL DESCRIPTION**  
**(THE "PROPERTY")**

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 87<sup>th</sup> 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, 6, 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 60.00 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 376.10 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 1157.54 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 659.33 FEET TO THE POINT OF BEGINNING, CONTAINING 8.946 ACRES, MORE OR LESS.



## EXHIBIT "2"

### SOUTH TRANSFER PROPERTY LEGAL DESCRIPTION

A portion of REVISED PLAT OF ORIZABA, according to the plat thereof as recorded in Plat Book 43, Page 71, of the Public Records of Miami-Dade County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of Tract A, of "WHITE VIEW SUBDIVISION", according to the plat thereof, as recorded in Plat Book 157, Page 18, of the Public Records of Miami-Dade County, Florida, said point being on the arc of a circular curve to the left, concave to the Southwest, a radial line from said point bears S86°01'08"W; the next described four (4) courses and distances being along the Easterly Right-of-way line of NW 87th Avenue as shown on the plat of DORAL RIGHT-OF-WAY, according to the plat thereof, as recorded in Plat Book 104, at Page 93, of the Public Records of Miami-Dade County, Florida; 1) thence Northerly along the arc of said curve, having for its elements a radius of 1949.86 feet, through a central angle of 03°05'02" for an arc distance of 104.95 feet to a point of tangency; 2) thence N07°03'54"W for a distance of 200.00 feet to a point of curvature of a circular curve to the right, concave to the East; 3) thence Northerly along the arc of said curve, having for its elements a radius of 1105.92 feet, through a central angle of 07°03'54" for an arc distance of 136.37 feet to a point of tangency; 4) thence North for a distance of 123.72 feet; the next four (4) courses and distances being along the East Right-of-way line of NW 87th Avenue as shown on the plat of "DOWNTOWN DORAL SOUTH - PHASE ONE", according to the plat thereof as recorded in Plat Book 173, at Page 23, of the Public Records of Miami-Dade County, Florida; 1) thence N13°29'45"E for a distance of 51.42 feet; 2) thence North for a distance of 100.10 feet to the POINT OF BEGINNING of the following described Parcel of Land; 3) thence continue North for a distance of 100.04 feet; 4) thence N45°41'51"E for a distance of 34.92 feet to a point on a line 23.29 feet South of and parallel with the North line of the South 1/2, of the Northwest 1/4, of the Southwest 1/4 of Section 22, Township 53 South, Range 40 East, City of Doral, Miami-Dade County, Florida; thence S88°36'17"E, along the last described line for a distance of 360.51 feet to its intersection with the Westerly Right-of-way line of NW 85th Avenue, as shown on said plat of "DOWNTOWN DORAL SOUTH - PHASE ONE"; thence S01°23'43"W, along the last described line for a distance of 125.00 feet; thence N88°36'17"W, along a line 148.29 feet South of and parallel with the North line of the South 1/2, of the Northwest 1/4, of the Southwest 1/4 of said Section 22 for a distance of 382.57 feet to the POINT OF BEGINNING.

TOGETHER WITH:

A portion of that certain RIGHT-OF-WAY for N.W. 87th Avenue and N.W. 51st Terrace, Closed, Vacated and Discontinued from Public use by Resolution No. 21-002, being more particularly described as follows:

BEGIN at aforementioned POINT OF BEGINNING; the next three (3) courses and distances being along the East Right-of-way line of NW 87th Avenue as shown on the plat of "DOWNTOWN DORAL SOUTH - PHASE ONE", according to the plat thereof as recorded in Plat Book 173, at Page 23, of the Public Records of Miami-Dade County, Florida; 1) thence continue NORTH for distance of 100.04 feet; 2) thence N45°41'51"E for a distance of 34.92 feet to a point on a line 23.29 feet South of and parallel with the said North line of the South 1/2, of the Northwest 1/4, of the Southwest 1/4 of said Section 22; 3) thence S88°36'17"E, along the last described line for a distance of 360.51 feet to its intersection with the Westerly Right-of-way line of NW 85th Avenue, as shown on said plat of "DOWNTOWN DORAL SOUTH - PHASE ONE"; thence N01°23'43"E, along the Northerly Extension of the last described line for a distance of 23.29 feet to its intersection with the said North line of the South 1/2, of the Northwest 1/4, of the Southwest 1/4 of said Section 22; thence N88°36'17"W, along the last described line for a distance of 398.18 feet to its intersection with said East Right-of-way Line of N.W. 87th AVENUE; thence SOUTH, along the last described Line for a distance of 148.33 feet; thence S88°36'17"E for a distance of 12.00 feet to the POINT OF BEGINNING.

ALL OF THE ABOVE DESCRIBED LAND CONTAINING 58,778 SQUARE FEET AND/OR 1.35 ACRES MORE OR LESS.

**EXHIBIT “3”**  
**THIRD AMENDED EXHIBIT “B”**  
**LIST OF PROJECT APPROVAL DOCUMENTS**

- I. CITY OF DORAL ORDINANCE NOS. 2006-05, 2006-18, 2012-08, 2016-17;  
AND 2022-\_\_\_\_\_.
- 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; AND 2022-\_\_\_\_\_).
- V. URBAN DESIGN GUIDELINES (PATTERN BOOK, DATED 2006 and as last  
modified by Ordinance 2022-\_\_\_\_\_).

**EXHIBIT “4”**

**AMENDED EXHIBIT “A” TO MASTER DEVELOPMENT AGREEMENT  
INCLUDING SOUTH TRANSFER PROPERTY**

LEGAL DESCRIPTION OF PROPERTY

[AMENDED EXHIBIT A FOLLOWS]

## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

#### 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 87<sup>th</sup> 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 "A" (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, 6, 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 60.00 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 376.10 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 469.99 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 "A" (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 1157.54 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 "A" (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 659.33 FEET TO THE POINT OF BEGINNING, CONTAINING 8.946 ACRES, MORE OR LESS.

## EXHIBIT "A" (Continued)

### TOGETHER WITH:

A portion of REVISED PLAT OF ORIZABA, according to the plat thereof as recorded in Plat Book 43, Page 71, of the Public Records of Miami-Dade County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of Tract A, of "WHITE VIEW SUBDIVISION", according to the plat thereof, as recorded in Plat Book 157, Page 18, of the Public Records of Miami-Dade County, Florida, said point being on the arc of a circular curve to the left, concave to the Southwest, a radial line from said point bears S86°01'08"W; the next described four (4) courses and distances being along the Easterly Right-of-way line of NW 87th Avenue as shown on the plat of DORAL RIGHT-OF-WAY, according to the plat thereof, as recorded in Plat Book 104, at Page 93, of the Public Records of Miami-Dade County, Florida; 1) thence Northerly along the arc of said curve, having for its elements a radius of 1949.86 feet, through a central angle of 03°05'02" for an arc distance of 104.95 feet to a point of tangency; 2) thence N07°03'54"W for a distance of 200.00 feet to a point of curvature of a circular curve to the right, concave to the East; 3) thence Northerly along the arc of said curve, having for its elements a radius of 1105.92 feet, through a central angle of 07°03'54" for an arc distance of 136.37 feet to a point of tangency; 4) thence North for a distance of 123.72 feet; the next four (4) courses and distances being along the East Right-of-way line of NW 87th Avenue as shown on the plat of "DOWNTOWN DORAL SOUTH - PHASE ONE", according to the plat thereof as recorded in Plat Book 173, at Page 23, of the Public Records of Miami-Dade County, Florida; 1) thence N13°29'45"E for a distance of 51.42 feet; 2) thence North for a distance of 100.10 feet to the POINT OF BEGINNING of the following described Parcel of Land; 3) thence continue North for a distance of 100.04 feet; 4) thence N45°41'51"E for a distance of 34.92 feet to a point on a line 23.29 feet South of and parallel with the North line of the South 1/2, of the Northwest 1/4, of the Southwest 1/4 of Section 22, Township 53 South, Range 40 East, City of Doral, Miami-Dade County, Florida; thence S88°36'17"E, along the last described line for a distance of 360.51 feet to its intersection with the Westerly Right-of-way line of NW 85th Avenue, as shown on said plat of "DOWNTOWN DORAL SOUTH - PHASE ONE"; thence S01°23'43"W, along the last described line for a distance of 125.00 feet; thence N88°36'17"W, along a line 148.29 feet South of and parallel with the North line of the South 1/2, of the Northwest 1/4, of the Southwest 1/4 of said Section 22 for a distance of 382.57 feet to the POINT OF BEGINNING.

### TOGETHER WITH:

A portion of that certain RIGHT-OF-WAY for N.W. 87th Avenue and N.W. 51st Terrace, Closed, Vacated and Discontinued from Public use by Resolution No. 21-002, being more particularly described as follows:

BEGIN at aforementioned POINT OF BEGINNING; the next three (3) courses and distances being along the East Right-of-way line of NW 87th Avenue as shown on the plat of "DOWNTOWN DORAL SOUTH - PHASE ONE", according to the plat thereof as recorded in Plat Book 173, at Page 23, of the Public Records of Miami-Dade County, Florida; 1) thence continue NORTH for distance of 100.04 feet; 2) thence N45°41'51"E for a distance of 34.92 feet to a point on a line 23.29 feet South of and parallel with the said North line of the South 1/2, of the Northwest 1/4, of the Southwest 1/4 of said Section 22; 3) thence S88°36'17"E, along the last described line for a distance of 360.51 feet to its intersection with the Westerly Right-of-way line of NW 85th Avenue, as shown on said plat of "DOWNTOWN DORAL SOUTH - PHASE ONE"; thence N01°23'43"E, along the Northerly Extension of the last described line for a distance of 23.29 feet to its intersection with the said North line of the South 1/2, of the Northwest 1/4, of the Southwest 1/4 of said Section 22; thence N88°36'17"W, along the last described line for a distance of 398.18 feet to its intersection with said East Right-of-way Line of N.W. 87th AVENUE; thence SOUTH, along the last described Line for a distance of 148.33 feet; thence S88°36'17"E for a distance of 12.00 feet to the POINT OF BEGINNING.

ALL OF THE ABOVE DESCRIBED LAND CONTAINING 58,778 SQUARE FEET AND/OR 1.35 ACRES MORE OR LESS.



**EXHIBIT "5"**

**FORM**

This instrument was prepared by:

Joseph G. Goldstein, Esq.  
Holland & Knight LLP  
701 Brickell Avenue, Suite 3300  
Miami, Florida 33131

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**NOTICE OF ACKNOWLEDGMENT OF  
MINOR MODIFICATIONS FOR THE DOWNTOWN DORAL  
MIXED USE PLANNED UNIT DEVELOPMENT PROJECT**

In accordance with the Third Amendment to Master Development Agreement for Downtown Doral, recorded in Official Records Book \_\_\_\_ at Page \_\_\_\_ of the Public Records of Miami-Dade County, Florida (the "Third Amendment"), for the Downtown Doral Mixed Use Planned Unit Development located on the real property legally described in the attached EXHIBIT A, notice is hereby given of the Developer's exercise of a conversion of the Third Amended Program permitted uses in accordance with the Land Use Equivalency Matrix provided EXHIBIT B as follows:

- [INSERT CONVERSION DESCRIPTION]

All other uses within the Third Amended Program would remain unchanged. A copy of the approvals associated with the Downtown Doral Mixed Use Planned Unit Development, may be examined in the office of the City Clerk, 8401 NW 53 Terrace, Doral, Florida 33166.

The recordation of this Notice shall not constitute a lien, cloud or encumbrance on any real property, or actual nor constructive notice of any of the same.

CITY OF DORAL, FLORIDA

By: \_\_\_\_\_

Name:

Title: Director, Planning and Zoning Department

\_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 202\_\_\_, by \_\_\_\_\_, who executed the foregoing instrument for the purposes therein contained and who is personally known to me or who has produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
Commission #: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**DEVELOPER:**

CM DORAL DEVELOPMENT COMPANY,  
LLC, a Delaware limited liability company

By: CODINA MANAGER, LLC, its Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Vice President

\_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 202\_\_, by \_\_\_\_\_, as Vice President of Codina Manager, LLC, a Delaware limited liability company, the Manager of CM Doral Development Company, LLC, a Delaware limited liability company (the "Company"), which is the Developer of the Downtown Doral Mixed Use Planned Unit Development project, on behalf of the Company, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
Commission #: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**DOWNTOWN DORAL LEGAL DESCRIPTION**

## EXHIBIT B

### Land Use Exchange Matrix *Downtown Doral*

From:		To:					
		Office	Retail	Condo/TH	Elementary School	Middle School	High School
Office	1,000 SF converts into:	1,000 SF	985.87 SF	3.50 DU	11.3 Students	10.51 Student	12.8 Student
Specialty Retail	1,000 SF converts into:	1,014.33 SF	1,000 SF	3.55 DU	11.4 Students	10.66 Student	12.98 Student
Res. Condo/Townhouse	1 DU converts into:	285.70 SF	281.66 SF	1 DU	3.2 Students	3.00 Student	3.66 Student
Elementary School	1 Student converts into:	88.87 SF	87.62 SF	0.31 DU	1 Student	0.93 Student	1.14 Student
Middle School	1 Student converts into:	95.18 SF	93.83 SF	0.33 DU	1.1 Student	1 Student	1.22 Student
High School	1 Student converts into:	78.13 SF	77.03 SF	0.27 DU	0.9 Student	0.82 Student	1 Student

Source: David Plummer and Associates, Inc.



This instrument was prepared by:

Joe Jimenez, Esq.  
Codina Partners, LLC  
2020 Salzedo Street, 5t Floor  
Coral Gables, FL 33134

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**NOTICE OF ADMINISTRATIVE APPROVAL OF  
MINOR MODIFICATIONS FOR THE DOWNTOWN DORAL  
MIXED USE PLANNED UNIT DEVELOPMENT PROJECT**


In accordance with the Second Amendment to Master Development Agreement for Downtown Doral, recorded in Official Records Book 30287 at Page 843 of the Public Records of Miami-Dade County, Florida (the "Second Amendment"), for the Downtown Doral Mixed Use Planned Unit Development (PUD) located on the real property legally described in the attached EXHIBIT A, notice is hereby given of administrative approvals granted by the City of Doral pursuant to the Land Development Regulations and the City's Planning and Zoning Department Letter of Determination dated August 28, 2020 for the following:

- Administrative minor modification of the Second Amended Program on page 3 of the Second Amendment to reflect the conversion of 17,774 square feet from office use to 200 High School Student Stations in accordance with the Lan Use Equivalency Matrix for the Downtown Doral Mixed Use PUD, as amended (EXHIBIT B).

A copy of the administrative approval, along with all other approvals associated with the Downtown Doral Mixed Use Planned Unit Development, may be examined in the office of the City Clerk, 8401 NW 53 Terrace, Doral, Florida 33166.

The recordation of this Notice shall not constitute a lien, cloud or encumbrance on any real property, or actual nor constructive notice of any of the same.

CITY OF DORAL, FLORIDA

By:   
Name: Javier Gonzalez, AICP, CFM  
Title: Director, Planning and Zoning Department

14 day of January, 2022

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 14 day of January, 2022, by Javier Gonzalez, who executed the foregoing instrument for the purposes therein contained and who is personally known to me or who has produced Personally Known as identification.

[NOTARIAL SEAL]



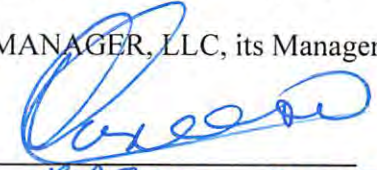
  
Print Name: Yamileth Pereyra  
Notary Public, State of Florida  
Commission #: HH035907  
My Commission Expires: 8/24/2024



**DEVELOPER:**

CM DORAL DEVELOPMENT COMPANY,  
LLC, a Delaware limited liability company

By: CODINA MANAGER, LLC, its Manager

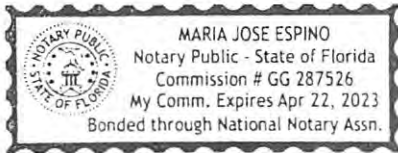
By:   
Name: RAFAEL ROMERO  
Title: Vice President


\_\_\_\_\_ day of \_\_\_\_\_, 2022

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 13<sup>th</sup> day of January, 2022, by Rafael Romero, as Vice President of Codina Manager, LLC, a Delaware limited liability company, the Manager of CM Doral Development Company, LLC, a Delaware limited liability company (the "Company"), which is the Developer of the Downtown Doral Mixed Use Planned Unit Development project, on behalf of the Company, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]



  
Print Name: Maria Espino  
Notary Public, State of Florida  
Commission #: GG 287526  
My Commission Expires: 04/22/2023

## EXHIBIT A

### 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  $00^{\circ} 00' 00''$  East as a basis of bearing along the West line of said Section 22, a distance of 418.30 feet; thence South  $85^{\circ} 39' 00''$  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 87<sup>th</sup> Avenue), a radial line to that point bears North  $86^{\circ} 46' 51''$  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  $02^{\circ} 24' 17''$ , to the point of intersection with a tangent line;

THENCE North  $05^{\circ} 37' 30''$  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  $09^{\circ} 36' 22''$ , to the point of intersection with a non-tangent line, a radial line to that point bears North  $86^{\circ} 01' 08''$  East;

THENCE North  $87^{\circ} 45' 36''$  East along said line, a distance of 134.24 feet;

THENCE South  $53^{\circ} 14' 24''$  East, a distance of 200.00 feet;

THENCE South  $01^{\circ} 45' 36''$  West, a distance of 389.07 feet;

THENCE South  $85^{\circ} 38' 10''$  West, a distance of 104.38 feet;

THENCE South  $07^{\circ} 00' 00''$  West, a distance of 209.17 feet;

THENCE North  $84^{\circ} 22' 30''$  West, a distance of 40.66 feet;

THENCE North  $85^{\circ} 39' 00''$  West, a distance of 152.90 feet to the POINT OF BEGINNING.

EXHIBIT A (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, 6, 9, 13, 17, 20, 33 THROUGH 38 OF KOGER EXECUTIVE CENTER, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 81, 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 60.00 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 128.48 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 376.10 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 1322.81 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 A (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 74.255 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 128.46 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 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 1157.54 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; HAVING A RADIUS OF 60.00 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 942.80 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 A (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 B**

<b>Use</b>	<b>Original Program</b>	<b>First Amended</b>	<b>Second Amended</b>	<b>Updated Program 1/13/2022</b>
<b>Retail/ Commercial</b>	<b>180,000 s.f.</b>	<b>213,895 s.f.</b>	<b>213,895 s.f.</b>	<b>213,895 s.f.</b>
<b>Office</b>	<b>865,901 s.f.</b>	<b>1,509,901 s.f.</b>	<b>1,800,000 s.f.</b>	<b>1,628,894 s.f.</b>
<b>Residential</b>	<b>2,840 d.u.</b>	<b>2,840 d.u.</b>	<b>3,340 d.u.</b>	<b>3,340 d.u.</b>
<b>Municipal/Civic</b>	<b>100,000 s.f.</b>	<b>100,000 s.f.</b>	<b>60,000 s.f.</b>	<b>80,000 s.f.</b>
<b>Elementary School</b>	<b>800 students</b>	<b>800 students</b>	<b>800 students</b>	<b>1,000 students</b>
<b>Upper School</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1500 students</b>



This instrument was prepared by:

Joseph G. Goldstein, Esq.  
Holland & Knight LLP  
701 Brickell Avenue, Suite 3300  
Miami, Florida 33131

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**NOTICE OF ADMINISTRATIVE APPROVAL OF  
MINOR MODIFICATIONS FOR THE DOWNTOWN DORAL  
MIXED USE PLANNED UNIT DEVELOPMENT PROJECT**

In accordance with the Second Amendment to Master Development Agreement for Downtown Doral, recorded in Official Records Book 30287 at Page 843 of the Public Records of Miami-Dade County, Florida (the "Second Amendment"), for the Downtown Doral Mixed Use Planned Unit Development located on the real property legally described in the attached EXHIBIT A, notice is hereby given of administrative approvals granted by the City of Doral pursuant to the City's Land Development Regulations for the following:

- Administrative minor modification of the Pattern Book for Downtown Doral to correct the Regulating Plan exhibit (EXHIBIT B) to reflect current parking standards pursuant to the City's Land Development Regulations and development program approved pursuant to the Agreement and Ordinance No. 2006-18, as most recently amended by Ordinance 2012-8.
- Administrative minor modification of Exhibit "3" of the Second Amendment to include Middle and High School in the Land Use Exchange Matrix (EXHIBIT C).
- Administrative minor modification of the Second Amendment to insert note 4 to the Second Amended Program table shown in Paragraph D of the Second Amendment, which modifies paragraph 5(a) of the Master Development Agreement recorded in OR Book 24968 at Page 2690, of the public records of Miami-Dade County, Florida as further amended by the First Amendment to Master Development Agreement recorded in OR Book 28099 at Page 1 of the public records of Miami-Dade County, Florida; said note shall provide as follows:

<sup>4</sup> Condo-Hotel use is allowed within Downtown Doral as a mix of two uses currently allowed. Condo-Hotel shall be considered a residential use for purposes of implementing the Land Use Exchange Matrix. Only one Condo-Hotel is permitted within Downtown Doral. Condo-Hotels may only allow guests to stay for a minimum of seven (7) consecutive nights per stay. Condo-Hotels must contain a minimum of 200 units.



A copy of the administrative approval, along with all other approvals associated with the Downtown Doral Mixed Use Planned Unit Development, may be examined in the office of the City Clerk, 8401 NW 53 Terrace, Doral, Florida 33166.

The recordation of this Notice shall not constitute a lien, cloud or encumbrance on any real property, or actual nor constructive notice of any of the same.

CITY OF DORAL, FLORIDA

By: [Signature]  
Name: Julian H. Perez, AIC, CFM  
Title: Director, Planning and Zoning Department

22<sup>nd</sup> day of MARCH, 2018

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

BEFORE ME, Julian H Perez, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, to me personally known, who executed the foregoing instrument for the purposes therein contained and who did  did not  take an oath on this 22 day of March, 2018.

[Signature]  
Name: Elizabeth Alvarez  
Notary Public State of Florida at Large

My commission expires: January 10, 2021



Approved as to form and legal sufficiency for the sole use of the City of Doral.  
[Signature]  
City Attorney  
Daniel A. Espino - USA  
Print Name

**DEVELOPER:**

CM DORAL DEVELOPMENT COMPANY,  
LLC, a Delaware limited liability company

By: CODINA MANAGER, LLC  
Its Manager

By: [Signature]  
Name: Rafael Romero  
Title: Vice President

15 day of March, 2018

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

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of March, 2018, Rafael Romero, as Vice President of Miscellaneous Income Corp., a Delaware corporation, the sole member of Doral JV Acquisition Company LLC, a Delaware limited liability company, the Managing Member of CM Doral Development Company, LLC, which is the Developer of the Downtown Mixed Use development project known as Downtown Doral, on behalf of the company. [S]He is personally known to me or has produced \_\_\_\_\_ as identification, and acknowledged that she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires: 04/22/19

[Signature]  
Notary Public, State of Florida  
Maria Espino  
Print Name



**EXHIBIT "A"****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 87<sup>th</sup> 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 "A" (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 01, 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 16; 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. 82ND STREET, N.W. 83RD STREET, N.W. 83RD TERRACE, N.W. 84TH 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. 82ND 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 80.00 FEET AND A CENTRAL ANGLE OF 80°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 80.00 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. 83RD TERRACE, THENCE NORTH 88°37'50" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 128.48 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. 84TH STREET; THENCE SOUTH 88°35'49" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 488.99 FEET; THENCE CONTINUE ALONG SAID CENTERLINE SOUTH 88°34'40" EAST FOR A DISTANCE OF 1322.81 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. 83RD 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 "A" (continued)

LEGAL DESCRIPTION: TRACT A (CONTINUED)

FEET TO THE SOUTHWEST CORNER OF SAID TRACT C OF KOGER CENTER PARK; THENCE SOUTH  $00^{\circ}00'17''$  EAST ALONG THE EAST LINE OF SAID TRACT B FOR A DISTANCE OF 859.07 FEET TO THE SOUTHEAST CORNER OF SAID TRACT C, SAID POINT ALSO BEING THE CENTER OF SAID SECTION 22; THENCE NORTH  $88^{\circ}37'50''$  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  $00^{\circ}05'00''$  WEST FOR A DISTANCE OF 663.08 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 3; THENCE NORTH  $88^{\circ}30'43''$  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 81, 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. 54TH AVENUE AND N.W. 57TH 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. 57TH AVENUE AND THE CENTERLINE OF N.W. 54TH STREET, THENCE SOUTH  $88^{\circ}35'49''$  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  $01^{\circ}22'10''$  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  $88^{\circ}37'50''$  EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 128.46 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  $90^{\circ}00'00''$ ; 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. 54TH AVENUE; THENCE SOUTH  $01^{\circ}22'10''$  WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 1157.54 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF  $90^{\circ}00'00''$ ; 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  $88^{\circ}37'50''$  WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 942.60 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N.W. 57TH AVENUE; THENCE NORTH  $00^{\circ}04'32''$  EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 332.62 FEET; THENCE CONTINUE ALONG SAID CENTERLINE NORTH  $00^{\circ}01'53''$  EAST FOR A DISTANCE OF 1321.98 FEET TO THE POINT OF BEGINNING, CONTAINING 37.128 ACRES, MORE OR LESS.

## EXHIBIT "A" (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. 78TH 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. 78TH AVENUE AND THE EASTERLY PROLONGATION OF SAID TRACT E, THENCE NORTH 88°38'27" WEST ALONG THE SAID EASTERLY PROLONGATION OF TRACT E AND THE SOUTH LINE OF TRACT E AND D RESPECTIVELY FOR A DISTANCE OF 608.03 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 89°34'40" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 574.16 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N.W. 78TH AVENUE; THENCE SOUTH 00°01'43" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 659.33 FEET TO THE POINT OF BEGINNING, CONTAINING 8.946 ACRES, MORE OR LESS.



**EXHIBIT C**

**Land Use Exchange Matrix  
Downtown Dorval**

From:		To:					
		Office	Retail	Condo/TH	Elementary School	Middle School	High School
Office	1,000 SF converts into:	1,000 SF	985.87 SF	3.50 DU	31.3 Students	10.51 Student	12.8 Student
Specialty Retail	1,000 SF converts into:	1,014.33 SF	1,000 SF	3.55 DU	31.4 Students	10.66 Student	12.98 Student
Res. Condo/Townhouse	1 DU converts into:	285.70 SF	283.46 SF	1 DU	3.2 Students	3.00 Student	3.66 Student
Elementary School	1 Student converts into:	88.87 SF	87.62 SF	0.31 DU	1 Student	0.93 Student	1.14 Student
Middle School	1 Student converts into:	95.18 SF	93.83 SF	0.33 DU	1.1 Student	1 Student	1.22 Student
High School	1 Student converts into:	78.13 SF	77.03 SF	0.27 DU	0.9 Student	0.82 Student	1 Student

Source: David Plazner and Associates, Inc.





This Instrument was Prepared by:  
Joseph G. Goldstein  
Holland & Knight LLP  
701 Brickell Avenue Suite 3000  
Miami, Florida 33131

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 1 (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 40,0000 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)<sup>1</sup> (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 <sup>1</sup>	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. <sup>3</sup> (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. <sup>2</sup>	100,000 s.f. <sup>2</sup>	60,000 s.f.
School	800 Students	800 Students	800 Students

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

<sup>2</sup> 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.

<sup>3</sup> 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

<sup>1</sup> 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 53<sup>rd</sup> Street and NW 79<sup>th</sup> 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 54<sup>th</sup> Street and NW 79<sup>th</sup> 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 52<sup>nd</sup> Street and NW 87<sup>th</sup> 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 53<sup>rd</sup> Street and NW 87<sup>th</sup> 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:



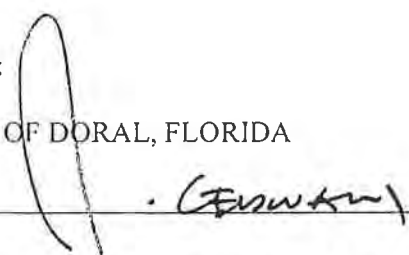
City Clerk

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CITY:

CITY OF DORAL, FLORIDA

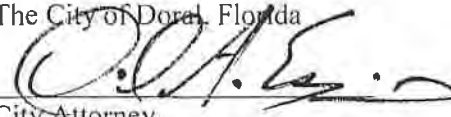
By:  \_\_\_\_\_

Name: EDWARD A. ROJAS

Title: CITY

24 day of October, 2016

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

  
City Attorney



DEVELOPER

WITNESSES:

CM DORAL DEVELOPMENT COMPANY,  
LLC, a Delaware limited liability company

By: Downtown Doral Property Holdings, LLC,  
a Florida limited liability company,  
its sole member

[Signature]  
Signature  
Jose M. Jimenez  
Print Name

By: Codina Management, LLC.,  
a Florida limited liability company,  
its manager

By: [Signature]  
Name: Rafael Romero  
Title: Vice President

[Signature]  
Signature  
MILSA LOPEZ  
Print Name

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

The foregoing instrument was acknowledged before me this 4th day of October, 2016, Rafael Romero, as Vice President of Codina Manager, LLC, the manager of Downtown Doral Property Holdings, LLC, a Florida limited liability company, the sole Member of CM Doral Development Company, LLC, which is the Developer of the Downtown Mixed Use development project known as Downtown Doral, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification, and acknowledged that she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

[Signature]  
Notary Public, State of Florida  
Maria Espino  
Print Name



## 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  $00^{\circ} 00' 00''$  East as a basis of bearing along the West line of said Section 22, a distance of 418.30 feet; thence South  $85^{\circ} 39' 00''$  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 87<sup>th</sup> Avenue), a radial line to that point bears North  $86^{\circ} 46' 51''$  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  $02^{\circ} 24' 17''$ , to the point of intersection with a tangent line;

THENCE North  $05^{\circ} 37' 30''$  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  $09^{\circ} 36' 22''$ , to the point of intersection with a non-tangent line, a radial line to that point bears North  $86^{\circ} 01' 08''$  East;

THENCE North  $87^{\circ} 45' 36''$  East along said line, a distance of 134.24 feet;

THENCE South  $53^{\circ} 14' 24''$  East, a distance of 200.00 feet;

THENCE South  $01^{\circ} 45' 36''$  West, a distance of 389.07 feet;

THENCE South  $85^{\circ} 38' 10''$  West, a distance of 104.38 feet;

THENCE South  $07^{\circ} 00' 00''$  West, a distance of 209.17 feet;

THENCE North  $84^{\circ} 22' 30''$  West, a distance of 40.66 feet;

THENCE North  $85^{\circ} 39' 00''$  West, a distance of 152.90 feet to the POINT OF BEGINNING.

## EXHIBIT "I" (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 105 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 1322.81 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 1157.54 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 809.03 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 659.33 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







This instrument was prepared by:  
Joseph G. Goldstein, Esq.  
Holland & Knight LLP  
701 Brickell Avenue  
Suite 3300  
Miami, Florida 33131

**NOTICE OF EXTENSION OF MASTER DEVELOPMENT AGREEMENT  
RECORDED IN OFFICIAL RECORDS BOOK 24968 AT PAGE 2689 OF THE  
PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA, LAST AMENDED  
BY A FIRST AMENDMENT TO MASTER DEVELOPMENT AGREEMENT,  
RECORDED IN OR BOOK 28099, AT PAGE 1 OF THE PUBLIC RECORDS OF  
MIAMI DADE COUNTY, FLORIDA.**

Notice is hereby given of the extension of the Master Development Agreement for Downtown Doral ("MDA") entered into 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"), recorded in Official Records Book 24968 at Page 2689 of the Public Records of Miami Dade County, Florida, as last amended by First Amendment to Master Development Agreement, recorded in OR Book 28099, at Page 1 of the Public Records of Miami Dade County, Florida, in connection with the approval of the development of the project known as Downtown Doral for the real property legally described as follows:

**EXHIBIT A**

The MDA as was approved by the City of Doral on June 28, 2006, pursuant to Ordinance 2006-18, provided an Effective Date of August 23, 2006 and an Initial Term of ten (10) years, which expires on August 22, 2016.

Pursuant to the terms provided Paragraph 4 of the MDA, the Developer has demonstrated to the City's Planning and Zoning Director, and the Planning and Zoning Director hereby finds that development of Downtown Doral commenced in a timely fashion and has continued in good faith. Notice is hereby given that the development is hereby extended and authorized to continue for the Additional Term of five (5) years, to expire at midnight on August 22, 2021.

CITY:

ATTEST:

  
City Clerk

CITY OF DORAL, FLORIDA

By: 

Name: Julian H. Perez, AICP, CFM  
Title: Planning and Zoning Director

18 day of August, 2015

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

  
City Attorney

## EXHIBIT "A"

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 60.00 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 376.10 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

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 683.09 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 74.255 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 1157.54 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.

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.



**This Instrument was Prepared by:**  
Joseph G. Goldstein  
Holland & Knight LLP  
701 Brickell Avenue Suite 3000  
Miami, Florida 33131

FIRST AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

This First Amendment (the "First Amendment") to the Master Development Agreement is made as of the 28 day of March, 2012, 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").

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 "1" (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 (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, 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, CC Doral LLC, the owner of the lands legally described in Exhibit "2" attached hereto (the "Additional Property"), seeks to have the Additional Property become part of Downtown Doral;

WHEREAS, CC Doral LLC, with the consent of the Developer, filed an application to amend the Project Approvals for the Downtown Doral Project, including the Master Development Agreement and Urban Design Guidelines (the "Application");

WHEREAS, the City held two public hearings and, on the 28 day of March, 2012, the City approved CC Doral LLC's application to amend the Downtown Doral Project

Approvals and the Master Development Agreement pursuant to Ordinance No. 2012-08  
(the "First Amendment Approval");

WHEREAS, the First Amendment Approval expanded the boundaries of Downtown Doral to include the Additional Property (the combined Property and Additional Property shall hereinafter be referred to as the "First Amendment Property"; Exhibit "3"), amended the Downtown Doral development program to include the development program entitlements from the Additional Property into Downtown Doral, and set forth the development parameters, including maximum height of buildings, for the development of the Additional Property;

WHEREAS, the Developer and the City desire to modify certain terms and provisions of the Master Development Agreement 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:

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

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

3. First Amendment Property, Project and Project Approvals. Exhibit "A" to the Master Development Agreement is hereby amended and restated to be the First Amendment Property. Any reference in the Master Development Agreement to the term Property as defined in the Master Development Agreement shall now and hereafter be redefined and apply to the First Amendment Property. 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. Finally, 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 "4".

4. 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.

(a) Permitted Development Uses. With the adoption and acceptance of this First Amendment, the City has designated the First Amendment Property as "Downtown Doral District" on the official zoning map of the City, pursuant to the DMU Regulations, which establishes 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 First Amended

Exhibit "B." The official Project Approval documents are on file with the City. The Developer anticipates that at final build-out, the Project is planned to become and will be a true, 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") and the proposed development program for the Project, approved pursuant to this First Amendment Approval (the "Proposed Program"):

Use	Original Program	Proposed Program
Retail/Commercial <sup>1</sup>	180,000 s.f. (proposed)	213,895 s.f. (proposed)
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)
Residential	2,840 d.u.	2,840 d.u.
Municipal / Civic	100,000 s.f. <sup>2</sup>	100,000 s.f. <sup>2</sup>
School	800 Students	800 Students

<sup>1</sup> Retail/Commercial may include offices.

<sup>2</sup> 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.

The parties agree that the Proposed 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 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.



5. Exhibit "B" to the Master Development Agreement, entitled "List of Project Approval Documents," is hereby amended and restated to be the First Amended Exhibit "B", made a part of this First Amendment and attached as Exhibit "4".

6. Exhibit "D" to the Master Development Agreement, entitled "Impact Fees for the Project," is hereby amended and restated to be the First Amended Exhibit "D", made a part of this First Amendment and attached as Exhibit "5".

7. Exhibit "E" to the Master Development Agreement, entitled "Calculation of Estimated Roadway Impact Fees Based on Full Project Buildout," is hereby amended and restated to be the First Amended Exhibit "E", made a part of this First Amendment and attached as Exhibit "6".

8. The Downtown Doral Urban Regulations are modified in accordance with the documents submitted by the Developer with the Application and, further, as follows:

- a. Section III, Tab 2 of the Downtown Doral Urban Regulations, entitled "Frontages, Setbacks and Heights," is amended to delete the phrase "Retail buildings shall be a minimum of 4 stories in height" and, instead to provide as follows:

**"Retail Frontage Lines** demarcate building streetwalls which are entered at grade. Ground floor use shall be retail. Upper floor use may be retail, residential, or office. Lobbies for upper floors may occur along retail frontage. Retail buildings may be attached or detached buildings with a service alley at the rear."

- b. Due to the unique configuration of the Additional Property, shown as Parcel O1 on the amended Regulating Plan submitted as part of the Application, it is understood and agreed that minor modifications to the locations of buildings, garages and other structures in relation to Building Frontage Lines and Parking Structure Lines may be granted by the City at the time of approval of any Site Plan on the Additional Property.

9. The parties to this First Amendment to Master Development Agreement acknowledge, recognize and designate CM Doral Development Company LLC as the sole Developer of the Downtown Doral project.

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

[SIGNATURE PAGES FOLLOW]


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

CITY:  
CITY OF DORAL, FLORIDA  
A Florida municipal corporation

ATTEST:



Barbara Herrera, City Clerk

By:   
Print Name: Yvonne S. McKinley  
Title: CITY MANAGER

This 2 day of APRIL, 20 12

Approved as to form and legal sufficiency  
by office of City Attorney for City of Doral,  
Florida

  
City Attorney





## EXHIBIT "I"

## MASTER DEVELOPMENT AGREEMENT PROPERTY

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, 6, 9, 13, 17, 20, 33 THROUGH 38 OF KOGER EXECUTIVE CENTER, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 81, 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 842.50 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 60.00 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 1322.81 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

**LEGAL DESCRIPTION: TRACT A (CONTINUED)**

FEET TO THE SOUTHWEST CORNER OF SAID TRACT C OF KOGER CENTER PARK; THENCE SOUTH  $00^{\circ}00'17''$  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  $88^{\circ}37'50''$  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  $00^{\circ}03'00''$  WEST FOR A DISTANCE OF 663.09 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 3; THENCE NORTH  $88^{\circ}30'43''$  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 74.255 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  $88^{\circ}35'49''$  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  $01^{\circ}22'10''$  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  $88^{\circ}37'50''$  EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 128.46 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  $90^{\circ}00'00''$ ; 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  $01^{\circ}22'10''$  WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 1187.54 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF  $90^{\circ}00'00''$ ; 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  $88^{\circ}37'50''$  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  $00^{\circ}04'32''$  EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 332.62 FEET; THENCE CONTINUE ALONG SAID CENTERLINE NORTH  $00^{\circ}01'53''$  EAST FOR A DISTANCE OF 1321.96 FEET TO THE POINT OF BEGINNING, CONTAINING 37.128 ACRES; MORE OR LESS.

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 809.03 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. 84TH 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 659.33 FEET TO THE POINT OF BEGINNING, CONTAINING 8.948 ACRES, MORE OR LESS.

EXHIBIT "2"

ADDITIONAL PROPERTY

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 87<sup>th</sup> 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 "3"**

**FIRST AMENDMENT PROPERTY**

**FIRST AMENDED EXHIBIT "A"**

**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  $00^{\circ} 00' 00''$  East as a basis of bearing along the West line of said Section 22, a distance of 418.30 feet; thence South  $85^{\circ} 39' 00''$  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 87<sup>th</sup> Avenue), a radial line to that point bears North  $86^{\circ} 46' 51''$  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  $02^{\circ} 24' 17''$ , to the point of intersection with a tangent line;

**THENCE** North  $05^{\circ} 37' 30''$  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  $09^{\circ} 36' 22''$ , to the point of intersection with a non-tangent line, a radial line to that point bears North  $86^{\circ} 01' 08''$  East;

**THENCE** North  $87^{\circ} 45' 36''$  East along said line, a distance of 134.24 feet;

**THENCE** South  $53^{\circ} 14' 24''$  East, a distance of 200.00 feet;

**THENCE** South  $01^{\circ} 45' 36''$  West, a distance of 389.07 feet;

**THENCE** South  $85^{\circ} 38' 10''$  West, a distance of 104.38 feet;

**THENCE** South  $07^{\circ} 00' 00''$  West, a distance of 209.17 feet;

**THENCE** North  $84^{\circ} 22' 30''$  West, a distance of 40.66 feet;

**THENCE** North  $85^{\circ} 39' 00''$  West, a distance of 152.90 feet to the POINT OF BEGINNING.

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 81, 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 60.00 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°37'30" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 128.48 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 1322.81 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

LEGAL DESCRIPTION: TRACT A (CONTINUED)

FEET TO THE SOUTHWEST CORNER OF SAID TRACT C OF KOGER CENTER PARK; THENCE SOUTH  $00^{\circ}00'17''$  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  $88^{\circ}37'50''$  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  $00^{\circ}03'00''$  WEST FOR A DISTANCE OF 663.09 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 3; THENCE NORTH  $88^{\circ}30'43''$  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 74.255 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 B1, 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  $88^{\circ}35'49''$  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  $01^{\circ}22'10''$  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  $88^{\circ}37'50''$  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 60.00 FEET, AND A CENTRAL ANGLE OF  $90^{\circ}00'00''$ ; 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  $01^{\circ}22'10''$  WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 1187.54 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF  $90^{\circ}00'00''$ ; 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  $88^{\circ}37'50''$  WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 942.80 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N.W. 87TH AVENUE; THENCE NORTH  $00^{\circ}04'32''$  EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 332.62 FEET; THENCE CONTINUE ALONG SAID CENTERLINE NORTH  $00^{\circ}01'53''$  EAST FOR A DISTANCE OF 1321.96 FEET TO THE POINT OF BEGINNING, CONTAINING 37.128 ACRES; MORE OR LESS.

**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 574.18 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 659.33 FEET TO THE POINT OF BEGINNING, CONTAINING 0.948 ACRES, MORE OR LESS.

EXHIBIT "4"

FIRST AMENDED EXHIBIT "B"  
LIST OF PROJECT APPROVAL DOCUMENTS

- I. CITY OF DORAL ORDINANCE NOS 2006-05, 2006-18, & 2012-08 .
- II. CONCEPTUAL DEVELOPMENT PLAN.
- III. LAND DEVELOPMENT REGULATIONS IN EFFECT AS OF THE EFFECTIVE DATE.
- IV. PUD REGULATIONS (CITY OF DORAL ORDINANCE NOS. 2006-05 & 2012- 08 ).
- V. URBAN DESIGN GUIDELINES (PATTERN BOOK, DATED Mar. 2012)

**EXHIBIT "5"**  
**FIRST AMENDED EXHIBIT "D"**  
**IMPACT FEES FOR THE PROJECT**

- I. **Impact Fee Provisions Applicable to the entire Proposed Program**
  - A. **Water and Sewer: Chapter 32, Miami-Dade Code; Miami-Dade County Administrative Order No. 4-110**
  - B. **Miami-Dade County Roadway Impact Fee: Chapter 33E, Miami-Dade Code**
  - C. **Police: Chapter 33I, Miami-Dade Code (City of Doral Code)**
  - D. **Miami-Dade County Fire and EMS Impact Fee: Chapter 33J, Miami-Dade Code**
  - E. **Miami-Dade County Schools: Chapter 33K, Miami-Dade Code**
  - F. **City of Doral Parks and Recreation Impact Fee: City of Doral Ordinance No. 2007-12 (subject to credits for park donation).**

II. **Impact Fee Provision Applicable to the Change from the Original Program to the Proposed Program (net additional square footage).**

The City of Doral Roadway Improvement Impact Fee adopted pursuant to City of Doral Ordinance No. 2006-16, as amended by Ordinance No. 2008-05, shall not apply to any development of the Project within the Original Program, as follows:

Retail:	180,000 sf
Office:	865,901 sf (including redevelopment of existing square footage)
Municipal/Civic:	100,000 sf (any unused Municipal / Civic square footage may be converted to office).
Residential:	2,840 du

Any development within the Project which exceeds the development of the Original Program shall be subject to the City of Doral Roadway Improvement Impact Fee in effect as of the effective date of this First Amendment to Master Development Agreement. In other words, any development in excess of 180,000 sf of retail use (up to 33,895 of additional retail space) or 865,901 of office use (up to 644,000 sf of additional office space, excluding any Municipal / Civic square footage that is converted into office use) shall be subject to the City of Doral's Roadway Improvement Impact Fee.

In order to ensure compliance with this provision, the Developer is obligated to maintain an ongoing accounting of the square footage of development within the First Amendment Property and provide a report of the totals of the program that has been permitted and completed at the time it seeks a building permit for development of a new structure within the First Amendment Property.

**EXHIBIT "6"**

**FIRST AMENDED EXHIBIT "E"**

**CALCULATION OF ESTIMATED ROADWAY IMPACT FEES  
BASED ON FULL PROJECT BUILDOUT**

I. **Miami-Dade County Roadway Impact Fee:** Since Miami-Dade County is not a party to the Master Development Agreement or this First Amendment to Master Development Agreement, the entire Project has been and will remain subject to the Miami-Dade County Road Impact Fee, as applicable and amended from time to time (subject to reductions due to demolition, credits and contributions in lieu of fees).

II. **City of Doral Roadway Improvement Impact Fee:** As noted above, the portion of the Proposed Program portion of the Project that is in excess of the Original Program shall be subject to the City of Doral Roadway Improvement Impact Fee. That fee is estimated to be as follows:

Uses Proposed	ITE LUC	Scale of Development	Units	Net External Daily Trip Rate	Net External Daily Trips	City Fee/Trip 190.43	Admin Fee 1.05
Ground Level Retail	814	33,895	SF	32.583	1,104	\$210,308	\$220,823
Office	710	644,00	SF	5.934	3,821	\$727,715	\$764,101
<b>TOTAL</b>					4,926	\$938,026	<b>\$984,924</b>

**ORDINANCE #2012-08**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE REZONING FROM IC (INDUSTRIAL COMMERCIAL) TO DMU (DOWNTOWN MIXED USE) OF ± 4.2 ACRES LOCATED AT 8475 NW 41<sup>ST</sup> STREET, DORAL, FLORIDA; A MODIFICATION TO THE DOWNTOWN DORAL DOWNTOWN MIXED USE (DMU) DISTRICT TO INCORPORATE THE AFOREMENTIONED ± 4.2 ACRE PROPERTY INTO THE DOWNTOWN DORAL DOWNTOWN MIXED USE PROJECT; FIRST AMENDMENT TO MASTER DEVELOPMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 24968 AT PAGE 2689 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, CC Doral, LLC, ("Applicant") has requested approval of (1) a rezoning of 4.2 ± acres located at 8475 NW 41<sup>st</sup> Street, Doral, Florida from Industrial Commercial (IC) to Downtown Mixed Use (DMU); (2) a modification to the Downtown Doral Mixed Use (DMU) District to incorporate the aforementioned 4.2 ± acre property into the Downtown Doral DMU Project; (3) the first amendment of the master development agreement recorded in Official Records Book 24968 at Page 2689 of the Public Records of Miami-Dade County, Florida; and

**WHEREAS**, after careful review and deliberation, staff has determined that this application has complied with the Code; and

**WHEREAS**, on January 25<sup>th</sup>, 2012 the City Council held a quasi-judicial hearing and received testimony and evidence related to the Application from the Applicant and other persons and found that the rezoning is consistent with the Comprehensive Plan and is in the best interest of the residents of Doral;



**WHEREAS**, after careful review and deliberation, staff has determined that this application has complied with the Code;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA THAT:**

**Section 1.** The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance upon adoption hereof.

**Section 2.** A rezoning of 4.2 ± acres located at 8475 NW 41<sup>st</sup> Street, Doral, Florida from IC (Industrial Commercial) to DMU (Downtown Mixed Use); and

**Section 3.** A modification to the Downtown Doral Mixed Use District (DMU) to incorporate the aforementioned 4.2 ± acre property into the Downtown Doral DMU Project; and

**Section 4.** The first amendment of the master development agreement recorded in Official Records Book 24968 at Page 2689 of the Public Records of Miami-Dade County, Florida; is hereby approved.

**Section 5.** **Effective Date.** This Ordinance shall be effective upon adoption on second reading.

The foregoing Ordinance was offered by Councilmember Boria, who moved its adoption. The motion was seconded by Councilmember Cabrera and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Michael DiPietro	Yes
Councilman Peter Cabrera	Yes
Councilman Luigi Boria	Yes
Councilwoman Ana-Maria Rodriguez	Yes

PASSED AND ADOPTED on first reading this 25 day of January, 2012.

PASSED AND ADOPTED on second reading this 28 day of March, 2012.

  
\_\_\_\_\_  
Juan Carlos Bermudez, Mayor

ATTEST:

  
\_\_\_\_\_  
Barbara Herrera, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
Jimmy Morales, City Attorney





**CFN 2006R1059804**  
DR Bk 24968 Pgs 2689 - 2725 (37pgs)  
RECORDED 10/03/2006 10:06:44  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

**RECORDING COVER PAGE**

**PARTIES:** CM Doral Development Company, LLC  
and CITY OF DORAL, FLORIDA

**DOCUMENT:** Master Development Agreement

**LEGAL DESCRIPTION:** See attached Exhibit "A"

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## MASTER DEVELOPMENT AGREEMENT

THIS MASTER DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into this 22 day of August, 2006 by and between CM Doral Development Company, LLC, a Delaware limited liability company (hereinafter, the "Developer"), and the City of Doral, Florida, a Florida municipal corporation (hereinafter the "City").

### WITNESSETH:

WHEREAS, Developer is the contract purchaser of those certain parcels of land located within the boundaries of the City, the legal descriptions of which are attached hereto and made a part hereof as Exhibit A (collectively, the "Property"); and

WHEREAS, the Property has historically been developed and operated as a unified development site which is now in part over thirty years old and in need of substantial reinvestment; and

WHEREAS, the Developer and the City mutually desire that the Property be redeveloped as a mixed-use project containing residential, retail, office, and municipal uses, as permitted in the City's comprehensive plan and zoning code (the "Project"); and

WHEREAS, the City has adopted City of Doral Ordinance No. 2006-05 (the "PUD Regulations") and is known as the "City of Doral PUD Planned Unit Development District" regulations, which is intended to "promote the planned development of large projects, by allowing greater freedom of design, by improving the opportunity for flexibility, creativity and innovation in land development, by limiting expenditure of public funds;" and

WHEREAS, consistent with the PUD Regulations, the Developer and the City desire to establish certain terms and conditions relating to the proposed redevelopment of the Property and wish to establish certainty as to the ultimate development of the Project; and

WHEREAS, pursuant to the PUD Regulations, the Developer filed an application to rezone the subject property to PUD, which was passed and adopted by the City on June 28, 2006 pursuant to City of Doral Ordinance Number 2006-18 (the "Approval") which established a planned unit development known as Downtown Doral, a pedestrian friendly, mixed-use urban center; and

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

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference. All exhibits to this Agreement are hereby deemed a part hereof.
2. Definitions.
  - (a) "Additional Term" is defined in Section 4 of this Agreement.
  - (b) "Comprehensive Plan" means the plan in effect as of the Effective Date and, upon a finding of "in compliance", that comprehensive plan adopted by the City pursuant to Chapter 163, Florida Statutes ("F.S."), meeting the requirements of Section 163.3177, F.S.,

and Section 163.3178, F.S., which has been sent to the Department of Community Affairs as of the Effective Date and is awaiting a finding of "in compliance" with the State Comprehensive Plan.

(c) "Conceptual Development Plan" is that master development plan approved by the City pursuant to PUD Regulations and which regulates the nature of the streets and blocks and establishes building sites within the Property and, along with the Urban Design Guidelines, govern the administrative review of all detailed development Site Plans for the Project.

(d) "Developer" means the person undertaking the development of the Property, as defined in the preamble to this Agreement, means the entity identified in the preamble to this Declaration, and any successor(s) and assignee(s) thereof which (a) acquires an interest in any portion of the Property from Developer pursuant to sale or ground lease for the purpose of development and resale or sublease, and (b) is specifically assigned rights as Developer hereunder by Developer pursuant to an express written assignment. Upon execution and recording of such assignment, the assignee will be deemed the Developer hereunder to the extent set forth in such assignment.

(e) "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 or more parcels and such other activities described in Section 163.3221(4), Florida Statutes (2004); provided, however, that the activities and uses set forth in Section 163.3221(4)(b), F.S. shall not constitute development.

(f) "Development permit" includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.

(g) "Effective Date" is the latter of the date of execution of this instrument by the Developer and the City and the date which the Approval has been finally approved and upon the expiration of all appeals and challenges thereto.

(h) "Entire Term" is the total term of this Agreement, combining the Initial Term and the Additional Term.

(i) "Governing body" means the City Council for the City of Doral or the or any other chief governing body of a unit of government which exercises regulatory authority and grants development permits for land development.

(j) "Initial Term" is defined in Section 4 of this Agreement.

(k) "Land" means the earth, water, and air, above, below, or on the surface and includes any improvements or structures customarily regarded as land.

(l) "Land Development Regulations" means ordinances, rules and policies enacted or customarily implemented by the City for the regulation of any aspect of development and includes any local government zoning, rezoning, subdivision, building

construction, or sign regulation or any other regulations controlling the development of or construction upon land in effect as of the Effective Date.

(m) "Laws" means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, and rules adopted by a local government affecting the development of land.

(n) "Local government" means any county or municipality or any special district or local governmental entity established pursuant to law which exercises regulatory authority over, and grants development permits for, land development.

(o) "Park Impact Fee" is defined in Section 12(b)(i) of this Agreement.

(p) "Park Space" is defined in Section 12(b)(iii) of this Agreement.

(q) "Park Sureties" is defined in Section 12(b)(i) of this Agreement.

(r) "Plaza Site" is defined in Section 12(c)(ii) of this Agreement.

(s) "Prior Approvals" is defined in Section 8 of this Agreement.

(t) "Project" means the development approved pursuant to the Project Approvals.

(u) "Project Approvals" is defined in Section 5(a) of this Agreement.

(v) "Public facilities" means major capital improvements, including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, educational, parks and recreational, and health systems and facilities.

(w) "On-Site Roadway Improvements" are those improvements to the Project roadway network located within the Property.

(x) "Off-Site Roadway Improvements" are those improvements to the roadway network within the municipal boundaries of the City of Doral which have been selected by the City for the Developer to construct and which will qualify as a contribution in lieu of impact fees or for impact fee credit.

(y) "Road Improvement Funds" is defined in Section 12(a) of this Agreement.

(z) "Site Plan" is comprised of a scaled and dimensioned site plan (with landscaping), elevation and typical floor plan submitted for administrative approval and reviewed for consistency with the Project Approvals.

(aa) "Urban Design Guidelines" is the development manual or 'Pattern Book' which establishes the Urban Design Vocabulary such as setbacks, heights, parking requirements, massing, building envelope and other development parameters for the development of individual building sites identified within the Conceptual Development Plan.

(bb) "Utility" includes any person, firm, corporation, association or political subdivision, whether private, municipal, county or cooperative, which is engaged in the sale,

generation, provision or delivery of gas, electricity, heat, water, oil, sewer service, telephone service, telegraph service, radio service or telecommunication service.

3. Intent. It is the intent of the Developer and the City that this Agreement should be construed and implemented so as to effectuate the purposes and intent of the parties and the purpose and intent of the Florida Local Government Development Agreement Act, Section 163.3220, F.S., et. al.

4. Effective Date and Duration.

(a) This Agreement shall become effective on the Effective Date. The Agreement shall be recorded in the public records of Miami-Dade County and shall run with the land and shall be binding on all parties and all persons claiming under it for an initial term of ten (10) years from the Effective Date (the "Initial Term").

(b) Since the establishment of a mixed use downtown for the City, as envisioned by the parties, is expected to take longer than the Initial Term and to the extent permitted by law, the Developer and the City by mutual consent have agreed that this Agreement shall be automatically extended from the expiration of the Initial Term for an additional period of five (5) years (the "Additional Term") upon a demonstration by the Developer to the City's Planning and Zoning Director that development commenced in a timely fashion and continued in good faith.

(c) The expiration date of the Agreement shall be for the Initial Term with one automatic extension for the Additional Term for the Entire Term of fifteen (15) years from the Effective Date (the "Expiration Date"), said Additional Term being based upon a demonstration by the Developer to the City's Planning and Zoning Director that development commenced in a timely fashion and continued in good faith.

(d) If construction has not been initiated or no use established in the Project within eighteen (18) months from the Effective Date, unless otherwise extended in accordance with the PUD Regulations, the City Manager shall schedule a public hearing before the City Council which may declare that the Approval and this Agreement are of no force and effect. For purposes of construing this Agreement, initiation of construction may include but not be limited to the demolition of existing structures, site filling and grading work, and/or vertical construction of proposed uses.

(e) The time-frames expressed within this Agreement shall be considered stayed and toll for the time lost resulting from the pendency of any moratorium, litigation or challenges which materially limit the ability of the Developer to continue development of the project.

5. Permitted Development Uses and Building Intensities.

(a) Permitted Development Uses. With the adoption and acceptance of this Agreement, the City has designated the Property "Downtown Doral District" on the official zoning map of the City, pursuant to the PUD Regulations, which establishes 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 Exhibit B. The official Project Approval documents are on file with the City. The Developer anticipates that at final build out, the Project is planned to become and will be a true, pedestrian-friendly, urban "downtown," with a mixture of residences, shops, offices and public spaces. In granting the Project Approvals, the City has determined that the proposed Project, which (assuming Project buildout) will contain up to 465,901 square feet of existing office space to remain and new development of up to 2,840 residential units, up to 400,000 square feet of new office use, up to 180,000 square feet of retail/commercial use (provided that this retail/commercial use may include office space), and up to 100,000 square feet of municipal/civic space for use by the City of Doral, along with all appropriate related and associated ancillary uses, is (i) 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 Approvals provided the actual development is in substantial compliance with the City's Comprehensive Plan and Land Development Regulations. 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.

(b) Density, Building Heights, Setbacks and Intensities. The maximum density, heights, setbacks, architectural controls and intensities for any development on the Property shall be regulated by the Project Approvals, the Land Development Regulations and the applicable designations in the City's Comprehensive Plan.

6. Project Approvals.

(a) Further Development Review. This Agreement and the Project Approvals establish the criteria upon which the Project shall be developed during the Entire Term and set forth the sole and exclusive limitations upon the development of the Project.

Consistent with the foregoing, prior to the issuance of any building permit for any development within any portion of the Property, the Developer shall submit a Site Plan for the building site that includes the proposed building for administrative site plan approval by the City's Planning and Zoning Director. Site Plans for individual building sites shall be designed to generally conform to the Project Approvals, and the Land Development Regulations and the applicable designations in the City's Comprehensive Plan. In addition, each Site Plan for a residential building shall include a schedule which shall specifically provide the number of residential units, bedrooms, bathrooms and the square footage of each residential unit shown on the Site Plan for that residential building. The administrative approval process shall not prohibit development of any Site Plan so long as the density of development and height of the structures within the development subject to the Site Plan is in substantial compliance with the Project Approvals, Land Development Regulations and generally consistent with the terms contained in this Agreement. In addition, it is

specifically provided that newsracks placed within the Project will be in accordance with City standards.

In the event that the City's Planning and Zoning Director does not approve the Site Plan, the Director shall render its decision by notifying the Developer and the Property Owner in writing by certified mail, overnight express delivery or hand delivery. The Developer, or its assigns has the right to appeal the administrative decision directly to the City Council for the City Council to determine whether the City's Planning and Zoning Director erred in its decision to deny the approval of the Site Plan based on the plan's conformance with this Agreement, the Project Approvals, and the Land Development Regulations in effect as of the Effective Date and the applicable designations in the City's Comprehensive Plan in effect as of the Effective Date. Any such appeal must be filed with the City Clerk within thirty (30) days of rendition of the denial of the Site Plan. The City agrees to process any appeal to the City Council on an expedited basis and, in the absence of a force majeure event, agrees to hear and decide on any appeal within sixty (60) days from receipt of a letter from the Developer requesting such hearing by the City Clerk, which appeals the decision of the City administrator.

(b) Downzoning. For the Entire Term of this Agreement, the City shall not downzone or otherwise limit the ability of the Developer to develop this Property in accordance with the Project Approvals which are in effect as of the Effective Date, consistent with this Agreement, and nothing shall prohibit the issuance of further development orders and approvals in conformity with same.

7. Public Services and Facilities; Concurrency. The City and Developer have established that all public facilities and services which are required to service the Project, the entities responsible for providing such facilities, the date any new public facilities, if needed, will be constructed, and a schedule for the construction of such public facilities is set forth in Exhibit C. For the purposes of concurrency review, it is hereby found that, throughout the Entire Term of this Agreement, sufficient infrastructure capacities will be reserved and remain available to serve this Project. All subsequent development orders or permits sought to be issued which are in general conformity with the Project Approvals and this Agreement are hereby found to meet concurrency standards set forth in the Comprehensive Plan as such standards may be amended from time to time (concurrency regulations) and to be consistent with Land Development Regulations, so long as the Developer develops the Property in general compliance with the terms and conditions contained within the Project Approvals in effect as of the Effective Date and this Agreement.

8. Local Development Permits for Existing Office Park. The Property has been the subject of various development permits consistent with the Property's current development as an office and commercial park, with appropriate underlying development, subdivision, zoning and Comprehensive Plan designations and approvals that allow such duly and appropriately approved uses ("Prior Approvals"). While the Developer develops portions of the Property, certain uses and existing facilities or structures shall remain in place and the continued existence, improvement, replacement or repair of all legally approved and permitted existing facilities is permitted. Improvement, replacement or repair of said existing facilities may occur outside of existing building lines of structures, provided that such work is in compliance with the Prior Approvals and that any new impacts resulting from the work are addressed in accordance with the Land Development Regulations. It is further intended and understood by the parties that the Project Approvals shall

enable anticipated existence, improvement, replacement and repair of the existing facilities without limitation, so long as it is in a manner consistent with the Prior Approvals. The City shall approve the development permits required for the present owner or its assigns to maintain, replace, repair, and operate the existing facilities in a manner consistent with the Prior Approvals, and without any limitation resulting from the Project Approvals, including but not limited to:

- (a) Building permits;
- (b) Certificates of use and/or occupancy; and
- (c) Any other official action of the City and/or Miami-Dade County, Florida, having the effect of permitting the development of land.

9. Local Development Permits. The redevelopment of the Property as a mixed-use project in accordance with the Project Approvals is contemplated by the Developer. The City shall approve certain additional development permits in order for the Developer to develop the Project in a manner consistent with the Project Approvals, the Land Development Regulations and Comprehensive Plan designations affecting the Property, such as:

- (a) Site Plan approvals;
- (b) Land Improvement Permits
- (c) Subdivision plat and or waiver of plat approvals;
- (d) Water, sewer, paving and drainage permits;
- (e) Covenant or Unity of Title acceptance or the release of existing unities or covenants;
- (f) Building permits;
- (g) Certificates of use and/or occupancy; and
- (h) Any other official action of the City and/or Miami-Dade County, Florida, having the effect of permitting the development of land.

10. Consistency with Comprehensive Plan. The City hereby finds that the development of the Property and completion of the Project in general conformity with the Project Approvals is consistent with the City's Land Development Regulations and Comprehensive Plan designation as of the Effective Date and shall not be subject to any future changes to the City's Land Development Regulations and Comprehensive Plan designation after the Effective Date and for the duration of the Entire Term.

11. Necessity of Complying with Local 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 or restriction in effect on the Effective Date of this Agreement shall not relieve Developer of the necessity of complying with the regulation governing said permitting requirements, conditions, fees, terms or restrictions as long as compliance with said regulation and requirements do not require the Developer to develop the Property in a manner that is inconsistent with the Project Approvals.

12. Impact Fees and Infrastructure. The impact fee requirements that are in effect as of the effective date of this Agreement and which would apply to the development of the Project are specifically provided in Exhibit D. It is agreed and understood by the parties that no other impact fees other than those listed will apply to the development of the Project. No new impact fees or increases to the fees in existence as of the Effective Date shall be adopted by the City or otherwise

be applied to the development of the Project during the Entire Term of this Agreement. The City and Developer shall coordinate their efforts to derive the maximum benefit of any impact fee payments in favor of the Project and the City. In that regard, the parties shall use their commercially reasonable efforts to apply impact fees in the following manner:

(a) Roadway Construction / Impact Fees.

(i) It is understood that the on-site roadway network is substantially in place. However, in order to develop the Project in conformance with the Project Approvals, certain additional on-site roadway construction, expansion, renovation or improvement may be required ("On-Site Roadway Improvements"). All On-Site Roadway Improvements shall be the responsibility of the Developer. Unless otherwise mutually agreed to in writing by the parties, said On-Site Roadway Improvements shall be timed to be completed or caused to be completed, at a minimum, prior to the issuance of the certificate of occupancy issued for any new structures constructed along the roadway frontage for said structure and, where an additional dedication is required, the right of way and improvements shall be dedicated to the City upon completion. The parties agree to work cooperatively to stage On-Site Roadway Improvement construction projects in a manner that will reasonably minimize disruption to traffic patterns, including extending time-frames for completion where appropriate. The On-Site Roadway Improvements for each phase of construction shall be shown on the Site Plan submitted to the City for its approvals. On-Site Roadway Improvements shall not be required for any land beyond the boundaries of the property shown on each individual Site Plan up to the centerline of abutting roadways surrounding the Project.

(ii) The Project will also be subject to roadway impact fee requirements. Subject to the conditions set forth below, the Developer hereby agrees, prior to the issuance of a building permit for each new building, to provide a bond, letter of credit or other surety in a form mutually acceptable to the City and the Developer, in an amount equal to that portion of the estimated roadway impact fees to be paid by the Developer for that building.

(iii) The estimate of the roadway impact fees for the entire Project (the "Road Improvement Funds") shall be based on the following:

(1) the roadway impact fees adopted by Miami-Dade County and applicable as of the Effective Date of this Agreement,

(2) the maximum allowable number of dwelling units and maximum amount of office and retail square footage permitted on the Property, as reflected in the Project Approvals,

(3) any allowances or reductions to the amount of the estimated roadway impact fees permitted by applicable law, including those arising from the elimination of existing structures and uses.

For information purposes only, the best, current non-binding estimate of the roadway impact fees for the Project is attached hereto as Exhibit E.

(iv) In order to best address the Project's impacts upon off-site roadways within the City, the Developer agrees to construct and/or cause the construction of certain off-site traffic and roadway improvements which have been identified by the City Public Works Director ("Off-Site Roadway Improvements"). The Public Works Director shall use his reasonable best efforts to ensure that list of Off-Site Roadway Improvements shall be crafted in a manner consistent with the criteria established for the authorization of impact fee credits provided within the Miami-Dade Roadway Impact Fee ordinance, Section 33E-9, Miami-Dade County Code of Ordinances. To the extent that the estimated cost of the Off-Site Roadway Improvements listed by the Public Works Director exceeds the Road Improvement Funds, the City acknowledges that the Developer shall not be obligated to cause, construct or complete all the Off-Site Roadway Improvements; rather, the Developer, at its sole discretion, after receiving input from the City, shall select from among the Roadway Improvements so as to undertake only those Off-Site Roadway Improvements for which the aggregate cost of construction will not exceed the total amount set aside as Road Improvement Funds. In the exercise of its discretion, the Developer shall consider in good faith the stated priorities of the City and the City acknowledges that the Developer may select as its priority improvements, those Off-Site Roadway Improvements which will be most likely to receive impact fee credits from Miami-Dade County. The Developer acknowledges that the City is in no way obligated to assume any expenses or costs associated with these traffic and roadway improvements unless the City expressly volunteers to assume such expenses or costs.

(v) Prior to the issuance of the certificate of occupancy for the first residential unit within the Project, the City Public Works Director will timely provide the Developer, for its review and approval, a schedule for the construction of the Off-Site Roadway Improvements and the timing of the installation of said Off-Site Roadway Improvements which corresponds to the creation of impacts of the Project in excess of acceptable levels of service which has been approved and accepted by the City (the "Off-Site Improvement Schedule"). It is understood and agreed by the parties that the proposed time-frames shall contemplate the phasing of improvements in a manner which corresponds to the development phasing. It is further agreed by the parties that said schedule shall not require any construction of Off-Site Roadway Improvements until the issuance of the building permit for the 500<sup>th</sup> residential dwelling unit within the Project ("Roadway Construction Scheduling Date"). Said schedule of improvements must address the impacts and provide for the amount of development for which it will mitigate (if any). Following the Roadway Construction Scheduling Date, permits for any Off-Site Roadway Improvements which have been identified on this schedule must be submitted prior to the issuance of a building permit for the amount of development for which it will create impacts as provided on the schedule and permit processing and subsequent construction shall continue in good faith until the completion of said Off-Site Roadway Improvements. Prior to commencement of construction of any of the Off-Site Roadway Improvements, the Developer shall present the City with design documents and cost-estimates for the selected Off-Site Roadway Improvements. Upon approval by the City of the design documents and the issuance of applicable permits, the Developer shall promptly proceed with the construction of the selected Off-Site Roadway Improvements, including the letting, selection, negotiation of any contracts with third parties to complete such improvements and shall use its reasonable best efforts to complete such improvements. If the City reasonably determines that the Developer is not promptly proceeding with the selected Off-Site Roadway Improvements,



the City shall notify the Developer with written notice of such determination by certified mail, return receipt and provide the Developer with fifteen (15) days to proceed with or complete construction in accordance with the Off-Site Improvement Schedule. In the event that the Developer fails to proceed with the construction of the selected Off-Site Roadway Improvement(s) during the 15 day cure period or if Developer is otherwise not promptly proceeding as determined by the City, the City may withhold issuance of further certificates of occupancy until construction of the required Off-Site Roadway Improvement(s) promptly proceeds or is completed, as appropriate and consistent with the Off-Site Improvement Schedule. Upon any improvement being substantially open to traffic as determined by the City Engineer, the City shall reduce or release the bond, letter of credit, or surety by the actual cost of the construction of that Road Improvement. Upon the selected On-Site or Off-Site Roadway Improvements being substantially open to traffic, the City shall release any remaining bond, letter of credit or surety delivered with respect to any On-Site and Off-Site Roadway Improvements and return said instrument to the Developer.

(vi) The obligations of the Developer set forth in Section 12(a)(iii), (iv) and (v) of this Agreement are contingent upon and subject to the approval by Miami-Dade County of a road impact fee credit to the Developer pursuant to Section 33E-9, Miami-Dade County Code of Ordinances, in an amount equal to the amount of the Road Improvement Funds. Notwithstanding anything to the contrary herein, the Developer shall not be responsible for any cost or expense for the Off-Site Roadway Improvements that would cause the Developer to expend an amount in excess of that set aside as Road Improvement Funds.

(vii) For the Entire Term of this Agreement, the City shall not seek to impose or collect any road impact fees resulting from any development within the Property or any other similar fee imposed by the City seeking to pass on to the Developer a proportionate share of the Project's impact on the City's roadway network.

(b) Park Site/Impact Fees.

(i) In accordance with the Project Approvals and paragraph 12(b)(iii), below, the Developer intends to improve and convey land to be used for park and recreational purposes within the Project. The City acknowledges and agrees that the City's impact fees are the sole and exclusive park impact fees due for the redevelopment of the Property with the Project and that the estimated Parks and Recreation impact fee for the Project, assuming full build-out of the proposed residential development program of 2,840 dwelling units, is Four Million Two Hundred Sixty Thousand and 00/100 (\$4,260,000.00) Dollars (the "Park Impact Fee"). Unless and until a dedication of Park Space has occurred and impact fee credits have been assigned to the Project by the City, prior to the issuance of a building permit for each residential structure within the Property, the Developer shall provide a bond, letter of credit, or other surety in a form mutually acceptable to the City and Developer, for an amount equal to that portion of the Park Impact Fee, which is intended to cover the cost of the Parks and Recreation impacts generated by that building (the "Park Sureties"). Once a dedication of Park Space has occurred and upon a demonstration that the value of the Park Space and improvements exceed the estimated Park Impact Fee, then the City shall issue building permits in conformity with its Park and Recreation impact fee, based on credits granted for the Park Space dedication (including improvements) and no

further surety shall be required to address Park and Recreation impact fee obligations for the issuance of a building permit within the Project. Prior to February 28, 2007 (unless extended by mutual agreement of the parties, in writing), the Developer shall provide a certified appraisal(s) assessing the highest and best use of the land to be conveyed as Park Space, based on mutually acceptable assumptions, which evidence and demonstrate the value of the Park Space land (as of the date of this Agreement) and improvements that are to be conveyed to the (the "Park Appraisal"). In addition, upon dedication of the Park Space, including the improvements contemplated in this paragraph (b), the City shall, without delay, release any and all Park Sureties previously provided to the City in satisfaction of its Park and Recreation impact fee requirement.

(ii) The parties mutually agree and the Developer shall ensure that the value of the Park Space and improvements to be dedicated to the City shall meet or exceed the Park Impact Fee. Upon dedication of the Park Space and improvements contemplated in this paragraph (b), the City shall credit the Developer for such dedication and shall not seek to impose or collect any additional Park and Recreation impact fees resulting from any development within the Property or any other similar fee imposed by the City seeking to pass on to the Developer a proportionate share of the Project's impact on the City's parks. The City agrees to support the Developer in any of its efforts to obtain an impact fee credit or contribution in lieu of impact fees.

(iii) The Project as shown on the Conceptual Development Plan contemplates and provides for a minimum of 3 acres of park land within the Property. Prior to the issuance of the final certificate of occupancy for the 947th residential dwelling unit within the Project (the "Park Space Conveyance Date"), the Developer will make available for public park purposes a minimum contiguous 3 acre parcel, with park improvements, to the City (the "Park Space"). The parties agree that the conveyance and development must be completed prior to the issuance of the final certificate of occupancy for the 947<sup>th</sup> residential dwelling unit within the Project.

#### Selection of the Park Space Alternative

(1) *Park Space Alternatives.* Two alternative Park Space locations are shown within the Project Approval Documents (the "Preferred Park Space Alternatives"). The two configurations shown on the Conceptual Development Plan are the Developer's Preferred Park Space Alternatives. However, one or both of these Preferred Park Space Alternatives may not be available as of the Park Space Conveyance Date. Other alternatives may be deemed appropriate by the Developer, depending on availability of land, appropriate design and functional considerations and other variables which may exist at the time such Park Space conveyance is required (the "Other Park Space Alternatives").

(2) *Selection of Alternatives.* After consultation with the City's Planning and Zoning Director and the Director of the City's Parks Department, the Developer, at its sole discretion, will designate the final Preferred Park Space Alternative for conveyance to and acceptance by the City. If, as of the Park Space Conveyance Date, the Developer elects

that the park design allows for connectivity to the City's bikeway master plan and is consistent with the City's tree master plan. Exhibit F generally provides the nature of the required and optional improvements to the Park Space which are contemplated by the parties, but does not constitute a binding Park Space improvement plan. Exhibit G provides the criteria upon which impact fee credits for Park Space will be calculated. Improvements to the Park Space shall be credited against the Park Impact Fee. Developer shall convey such improvements by a bill of sale to the City, at no cost, simultaneously with the conveyance of the Park Space to the City.

The conveyance of the final Park Space shall be eligible and creditable against the Project's Park Impact Fee which may be due. Upon conveyance of the Park Space or portion thereof, the City shall release the Park Sureties provided by the Developer pursuant to Section 12(b)(i) above for the value of the Park Space then conveyed, based on the value of the land conveyed and park improvements, to the City at the time of the dedication and establish a credit in favor of the Developer for the excess value of the dedication over the outstanding Park Sureties released. The City agrees to maintain the Park Space and improvements at the same level as was maintained by the Developer prior to the conveyance. Alternatively, after conveyance of the Park Space, the Developer retains, at its cost, the option to continue to maintain the Park Space through the Additional term.

(c) School Site.

(i) The City and Developer mutually desire to establish a school within the Project and agree to work together to establish a public (charter or non-charter) or private school within the Project in a manner that is mutually acceptable to both parties.

Any school conveyance, construction and operation shall be subject to the following limitations and deed restrictions:

- Construction and development of any facility shall be limited to educational facilities, with a reversionary interest in the event that such use is discontinued;
- The architectural controls of the Project shall apply to development of any educational facility on the Plaza Site;
- The total number of full-time equivalent students within any educational facility shall not exceed 800 students; and
- Primary vehicular access for all school vehicles shall be along N.W. 54<sup>th</sup> Street.

(ii) Miami-Dade County and the Miami-Dade County School Board educational facilities impact fee currently govern and are anticipated to continue to govern development of the Property. The existing educational facilities impact fee ordinance (Section 33K-9, Miami-Dade County Code of Ordinances; the "School Fee") is currently



to convey one of the designate Preferred Park Space Alternatives to the City, but is unable to complete the conveyance for reasons beyond the Developer's reasonable control (such as the inability to obtain possession of either of the Preferred Park Space Alternatives), the Developer reserves the right to temporarily provide alternative Park Space to the City with minimal improvements. In any event, the Preferred Park Space Alternative site which is selected by the Developer, with final improvements, shall be conveyed to the City no later than two years after the Park Space Conveyance Date, unless this time-frame is extended by mutual agreement of the parties, in writing.

(3) *Other Park Space Alternatives.* If the Developer determines prior to the Park Space Conveyance Date that neither of the Preferred Park Space Alternatives are appropriate, it will seek to provide the City with an Other Park Space Alternative by providing the City with a detailed description and its reasons for selecting said Other Park Space Alternative for City Council approval and acceptance. Upon City Council approval of an Other Park Space Alternative, or upon selection of a Preferred Park Space Alternative by the Developer, all other Park Space Alternatives may be developed with other uses consistent with the Project Approvals. At such time of conveyance of the Preferred Park Space Alternatives or the Other Park Space Alternative, the temporary park space alternative site shall be simultaneously reconveyed/returned to the Developer in a condition similar to the original conveyance.

#### Terms of Park Space Conveyance

(1) *Instrument(s) of Conveyance.* The permanent Park Space shall be conveyed to the City by special warranty deed, which shall contain a restriction that the use of the property shall be limited to a public park. Any temporary Park Space alternative site conveyance shall be through lease, license, operating agreement or other form which is mutually acceptable to the parties. All conveyances of Park Space to the City, whether temporary or permanent, shall be at no cost to the City, other than any documentary stamps and surtax due on the special warranty deed and the cost of any title insurance the City desires to obtain.

(2) *Improvements to the Park Space.* In addition to conveyance of the Park Space, the City and Developer agree that the Developer will improve the Park Space, the cost of which will be borne by the Developer and credited against the Park Impact Fee. The Developer is under no obligation to install all improvements suggested by the City in excess of the Park Impact Fee. The Developer (a) in good faith coordination with the City, (b) shall reasonably attempt to design, and (c) shall install the Park Space improvements in a manner consistent with the spirit and intent of the City's suggestions, even if the value of the land (based on the Park Appraisal) and the cost of improvements exceed the value of the Park Impact Fee. The Developer will ensure

estimated to generate educational facilities impact fees against the Project (when applied using the criteria provided in Exhibit I) in the amount of five million one hundred twenty-three thousand six hundred sixty-four dollars (\$5,123,664.00; the "Educational Impact Fee Amount"). In the event that the School Fee does not change as of the later of January 1, 2010 or the issuance of the building permit for the 1,420th residential dwelling unit within the Project, the Developer agrees to give the City the option to have the Developer convey that certain +/- 3.5 acre site within the Property, legally described in Exhibit H and commonly referred to as the "Plaza Site," solely for the construction of a municipal charter school, with the term of this offer expiring as of the latter of January 1, 2010 or the issuance of the building permit for the 1,420<sup>th</sup> residential dwelling unit within the Project (the "Charter School Option Term"), recognizing that such term may be further extended by mutual agreement of the parties, in writing. Such conveyance, if required, shall be at no cost to the City. Alternatively, in the event that the School Fee is increased or the City elects to not exercise its Charter School Option during the Charter School Option Term, the Developer may, at its discretion, elect to dedicate or otherwise convey the Plaza Site to the Miami-Dade County School Board in lieu of impact fees or other consideration.

In the event that Miami-Dade County and the Miami-Dade County School Board amend the School Fee to increase the fee prior to the later of January 1, 2010 or the issuance of the building permit for the 1,420th residential dwelling unit within the Project, then the Developer shall no longer be required to convey the Plaza Site to the City at no cost. The City, however, shall retain an option to purchase the Plaza Site, solely for the purpose of constructing a municipal charter school thereon, which option shall run through the Charter School Option Term and shall be at a cost equal to the difference between the School Fee estimated for the entire Project as of the time of conveyance less the estimated Educational Impact Fee Amount noted above and any educational impact fee credits or contributions-in-lieu of fee granted by Miami-Dade County, but not to exceed the appraised value of the land at the time of conveyance.

In addition, nothing herein shall prohibit the Developer from seeking credit for the dedication of the Plaza Site as a contribution-in-lieu of the educational facilities impact fees imposed pursuant to Chapter 33K of the Miami-Dade County Code of Ordinances.

In the event that the City does not invoke its option prior to the expiration of the Charter School Option Term, the City and Developer are relieved of all obligations to provide a school and the use of the Plaza Site shall be in accordance with such other uses, intensities and guidelines as are provided and permitted within the Project Approval Documents.

(ii) Nothing herein shall preclude the establishment of an Educational Facilities Benefit District for the establishment of educational facilities to serve the Property, which may include either public or public charter schools, and all appropriate school impact fee credits that may become available as a result of the establishment of such a district.

13. Reservation or Dedication of Land. Except as otherwise provided herein and pursuant to applicable subdivision regulations and the reservations of land described in this Agreement, the Developer shall not be required to dedicate or reserve any land within the Property

for public purposes. The parties recognize that the Concept Development Plan designates certain parcels for civic use. If the City and Developer fail to agree to terms as to the conveyance and/or development of civic uses and/or a civic site within the Project, then the parcels shown for civic use on the Concept Development Plan may be developed for private uses in conformity with the Project Approvals.

14. Reservation of Development Rights. For the term of this Agreement, the City hereby agrees that it shall permit the development of the Project in accordance with the Project Approvals, the City's Land Development Regulations, the City's Comprehensive Plan, and existing laws and policies as of the Effective Date of this Agreement which are or may be applicable to the Property, subject to the conditions of this Agreement. The Property shall not be subject to downzoning, unit density or commercial or office intensity reduction or any other limitation upon the development rights in effect upon the Effective Date of this Agreement and during the Entire Term of this Agreement. However, nothing herein shall prohibit an increase in developmental density or intensity within the Project in a manner consistent with the City's Comprehensive Plan, provided that an increase in density shall result in pro rata adjustments to the impact fee benefits to City provided in Paragraph 12, nor shall any increase in the impact fees caused by measured density be interpreted as an increase in the school fees.

The expiration or termination of this Agreement, for whatever reason, shall not be considered a waiver of, or limitation upon, the rights, including, but not limited to, any claims of vested rights or equitable estoppel, obtained or held by the Developer or its successors or assigns to continue development of the Project in conformity with all the Project Approvals and all prior and subsequent development permits or development orders granted by the City, including, but not limited to, those rights granted under the City's Comprehensive Plan and land development regulations.

15. Binding Effect. The rights and obligations set forth in this Agreement shall run with and bind the Property as covenants running with the Property, and this Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees and assigns, and a copy of this Agreement shall be recorded in the Public Records of Miami-Dade County, Florida, at the sole cost and expense of the Developer upon execution of this Agreement.

16. Governing Laws. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Developer and the City agree that Miami-Dade County, Florida is the appropriate venue in connection with any litigation between the parties with respect to this Agreement.

17. Entire Agreement. This Agreement sets forth the entire Agreement and understanding between the parties hereto relating in any way to the subject matter contained herein and merges all prior discussions between the Developer and the City. Neither party shall be bound by any agreement, condition, warranty or representation other than as expressly stated in this Agreement and this Agreement may not be amended, modified or released except by written instrument signed by the City and the Developer (or its assigns, which may include, but not be limited to a Community Development District and/or a master property owners' association with appropriate authority over the Property), provided that such amendment, release or change has been

approved by the City after public hearing, pursuant to Sections 163.3225, and 163.3229, Florida Statutes.

18. Cancellation and Enforcement. In the event that the Developer, its successors and/or assigns fails to act in accordance with the terms of the Project Approvals, the Conceptual Development Plan and Urban Design Guidelines, the City shall seek enforcement of said violation upon the tract/building site or portion of that tract in which the violation is alleged to occur and not the Property. Enforcement of this Agreement shall be by action against any parties or person violating, or attempting to violate, any covenants set forth in this Agreement.

19. Cumulative Remedies. Nothing contained herein shall prevent the Developer from exercising its rights and remedies may have under law.

20. Prevailing Party. The prevailing party in any action or suit pertaining to or arising out of this Agreement shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his/her/its attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

21. Severability. If any Section, sentence, clause, paragraph, or phrase of this Agreement is to be invalidated or deemed unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

[Signature Page Follows]

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

ATTEST:

Barbara Heuser  
City Clerk

CITY:

CITY OF DORAL, FLORIDA

By:

[Signature] City Manager  
28<sup>th</sup> day of August, 2006

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

[Signature]  
City Attorney

DEVELOPER:

WITNESSES:

CM DORAL DEVELOPMENT COMPANY, LLC, a Delaware limited liability company

By: Codina Doral, Ltd., a Florida limited partnership, its managing member

By: Flagler Doral, LLC., a Florida limited liability company, its general partner

[Signature]  
Signature  
Ana C. Lopez  
Print Name

By: [Signature]  
Name: Armando Codina  
Title: President

[Signature]  
Signature  
Armando Codina  
Print Name

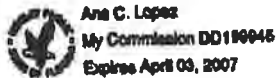
STATE OF FLORIDA )  
                                  )  
COUNTY OF MIAMI-DADE )

SS.

The foregoing instrument was acknowledged before me this 22 day of August, 2006, by Armando Codina, as President of Flagler Doral, LLC., a Florida limited liability company, the general partner of Codina Doral, Ltd., a Florida limited partnership, the managing member of CM Doral Development Company, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification, and acknowledged that he did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

[Signature]  
Notary Public, State of Florida  
Ana C. Lopez  
Print Name




**JOINDER BY OWNER**

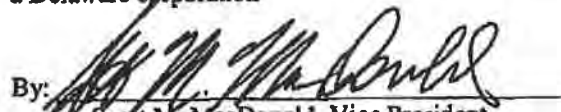
The undersigned, KOALA MIAMI REALTY HOLDING CO., INC., a Delaware corporation ("Koala"), the current Owner of all of the property described in the foregoing Development Agreement, does hereby consent to the execution of this Development Agreement by the Developer, CM Doral Development Company, LLC, a Delaware limited liability company, and agrees this Development Agreement shall constitute a covenant running with the land and shall remain in full force and effect and be binding upon the undersigned Owner, and its successors and assigns, including the Developer, if applicable, unless and until the same is modified or released; provided however, nothing contained in the foregoing Development Agreement shall be deemed to obligate Koala to make any dedications of land, contribute any money or take any other action in connection with any development of the Property proposed by Developer or any other person or to mitigate the effects of development on parks, schools or traffic.

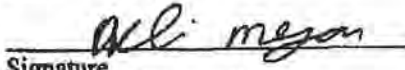
IN WITNESS WHEREOF, these presents have been executed this 16<sup>th</sup> day of August, 2006.

WITNESSES:

KOALA MIAMI REALTY HOLDING CO., INC.,  
a Delaware corporation

  
Signature  
Laura Dore  
Print Name

By:   
Scott M. MacDonald, Vice President

  
Signature  
Adi Mejan  
Print Name

Address: 245 Park Avenue  
NY, NY 10167

STATE OF NEW YORK            )  
  ) SS  
COUNTY OF NEW YORK        )

The foregoing instrument was acknowledged before me this 16 day of August, 2006, by Scott M. MacDonald, Vice President of KOALA MIAMI REALTY HOLDING CO., INC., a Delaware corporation. He is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

  
Notary Public - State of New York

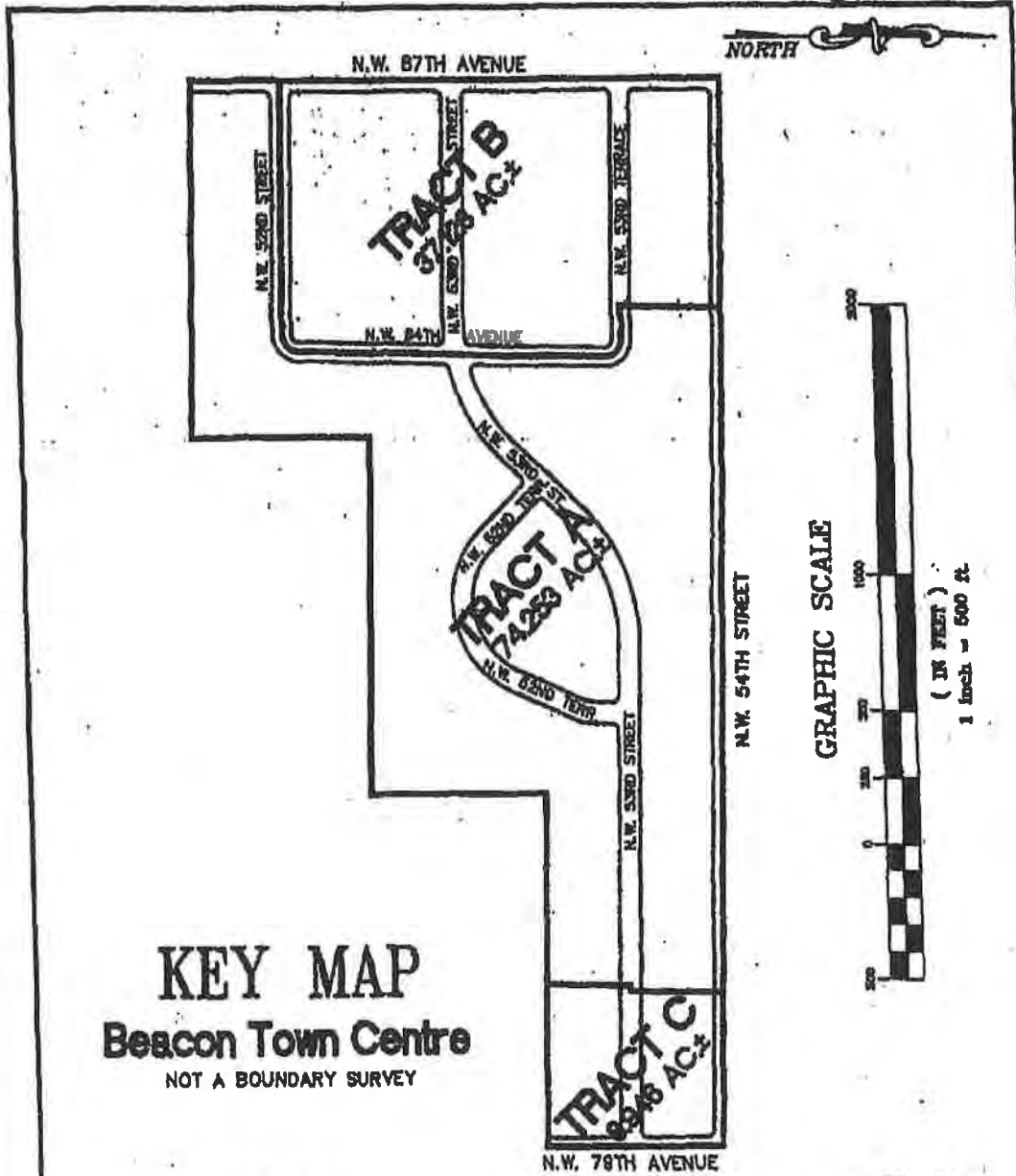
Print Name \_\_\_\_\_  
ESTHER MARY KRIVDA  
Notary Public, State of New York  
No. 611070031201  
Qualified in Bronx County  
Commission Expires Nov. 20, 2008

My Commission Expires:

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**




Beacon Town  
Center



**KEY MAP**  
**Beacon Town Centre**  
 NOT A BOUNDARY SURVEY

NOTE: AREAS TO CENTERLINES OF ADJACENT STREETS (GROSS ACREAGE)

Sheet 1 of 5

 <b>J.H. MANUCY, INC.</b> <small>Land Surveying, Civil Engineering &amp; Environmental Engineers        2400 N. 10th Street, Suite 100        Fort Worth, Texas 76107        Tel: (817) 332-1111 • Fax: (817) 332-9100</small>	LICENSED PREPARED FOR:	DATE: 2/21/05
	<b>Codina Development Corp.</b>	DRAWN: SB
		SCALE: 1" = 500'
		FIELD BOOK: N/A
		ORDER No.: 105283


(1) COPYRIGHT NOTICE: ALL DIMENSIONS AND SPECIFICATIONS SHOWN ARE BASED ON THE PLAN IS THE PROPERTY OF J.H. MANUCY, INC. NOT TO BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF J.H. MANUCY, INC.

# Beacon Town Centre

## 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, 6, 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 80.00 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 80.00 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 126.48 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

Sheet 2 of 5

 <b>J.H. MANUCY, INC.</b> <small>Land Surveyors, Civil Engineers &amp; Surveyors                  1100 N.W. 11th Street, Suite 200                  Fort Lauderdale, FL 33304                  Telephone: (954) 571-1100</small>	<small>LOAN NO.</small>	<small>DATE:</small> 2/21/05
	<small>PREPARED FOR:</small>	<small>DRAWN:</small> 58
	<b>Cordia Development Corp.</b>	<small>SCALE:</small> NONE
		<small>FIELD BOOK:</small> N/A
		<small>ORDER No.:</small> 105283

NO WARRANTY IS MADE AS TO THE ACCURACY AND SUFFICIENCY OF THE INFORMATION CONTAINED HEREIN OR THE PLAN OF THE PROPERTY OF J.H. MANUCY, INC. NOR IS IT TO BE RELIED UPON BY ANY OTHER PARTY EXCEPT BY WRITTEN AGREEMENT WITH J.H. MANUCY, INC.

## Beacon Town Centre

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 659.97 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.

# Beacon Town Centre

## 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. 54TH AVENUE AND N.W. 57TH 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. 57TH 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 1B; 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 128.46 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 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. 54TH AVENUE; THENCE SOUTH 01°22'10" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 1187.64 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; HAVING A RADIUS OF 60.00 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 842.50 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N.W. 57TH 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 1321.06 FEET TO THE POINT OF BEGINNING, CONTAINING 37.128 ACRES; MORE OR LESS.

Sheet 4 of 5

<p><b>J.H. MANUCY, INC.</b>  <small>Land Surveyors and Engineers          1000 N.W. 10th St., Suite 100          Fort Lauderdale, FL 33304          Tel: (954) 575-1111 Fax: (954) 575-1112</small></p>	LICENSE PREPARED FOR:	DATE: 3/21/06
	Codina Development Corp.	DRAWN: SB
		SCALE: NONE
		FIELD BOOK: N/A
		ORDER No.: 105283

NO WARRANTY EXPRES OR IMPLIED, ALL DIMENSIONS AND SPECIFICATIONS SHOWN AND WRITTEN ON THIS PLAN IS THE PROPERTY OF J.H. MANUCY, INC. ANY USE OF THIS PLAN BY OTHER PARTIES WITHOUT THE WRITTEN AUTHORITY OF J.H. MANUCY, INC.

## Beacon Town Centre

### 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 38 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. 78TH 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 809.03 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 38, 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. 78TH AVENUE; THENCE SOUTH 00°01'43" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 669.33 FEET TO THE POINT OF BEGINNING, CONTAINING 8.946 ACRES, MORE OR LESS.

**EXHIBIT B**  
**LIST OF PROJECT APPROVAL DOCUMENTS**

- I. CITY OF DORAL ORDINANCE NUMBER 2006-05 & 2006-18.
- II. CONCEPTUAL DEVELOPMENT PLAN.
- III. LAND DEVELOPMENT REGULATIONS IN EFFECT AS OF THE EFFECTIVE DATE.
- IV. PUD REGULATIONS (CITY OF DORAL ORDINANCE NO. 2006-05).
- V. URBAN DESIGN GUIDELINES (PATTERN BOOK).

**EXHIBIT C**  
**PUBLIC FACILITIES**

**I.**

**I. Required Public Facilities**

**A. Roadways**

**i. Existing**

All existing public right-of-ways shall remain in their current locations and configurations. Improvements within the right-of-ways may be modified. Modification may include relocating curb and gutters, asphalt, or sidewalks.

**ii. New**

New roadways that are proposed by applicant shall be on property currently owned by applicant or its predecessor in interest. Such roadway may also contain improvements such as curb and gutter or sidewalks that meet with the approval of the City of Doral.

**B. Water**

Potable water shall be provided by Miami-Dade County Water and Sewer Department (WASD) based on an agreement to be entered into between applicant and WASD. WASD shall provide potable water service to all buildings for human consumption, fire protection, and irrigation.

**C. Sewer**

Waste water removal and sewage treatment shall be provided by Miami-Dade County Water and Sewer Department (WASD) based on an agreement to be entered into between applicant and WASD. WASD shall provide gravity sewer lines from all habitable improvements to a central lift station facility, which will be serviced by an adequately sized force main.

**II. Facilities Provider**

**A. Roadways**

**i. Existing – City of Doral**

**ii. New – Applicant**

**B. Water - Miami-Dade County Water and Sewer Department (WASD).**

**C. Sewer - Miami-Dade County Water and Sewer Department (WASD)**

## EXHIBIT C

### PUBLIC FACILITIES - continued

#### III. Timing/Scheduling of Provision of Public Facilities

##### A. Roadways

- i. Existing – Currently open and operational. Modification referenced above may be enacted at the time adjacent block(s) are redeveloped.
- ii. New – Proposed roadways will be introduced in phases consistent with the redevelopment of adjacent block(s). See Proposed Phasing Plan, Section II, Plan 5 of the Urban Design Guidelines.

B. Water - Miami-Dade County Water and Sewer Department (WASD) currently provide potable water to all commercial office building within the subject site. Water service, including double detector backflow preventers, will be upgraded, as required, at the time of redevelopment of each block(s).

C. Sewer - Miami-Dade County Water and Sewer Department (WASD) currently provide sewer service to all commercial office building within the subject site. Sewer service will be upgraded, as required, at the time of redevelopment of each block(s).



**EXHIBIT D**  
**IMPACT FEES FOR THE PROJECT**

- I. **Applicable Impact Fee Provisions**
  - A. **Water and Sewer: Chapter 32, Miami-Dade Code (City of Doral Code); Miami-Dade County Administrative Order No. 4-110**
  - B. **Roads: Chapter 33E, Miami-Dade Code (City of Doral Code)**
  - C. **Police: Chapter 33I, Miami-Dade Code (City of Doral Code)**
  - D. **Fire: Chapter 33J, Miami-Dade Code (City of Doral Code)**
  - E. **Schools: Chapter 33K, Miami-Dade Code (City of Doral Code)**
  - F. **Parks: City of Doral Resolution No. \_\_\_\_\_**
  
- II. **Impact fee calculations (Tabulation Chart on the following page)**

**Downtown Core - Impact Fees Tabulation Chart**

Cracked Uls:	•	1,000	(Apartment Units)	
	•	348	(Townhome Units)	
	•	294,000	(SF of Office Space)	(For office space located from 500,000 SF to 200,000 SF)
	•	100,000	(SF of Retail Space)	(For retail space located from 200,000 SF to 200,000 SF)

**I. State and Local:**

Proposed Fee	•	84.000	GPO	(Fee based on combined use - apartments, townhomes, office space)
Per/100 SF	•	101.000	GPO	(Credit based on 10/GPO/100 SF of office space to be demolished)
Total Charges Due	•	84,414,168.00		(Fee based on \$1,350/GPO for units paid) 900/GPO for sewer
Total Credits	•	17,000,000.00		(Credit based on same rate as above)
Total Balance Due	•	67,414,168.00		(After applied credit)

**II. Retail:**

Number of Apartments:	3,200	Units	Area/Unit:	1,200	SF	Impact fee:	\$4,700,000.00
Number of Townhomes:	320	Units	Area/Unit:	2,000	SF	Impact fee:	\$64,000.00
Office Space:	200,000	SF				Impact fee:	\$0.00
Retail Space:	100,000	SF				Impact fee:	\$0.00
Total Charges Due	•					\$4,764,000.00	(Fee based on \$1,468.75 plus \$0.10/SF plus voluntary contributions)
Total Credits	•					\$0.00	(No credit given for office area to be demolished)
Total Balance Due	•					\$4,764,000.00	(After applied credit)

**III. Pub:**

Number of Apartments:	3,200	Units	Impact fee:	\$200,000.00	
Number of Townhomes:	320	Units	Impact fee:	\$20,000.00	
Office Space:	200,000	SF	Impact fee:	\$0.00	
Retail Space:	100,000	SF	Impact fee:	\$0.00	
Total Charges Due	•			\$220,000.00	(Fee based on \$117.50/apartment & Townhome, \$0.20/SF of office, \$0.21/SF of retail)
Total Credits	•			\$0.00	(Credit based on \$0.20/SF to be demolished)
Total Balance Due	•			\$220,000.00	(After applied credit)

**IV. Public:**

Number of Apartments:	3,200	Units	Impact fee:	\$264,111.11	
Number of Townhomes:	320	Units	Impact fee:	\$26,411.11	
Office Space:	200,000	SF	Impact fee:	\$0.00	
Retail Space:	100,000	SF	Impact fee:	\$0.00	
Total Charges Due	•			\$290,522.22	(Fee based on \$101.50/apartment & Townhome, \$0.147/SF of office, \$0.147/SF of retail)
Total Credits	•			\$0.00	(Credit based on \$0.147/SF to be demolished)
Total Balance Due	•			\$290,522.22	(After applied credit)

**V. Retail:**

Number of Apartments:	3,200	Units	Impact fee:	\$1,057,000.00	
Number of Townhomes:	320	Units	Impact fee:	\$105,700.00	
Office Space:	200,000	SF	Impact fee:	\$0.00	
Retail Space:	100,000	SF	Impact fee:	\$0.00	
Total Charges Due	•			\$1,162,700.00	(Fee based on \$330.00/apartment, \$330/Townhome, \$1.067/SF of office, \$2.00/SF of retail)
Total Credits	•			\$0.00	(Credit based on same rate to be demolished)
Total Balance Due	•			\$1,162,700.00	(After applied credit)

**VI. City of Dallas - Transportation/Street Use (Parks)**

Number of Apartments:	3,200	Units	Impact fee:	\$1,115,000.00	
Number of Townhomes:	320	Units	Impact fee:	\$111,500.00	
Office Space:	200,000	SF	Impact fee:	\$0.00	
Retail Space:	100,000	SF	Impact fee:	\$0.00	
Total Charges Due	•			\$1,226,500.00	(Based on \$1,500.00/Residential Unit)
Total Credits	•			\$0.00	
Total Balance Due	•			\$1,226,500.00	(After Applied Credits)

**Impact Fees Administration - Dept. 5045 Capital**

Total Area (Proposed)	•	200,000	SF	(Area compared to office space)
Water and Sewer	•	200,000.00		(Fee based on \$1.00/GPO - GPO calculated at 10 per/100 SF)
Storms	•	\$0.00		(No impact fees assessed for streets for this type of use)
Parks	•	\$0.00		(No impact fees assessed for parks for this type of use)
Fire	•	\$20,000,000.00		(Fee based on \$0.20/SF)
Pools	•	\$10,000,000.00		(Fee based on \$0.10/SF)
Ponds	•	\$200,000,000.00		(Fee based on \$2.00/SF)
Total Charges Due	•			\$230,000.00

**Summary:**

Total Impact Fees	•	\$19,921,168.00	(Including City Center contributions)
Total Impact Fees	•	\$19,921,168.00	(Including City Center contributions)
Total Credits	•	\$2,000,000.00	(Use of all units from proposed demolition)
Total Balance Due	•	\$17,921,168.00	(After applied credits including City Center contributions at current RMA - 8-21-06)
Total Balance Due	•	\$17,921,168.00	(After applied credits including City Center contributions at current RMA - 8-21-06)

**EXHIBIT E**

**CALCULATION OF ESTIMATED ROADWAY IMPACT FEES  
BASED ON FULL PROJECT BUILDOUT**

1.	<b>TOTAL CHARGES DUE:</b>	<b>\$4,281,900.00</b>
2.	<b>TOTAL (ANTICIPATED) CREDIT:</b>	<b><u>\$2,554,193.21</u></b>
3.	<b>BALANCE:</b>	<b>\$1,727,706.79</b>

**SEE CALCULATIONS IN EXHIBIT D (EXCLUSIVE OF CIVIC USE).**

**EXHIBIT F**  
**ANTICIPATED PARK SPACE IMPROVEMENTS**

1. **AGREED REQUIRED IMPROVEMENTS:**
  - A. **CHILDREN'S PLAYGROUND ON A SMALL PORTION OF THE SITE.**
  - B. **PASSIVE LAWN OVER A MAJORITY OF THE SITE (WITH BENCHES, PROPER LIGHTING AND TRASH RECEPTACLES).**
  - C. **AT LEAST ONE COVERED, OPEN-AIR PAVILION/SHADE STRUCTURE WITH PICNIC TABLE(S).**
  - D. **LANDSCAPING.**
  
2. **OPTIONAL IMPROVEMENTS:**
  - A. **DECORATIVE FOUNTAIN/WATER FEATURE.**
  - B. **SMALL BANDSHELL FOR CONCERTS/ENTERTAINMENT.**

**EXHIBIT G**  
**ESTIMATED PARK IMPACT FEE CALCULATIONS**

1. **TOTAL CHARGE:** \$4,260,000.00

**SEE CALCULATIONS PROVIDED IN EXHIBIT D.**

**PLAZA BUILDING:**

TRACT 38, KOGER EXECUTIVE CENTER, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 91, PAGE 38, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND PARKING OF MOTOR VEHICLES, OVER, UPON, AND ACROSS A PORTION OF TRACT 38 OF KOGER EXECUTIVE CENTER, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 91, PAGE 38, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, AT THE NORTHEAST CORNER OF SAID TRACT 38, AS SHOWN ON SAID PLAT, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF N.W. 54TH STREET; THENCE ALONG THE EASTERLY LINE OF SAID TRACT 38, SOUTH 01°21'30" WEST 272.21 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 38, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF N.W. 53RD STREET (EXECUTIVE CENTER DRIVE); THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID N.W. 53RD STREET, NORTH 88°38'30" WEST 45.00 FEET TO A POINT; THENCE NORTH 01°21'30" EAST 228.00 FEET TO A POINT; THENCE NORTH 88°37'34" WEST 32.00 FEET TO A POINT; THENCE NORTH 01°21'30" EAST 44.19 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF N.W. 54TH STREET; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID N.W. 54TH STREET, SOUTH 88°37'34" EAST 77.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT I  
SCHOOL IMPACT FEE CALCULATION CRITERIA

1. EXISTING FEE BASIS = \$612/UNIT PLUS \$0.918/SQUARE FOOT.
  
2. LIVING AREA FOR APARTMENT UNITS AND/OR FLATS ARE ASSUMED TO RANGE FROM 1,000-1,200 SQUARE FEET. LIVING AREAS FOR TOWN HOMES WILL RANGE FROM 1,500 SQUARE FEET TO 2,500 SQUARE FEET. THE HIGHEST END OF THE RANGES WERE USED FOR CALCULATIONS PURPOSES IN ORDER TO ENSURE APPROPRIATE BUDGETING.

#3408323v6



# **Downtown Doral**

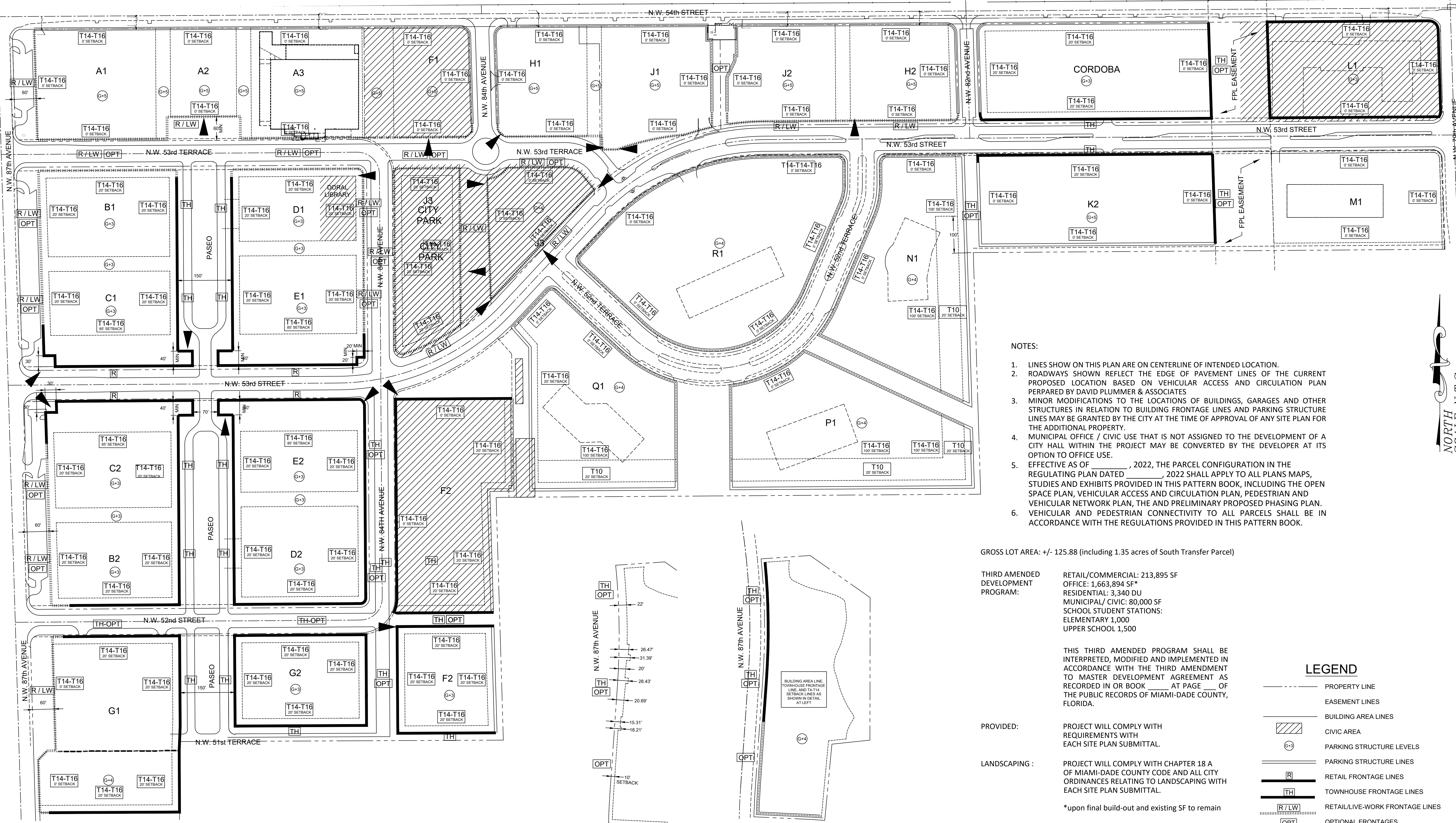
## **Urban Regulations**

### **Plans**

This section includes the following Plans:

1. Regulating Plan
2. Open Space Plan
3. Vehicular Access and Circulation Plan
4. Pedestrian and Vehicular Network
5. Preliminary Proposed Phasing Plan





**NOTES:**

1. LINES SHOW ON THIS PLAN ARE ON CENTERLINE OF INTENDED LOCATION.
2. ROADWAYS SHOWN REFLECT THE EDGE OF PAVEMENT LINES OF THE CURRENT PROPOSED LOCATION BASED ON VEHICULAR ACCESS AND CIRCULATION PLAN PREPARED BY DAVID PLUMMER & ASSOCIATES
3. MINOR MODIFICATIONS TO THE LOCATIONS OF BUILDINGS, GARAGES AND OTHER STRUCTURES IN RELATION TO BUILDING FRONTAGE LINES AND PARKING STRUCTURE LINES MAY BE GRANTED BY THE CITY AT THE TIME OF APPROVAL OF ANY SITE PLAN FOR THE ADDITIONAL PROPERTY.
4. MUNICIPAL OFFICE / 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.
5. EFFECTIVE AS OF \_\_\_\_\_, 2022, THE PARCEL CONFIGURATION IN THE REGULATING PLAN DATED \_\_\_\_\_, 2022 SHALL APPLY TO ALL PLANS, MAPS, STUDIES AND EXHIBITS PROVIDED IN THIS PATTERN BOOK, INCLUDING THE OPEN SPACE PLAN, VEHICULAR ACCESS AND CIRCULATION PLAN, PEDESTRIAN AND VEHICULAR NETWORK PLAN, THE AND PRELIMINARY PROPOSED PHASING PLAN.
6. VEHICULAR AND PEDESTRIAN CONNECTIVITY TO ALL PARCELS SHALL BE IN ACCORDANCE WITH THE REGULATIONS PROVIDED IN THIS PATTERN BOOK.

GROSS LOT AREA: +/- 125.88 (including 1.35 acres of South Transfer Parcel)

**THIRD AMENDED DEVELOPMENT PROGRAM:**  
 RETAIL/COMMERCIAL: 213,895 SF  
 OFFICE: 1,663,894 SF\*  
 RESIDENTIAL: 3,340 DU  
 MUNICIPAL/ CIVIC: 80,000 SF  
 SCHOOL STUDENT STATIONS: ELEMENTARY 1,000  
 UPPER SCHOOL 1,500

THIS THIRD AMENDED PROGRAM SHALL BE INTERPRETED, MODIFIED AND IMPLEMENTED IN ACCORDANCE WITH THE THIRD AMENDMENT TO MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OR BOOK \_\_\_\_\_ AT PAGE \_\_\_\_\_ OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

**PROVIDED:** PROJECT WILL COMPLY WITH REQUIREMENTS WITH EACH SITE PLAN SUBMITTAL.

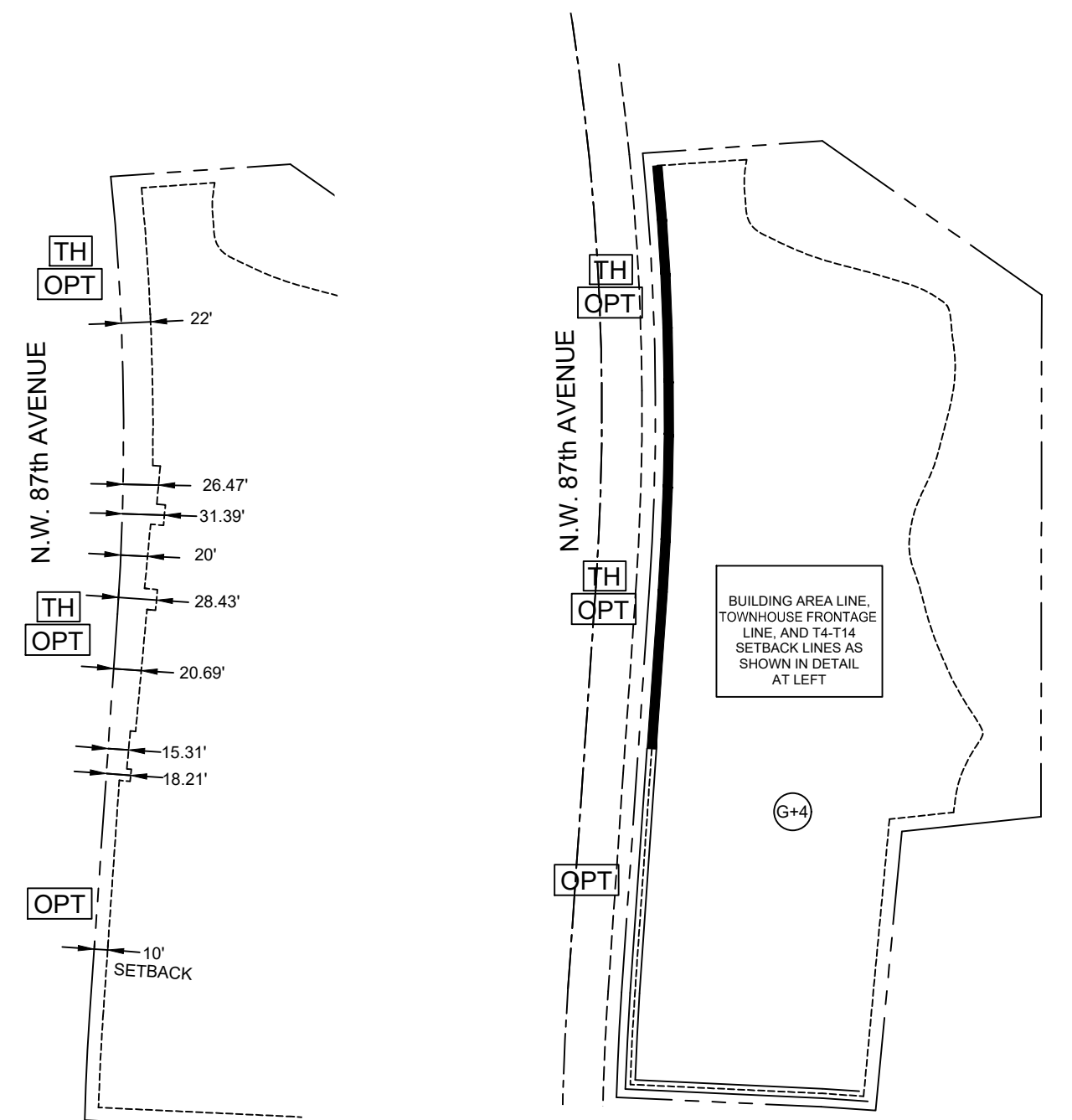
**LANDSCAPING:** PROJECT WILL COMPLY WITH CHAPTER 18 A OF MIAMI-DADE COUNTY CODE AND ALL CITY ORDINANCES RELATING TO LANDSCAPING WITH EACH SITE PLAN SUBMITTAL.

\*upon final build-out and existing SF to remain

**LEGEND**

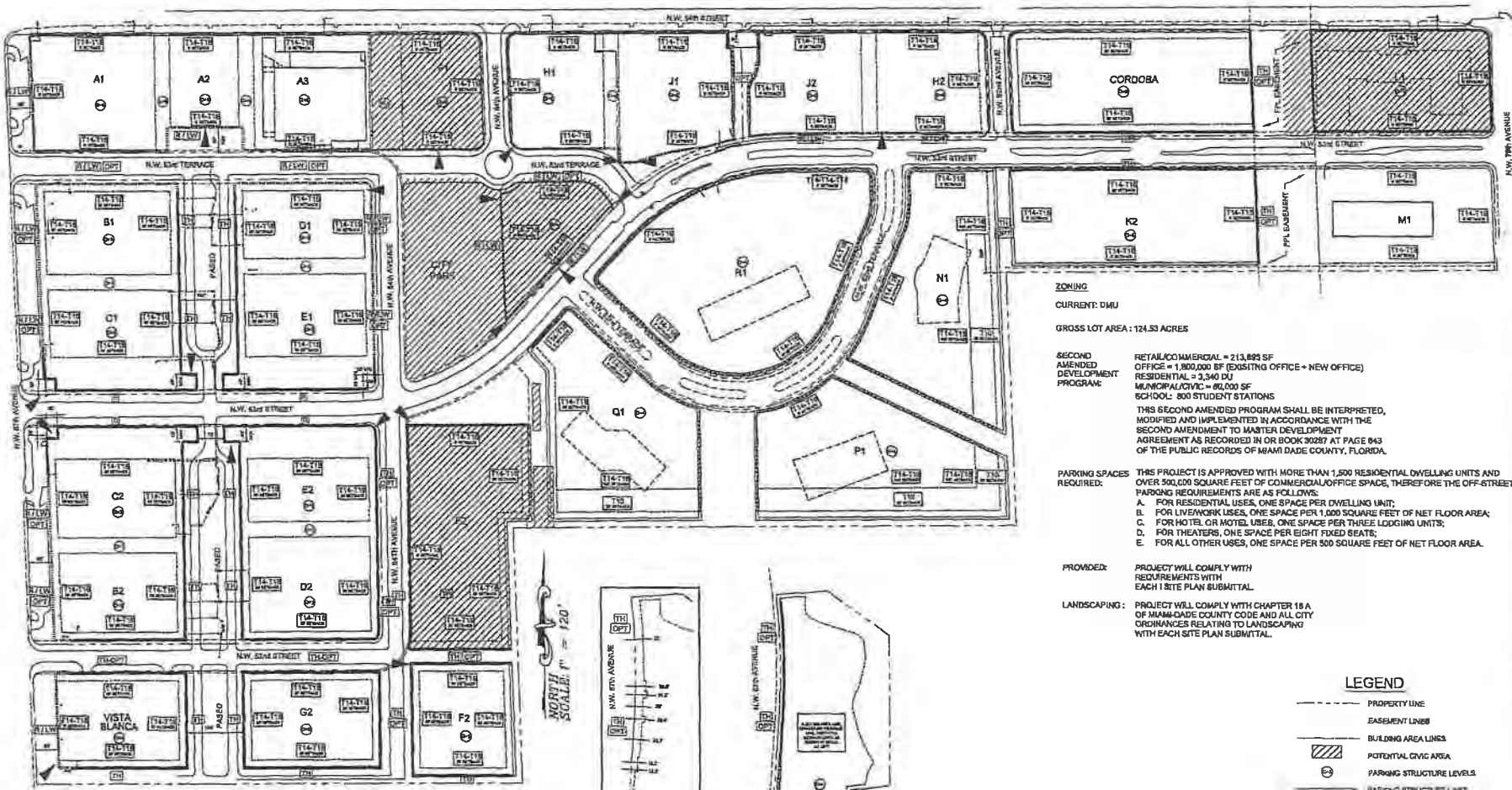
- PROPERTY LINE
- - - EASEMENT LINES
- ▨ BUILDING AREA LINES
- ⊙ CIVIC AREA
- ⊙+⊙ PARKING STRUCTURE LEVELS
- PARKING STRUCTURE LINES
- RETAIL FRONTAGE LINES
- TOWNHOUSE FRONTAGE LINES
- R/LW RETAIL/LIVE-WORK FRONTAGE LINES
- OPT OPTIONAL FRONTAGES
- TOWER AREA
- ⊙+⊙ TOWER HEIGHT AND TOWER SETBACK\*
- ▲ FOCUS POINTS

\* TOWER HEIGHTS WILL CONFORM TO UNDERLYING LAND USE.



**NEW VERSION - REVISED MARCH 2022**





ZONING:  
CURRENT: DMU

GROSS LOT AREA: 124.53 ACRES

SECOND AMENDED DEVELOPMENT PROGRAM:  
RETAIL/COMMERCIAL = 213,893 SF  
OFFICE = 1,800,000 SF (EXISTING OFFICE + NEW OFFICE)  
RESIDENTIAL = 3,340 DU  
MUNICIPAL/CIVIC = 80,000 SF  
SCHOOL: 800 STUDENT STATIONS

THIS SECOND AMENDED PROGRAM SHALL BE INTERPRETED, MODIFIED AND IMPLEMENTED IN ACCORDANCE WITH THE SECOND AMENDMENT TO MASTER DEVELOPMENT AGREEMENT AS RECORDED IN OR BOOK 30287 AT PAGE 843 OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA.

PARKING SPACES REQUIRED: THIS PROJECT IS APPROVED WITH MORE THAN 1,600 RESIDENTIAL DWELLING UNITS AND OVER 500,000 SQUARE FEET OF COMMERCIAL/OFFICE SPACE, THEREFORE THE OFF-STREET PARKING REQUIREMENTS ARE AS FOLLOWS:  
A. FOR RESIDENTIAL USES, ONE SPACE PER DWELLING UNIT;  
B. FOR LIVENWORK USES, ONE SPACE PER 1,000 SQUARE FEET OF NET FLOOR AREA;  
C. FOR HOTEL OR MOTEL USES, ONE SPACE PER THREE LODGING UNITS;  
D. FOR THEATERS, ONE SPACE PER EIGHT FIXED SEATS;  
E. FOR ALL OTHER USES, ONE SPACE PER 300 SQUARE FEET OF NET FLOOR AREA.

PROVIDED: PROJECT WILL COMPLY WITH REQUIREMENTS WITH EACH SITE PLAN SUBMITTAL.

LANDSCAPING: PROJECT WILL COMPLY WITH CHAPTER 18A OF MIAMI-DADE COUNTY CODE AND ALL CITY ORDINANCES RELATING TO LANDSCAPING WITH EACH SITE PLAN SUBMITTAL.

LEGEND

- PROPERTY LINE
- EASEMENT LINES
- BUILDING AREA LINES
- ▨ POTENTIAL CIVIC AREA
- ⊙ PARKING STRUCTURE LEVELS
- ⊙ PARKING STRUCTURE LINES
- RETAIL FRONTAGE LINES
- TOWNHOUSE FRONTAGE LINES
- RETAIL/LIVENWORK FRONTAGE LINES
- OPTIONAL FRONTAGES
- TOWER AREA
- TOWER HEIGHT AND TOWER SETBACK\*
- FOCUS POINTS

- NOTES:
1. LINES SHOWN ON THIS PLAN ARE ON CENTERLINE OF INTENDED LOCATION.
  2. ROADWAYS SHOWN REFLECT THE EDGE OF PAVEMENT LINES OF THE CURRENT PROPOSED LOCATION BASED ON VEHICULAR ACCESS AND CIRCULATION PLAN PREPARED BY DAVID PLUMMER & ASSOCIATES
  3. MINOR MODIFICATIONS TO THE LOCATIONS OF BUILDINGS, GARAGES AND OTHER STRUCTURES IN RELATION TO BUILDING FRONTAGE LINES AND PARKING STRUCTURE LINES MAY BE GRANTED BY THE CITY AT THE TIME OF APPROVAL OF ANY SITE PLAN FOR THE ADDITIONAL PROPERTY.
  4. MUNICIPAL OFFICE / 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.

NEW VERSION - AMENDED MAY 2017

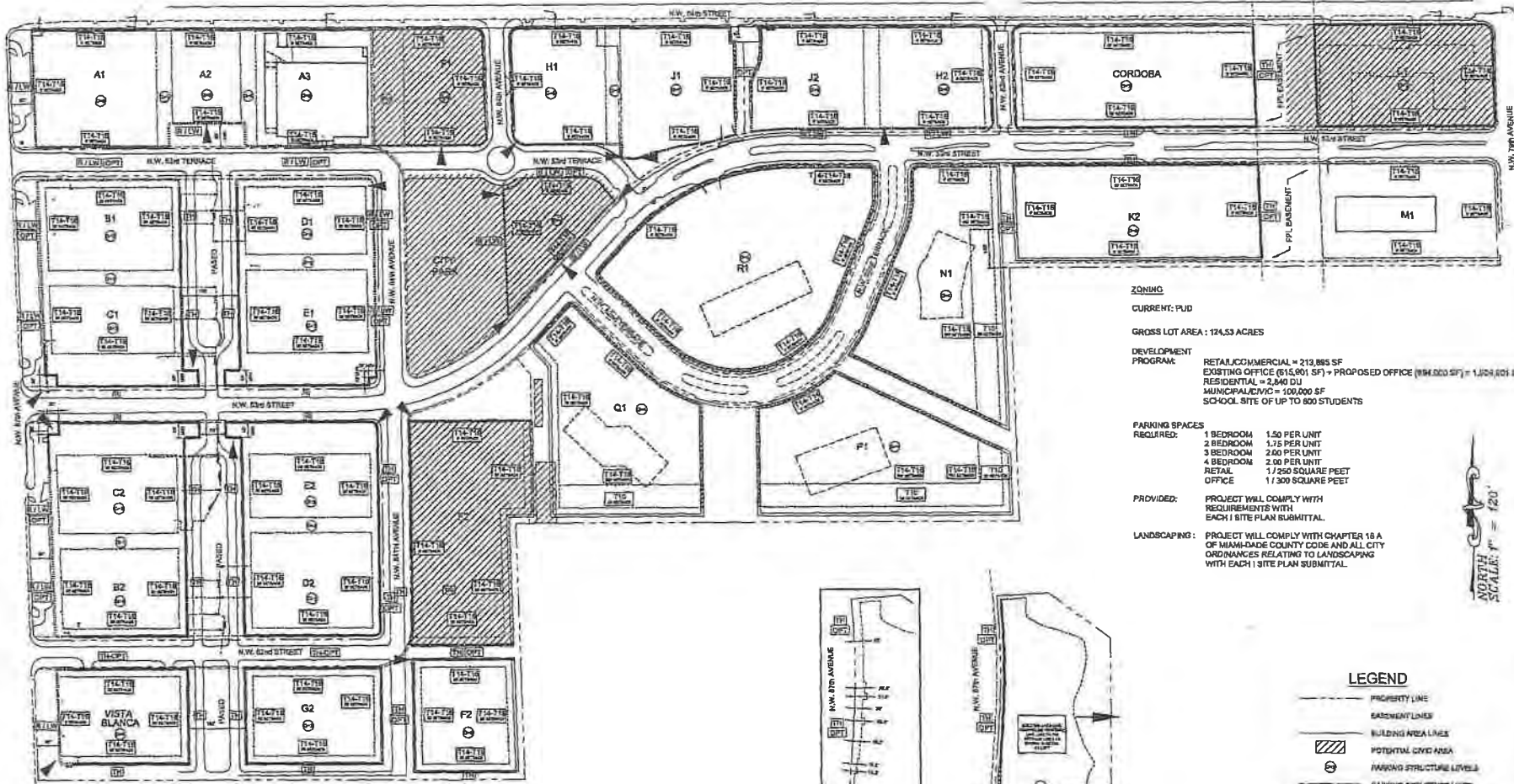
PERKINS + WILL  
DUANY PLATER-ZYBERK & COMPANY

the center  
UTPA

DOWNTOWN DORAL  
REGULATING PLAN

LUDOVICI & ORANGE  
CONSULTING ENGINEERS, INC.

PROJ. NO. 2004-38  
ISSUED: ABA  
SCALE: 1"=120'  
DATE: 04/23/16



**ZONING**  
 CURRENT: PUD

GROSS LOT AREA: 124,53 ACRES

**DEVELOPMENT PROGRAM**  
 RETAIL/COMMERCIAL = 219,885 SF  
 EXISTING OFFICE (615,901 SF) + PROPOSED OFFICE (884,000 SF) = 1,500,000 SF  
 RESIDENTIAL = 2,840 DU  
 MUNICIPAL/CVIC = 100,000 SF  
 SCHOOL SITE OFF UP TO 800 STUDENTS

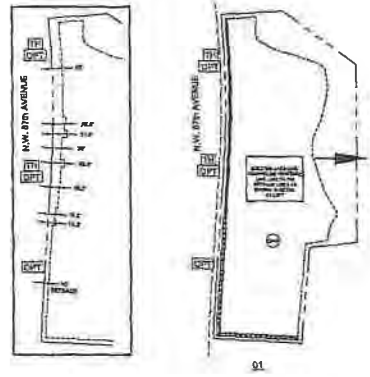
**PARKING SPACES REQUIRED:**  
 1 BEDROOM 1.50 PER UNIT  
 2 BEDROOM 1.75 PER UNIT  
 3 BEDROOM 2.00 PER UNIT  
 4 BEDROOM 2.00 PER UNIT  
 RETAIL 1/250 SQUARE FEET  
 OFFICE 1/300 SQUARE FEET

**PROVIDED:** PROJECT WILL COMPLY WITH REQUIREMENTS WITH EACH SITE PLAN SUBMITTAL.

**LANDSCAPING:** PROJECT WILL COMPLY WITH CHAPTER 18 A OF MIAMI-DADE COUNTY CODE AND ALL CITY ORDINANCES RELATING TO LANDSCAPING WITH EACH SITE PLAN SUBMITTAL.

NORTH SCALE: 1" = 120'

- NOTES:**
1. LINES SHOW ON THIS PLAN ARE ON CENTERLINE OF INTENDED LOCATION.
  2. ROADWAYS SHOWN REFLECT THE EDGE OF PAVEMENT LINES OF THE CURRENT PROPOSED LOCATION BASED ON VEHICULAR ACCESS AND CIRCULATION PLAN PREPARED BY DAVID PLUMMER & ASSOCIATES
  3. MINOR MODIFICATIONS TO THE LOCATIONS OF BUILDINGS, GARAGES AND OTHER STRUCTURES IN RELATION TO BUILDING FRONTAGE LINES AND PARKING STRUCTURE LINES MAY BE GRANTED BY THE CITY AT THE TIME OF APPROVAL OF ANY SITE PLAN FOR THE ADDITIONAL PROPERTY.
  4. MUNICIPAL OFFICE / CMIC 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.



**LEGEND**

- PROPERTY LINE
- BASEMENT LINES
- BUILDING AREA LINES
- ▨ POTENTIAL CIVIC AREA
- ⊙ PARKING STRUCTURE LEVELS
- ⊙ PARKING STRUCTURE LINES
- RETAIL FRONTAGE LINES
- TOWNHOUSE FRONTAGE LINES
- RETAIL/LIVE/WORK FRONTAGE LINES
- OPTIONAL FRONTAGES
- TOWER AREA
- TOWER HEIGHT AND TOWER SETBACK\*
- ▲ FOCUS POINTS

\* TOWER HEIGHT WILL CORRELATE TO BACKSTOPPED LAND USE.

**NEW VERSION - AMENDED MAR. 2017**

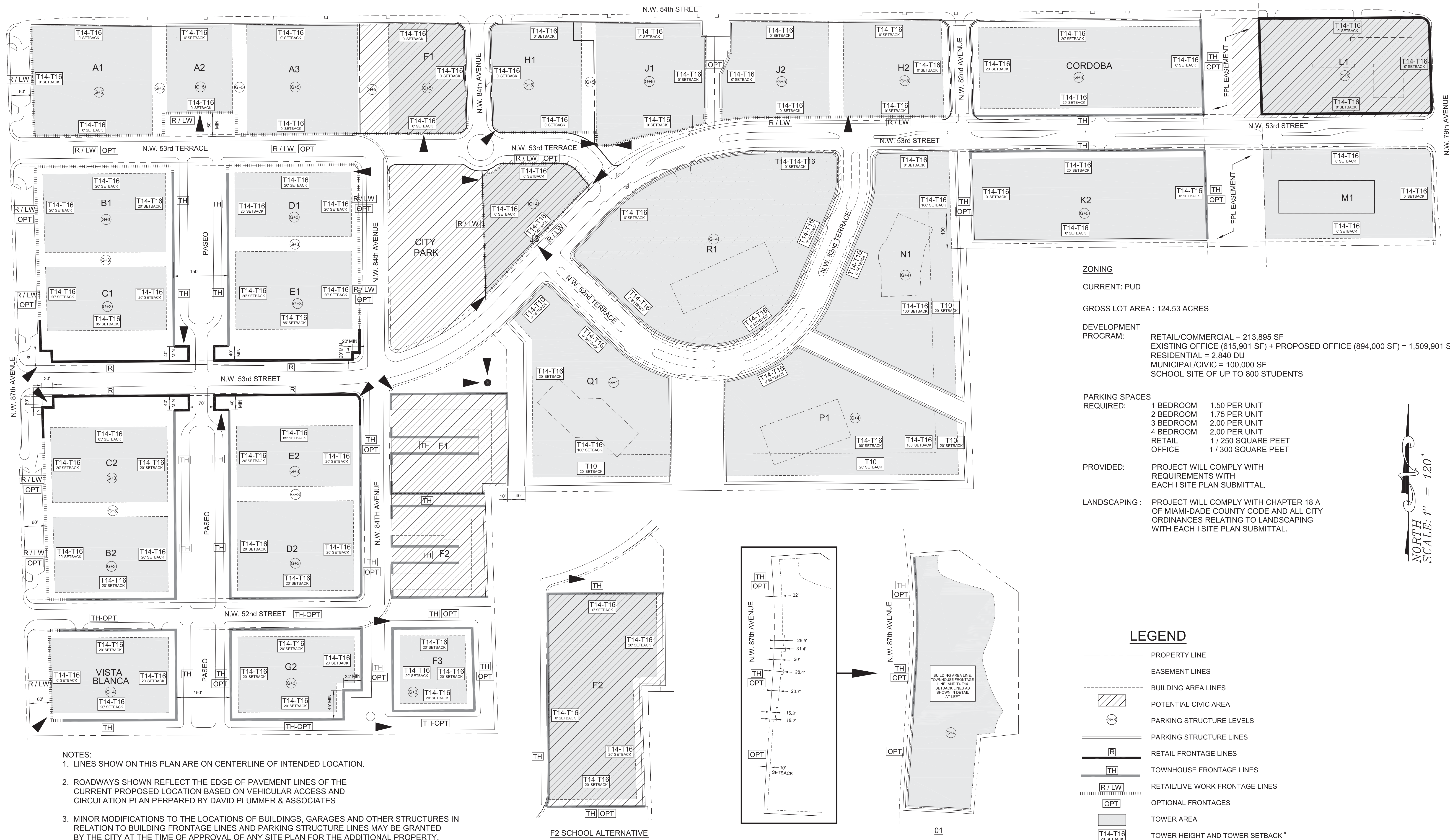
PERKINS + WILL  
 DUANY PLATER-ZYBERK & COMPANY  
 the center  
 RETAIL

**DOWNTOWN DORAL REGULATING PLAN**

**LUDOVICI & ORANGE CONSULTING ENGINEERS, INC.**  
 228 PALM BEACH AVENUE, SUITE 200, PALM BEACH, FLORIDA 33480-1007, U.S.A.  
 TEL: 561-840-0000 FAX: 561-840-0001

PROJ. NO. 2004-38  
 DESIGN: AIA  
 SCALE: 1" = 120'  
 DATE: 06/25/05





**ZONING**  
 CURRENT: PUD

GROSS LOT AREA : 124.53 ACRES

**DEVELOPMENT PROGRAM:**  
 RETAIL/COMMERCIAL = 213,895 SF  
 EXISTING OFFICE (615,901 SF) + PROPOSED OFFICE (894,000 SF) = 1,509,901 SF  
 RESIDENTIAL = 2,840 DU  
 MUNICIPAL/CIVIC = 100,000 SF  
 SCHOOL SITE OF UP TO 800 STUDENTS

**PARKING SPACES REQUIRED:**

1 BEDROOM	1.50 PER UNIT
2 BEDROOM	1.75 PER UNIT
3 BEDROOM	2.00 PER UNIT
4 BEDROOM	2.00 PER UNIT
RETAIL	1 / 250 SQUARE FEET
OFFICE	1 / 300 SQUARE FEET

**PROVIDED:** PROJECT WILL COMPLY WITH REQUIREMENTS WITH EACH I SITE PLAN SUBMITTAL.

**LANDSCAPING :** PROJECT WILL COMPLY WITH CHAPTER 18 A OF MIAMI-DADE COUNTY CODE AND ALL CITY ORDINANCES RELATING TO LANDSCAPING WITH EACH I SITE PLAN SUBMITTAL.

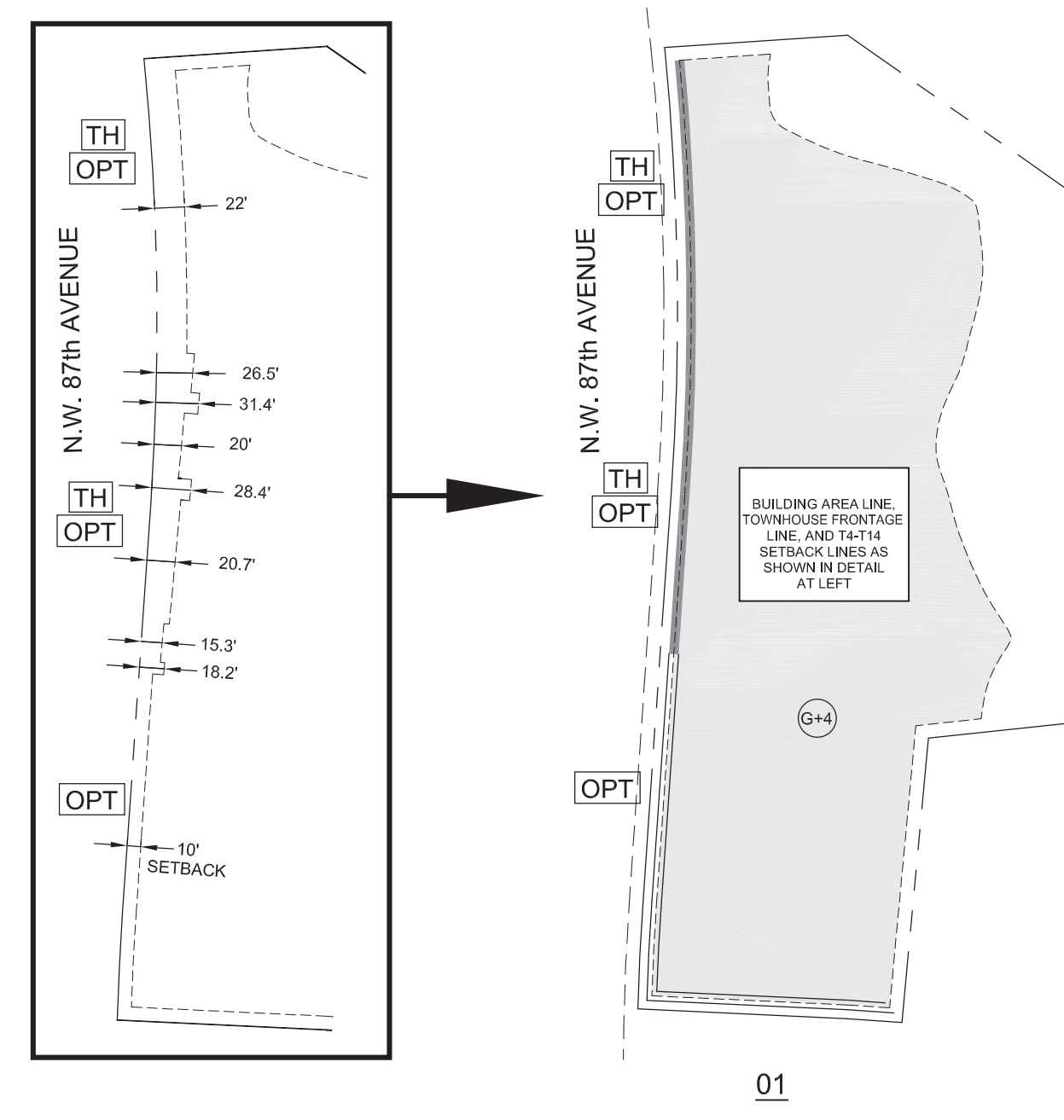
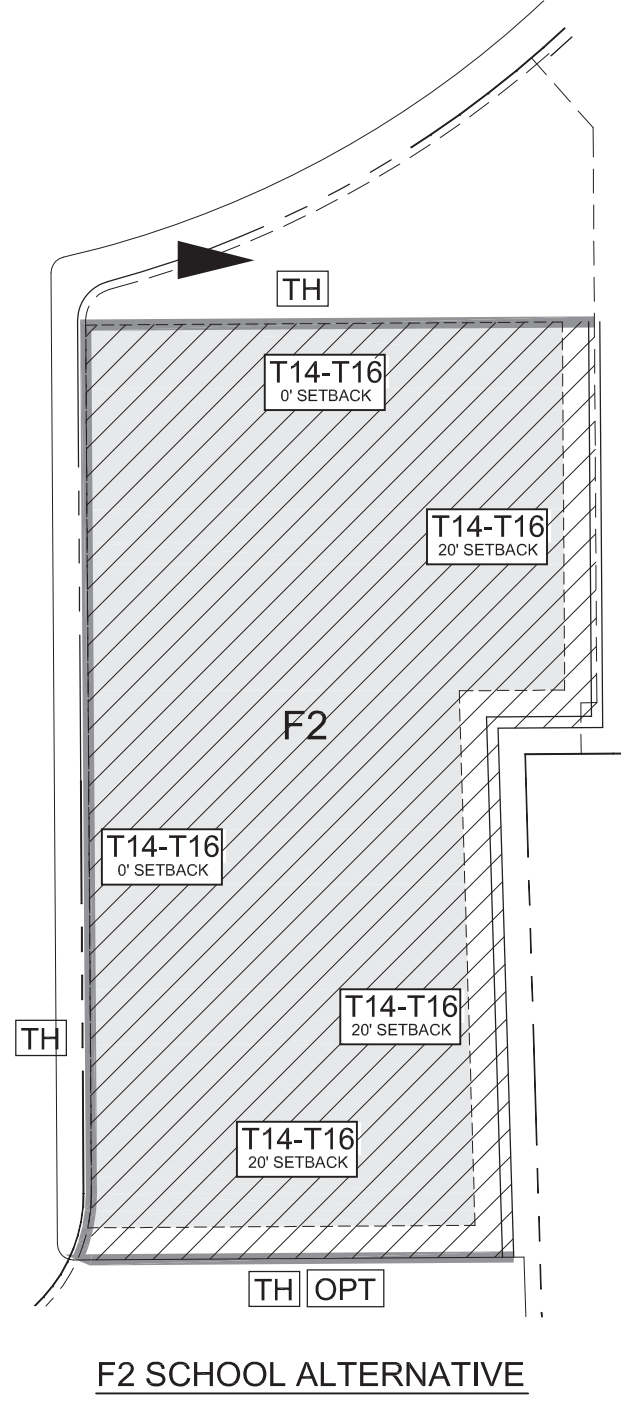
NORTH  
 SCALE: 1" = 120'

**LEGEND**

- PROPERTY LINE
- - - EASEMENT LINES
- BUILDING AREA LINES
- ▨ POTENTIAL CIVIC AREA
- ⊕+3 PARKING STRUCTURE LEVELS
- PARKING STRUCTURE LINES
- ⌈ RETAIL FRONTAGE LINES
- ⌈ TOWNHOUSE FRONTAGE LINES
- ⌈ R / LW RETAIL/LIVE-WORK FRONTAGE LINES
- OPT OPTIONAL FRONTAGES
- TOWER AREA
- ⌈ T14-T16 TOWER HEIGHT AND TOWER SETBACK \*
- ▲ FOCUS POINTS

\* TOWER HEIGHTS WILL CONFORM TO UNDERLYING LAND USE.

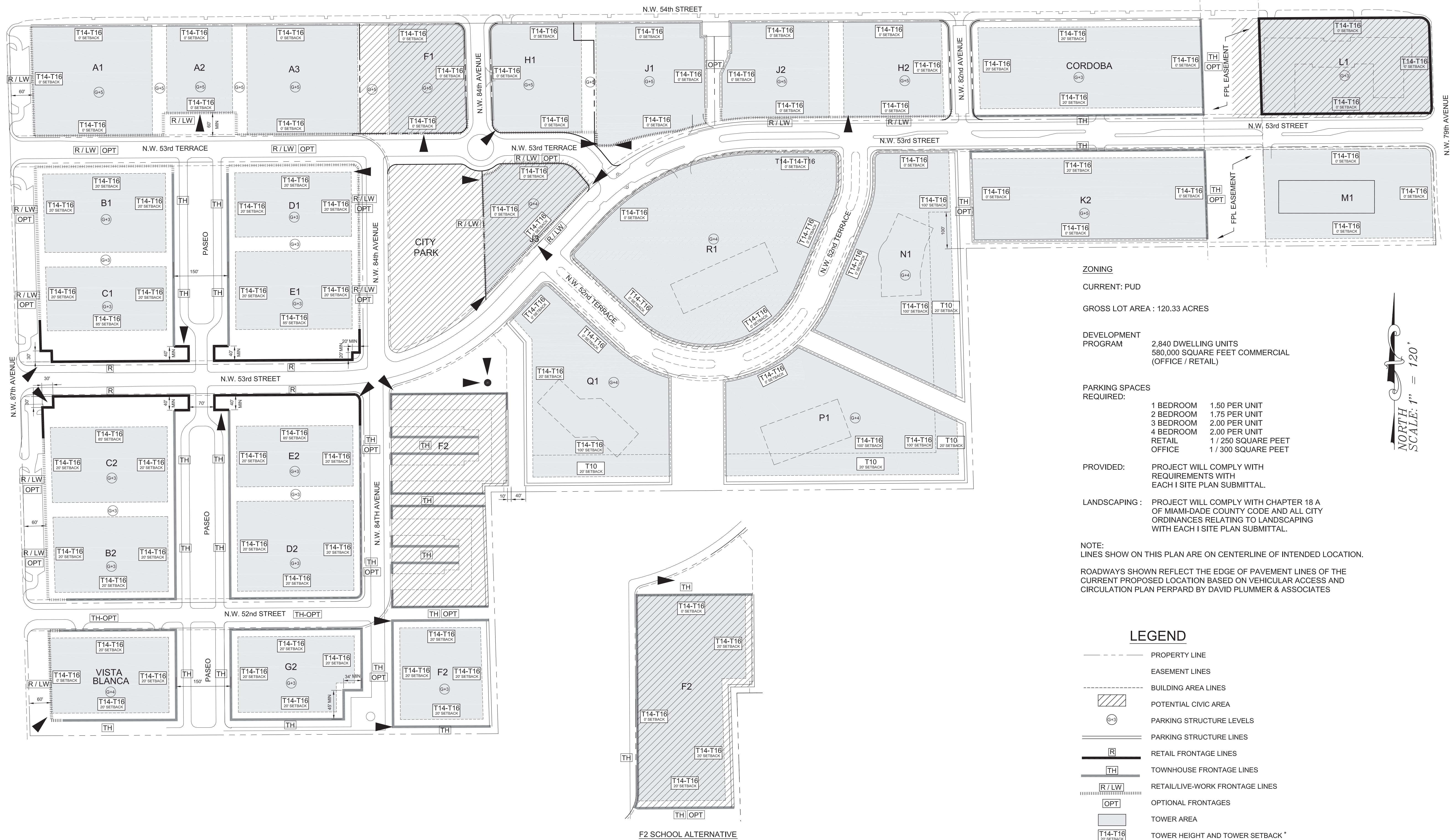
- NOTES:**
1. LINES SHOW ON THIS PLAN ARE ON CENTERLINE OF INTENDED LOCATION.
  2. ROADWAYS SHOWN REFLECT THE EDGE OF PAVEMENT LINES OF THE CURRENT PROPOSED LOCATION BASED ON VEHICULAR ACCESS AND CIRCULATION PLAN PERPARED BY DAVID PLUMMER & ASSOCIATES
  3. MINOR MODIFICATIONS TO THE LOCATIONS OF BUILDINGS, GARAGES AND OTHER STRUCTURES IN RELATION TO BUILDING FRONTAGE LINES AND PARKING STRUCTURE LINES MAY BE GRANTED BY THE CITY AT THE TIME OF APPROVAL OF ANY SITE PLAN FOR THE ADDITIONAL PROPERTY.
  4. MUNICIPAL OFFICE / 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.



**NEW VERSION - AMENDED JAN. 2013**

DRAWN: 03/13/2013 3:29:31 PM  
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 DESIGNED: E. DORAL PROJECTS\2008\0438 - Downtown Doral\01.dwg





**ZONING**  
 CURRENT: PUD

GROSS LOT AREA : 120.33 ACRES

**DEVELOPMENT PROGRAM**  
 2,840 DWELLING UNITS  
 580,000 SQUARE FEET COMMERCIAL (OFFICE / RETAIL)

**PARKING SPACES REQUIRED:**

1 BEDROOM	1.50 PER UNIT
2 BEDROOM	1.75 PER UNIT
3 BEDROOM	2.00 PER UNIT
4 BEDROOM	2.00 PER UNIT
RETAIL	1 / 250 SQUARE FEET
OFFICE	1 / 300 SQUARE FEET

**PROVIDED:** PROJECT WILL COMPLY WITH REQUIREMENTS WITH EACH I SITE PLAN SUBMITTAL.

**LANDSCAPING :** PROJECT WILL COMPLY WITH CHAPTER 18 A OF MIAMI-DADE COUNTY CODE AND ALL CITY ORDINANCES RELATING TO LANDSCAPING WITH EACH I SITE PLAN SUBMITTAL.

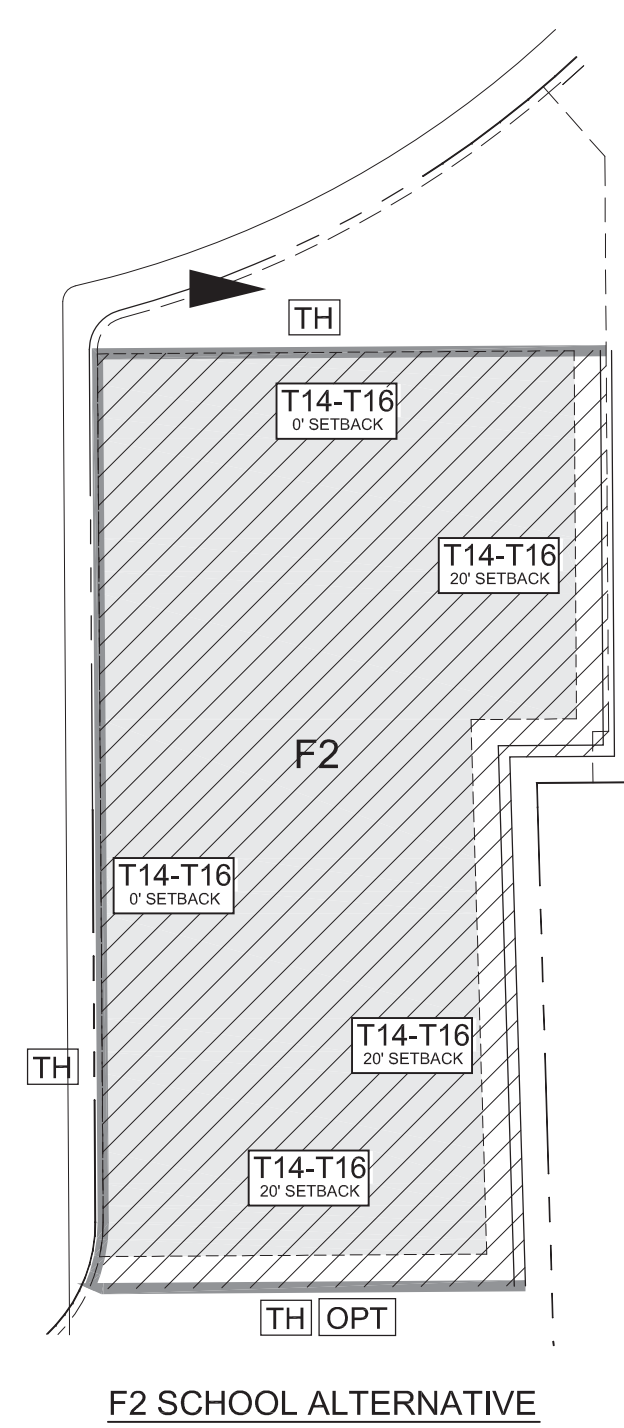
**NOTE:**  
 LINES SHOW ON THIS PLAN ARE ON CENTERLINE OF INTENDED LOCATION.  
 ROADWAYS SHOWN REFLECT THE EDGE OF PAVEMENT LINES OF THE CURRENT PROPOSED LOCATION BASED ON VEHICULAR ACCESS AND CIRCULATION PLAN PERPARD BY DAVID PLUMMER & ASSOCIATES



**LEGEND**

- PROPERTY LINE
- - - EASEMENT LINES
- BUILDING AREA LINES
- ▨ POTENTIAL CIVIC AREA
- ⊕+3 PARKING STRUCTURE LEVELS
- PARKING STRUCTURE LINES
- R RETAIL FRONTAGE LINES
- TH TOWNHOUSE FRONTAGE LINES
- R/LW RETAIL/LIVE-WORK FRONTAGE LINES
- OPT OPTIONAL FRONTAGES
- TOWER AREA
- T14-T16 TOWER HEIGHT AND TOWER SETBACK \*
- ▲ FOCUS POINTS

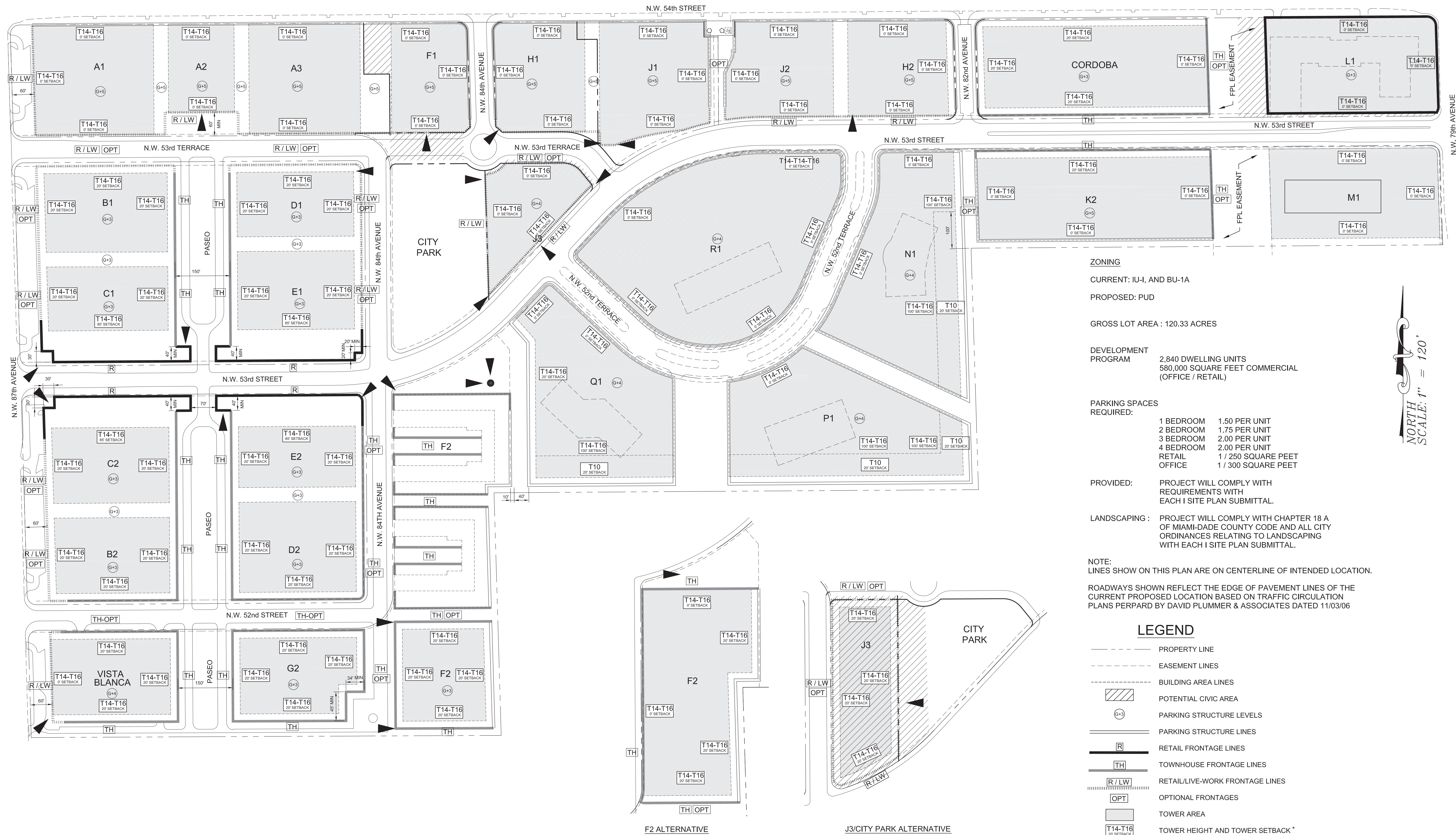
\* TOWER HEIGHTS WILL CONFORM TO UNDERLYING LAND USE.



# NEW VERSION - AMENDED MARCH 2011

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 PLOT: E:\DATA\PROJECTS\2008\0438 - Downtown Doral\DWG\011.dwg





**ZONING**  
 CURRENT: IU-I, AND BU-1A  
 PROPOSED: PUD

GROSS LOT AREA : 120.33 ACRES

**DEVELOPMENT PROGRAM**  
 2,840 DWELLING UNITS  
 580,000 SQUARE FEET COMMERCIAL (OFFICE / RETAIL)

**PARKING SPACES REQUIRED:**

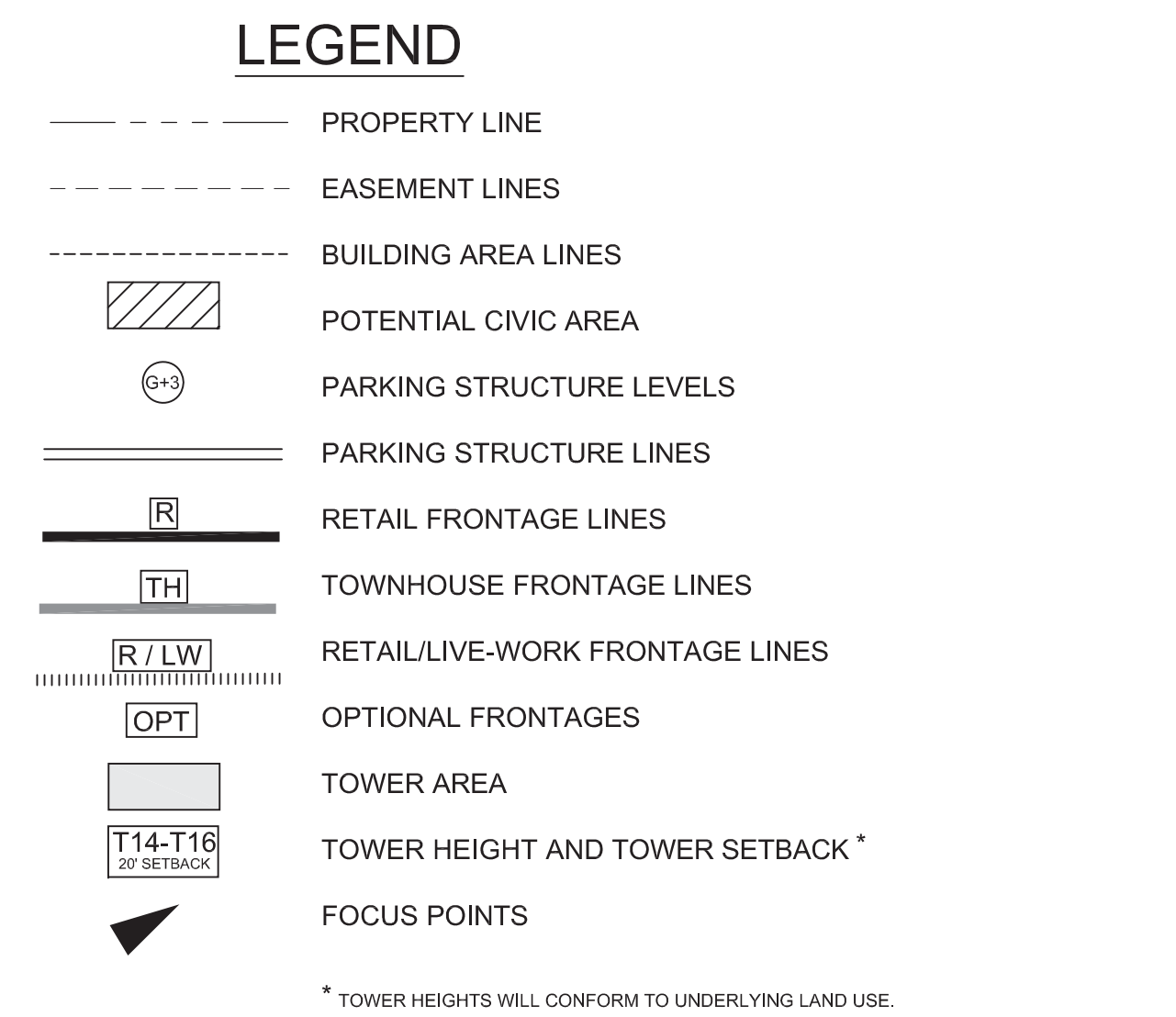
1 BEDROOM	1.50 PER UNIT
2 BEDROOM	1.75 PER UNIT
3 BEDROOM	2.00 PER UNIT
4 BEDROOM	2.00 PER UNIT
RETAIL	1 / 250 SQUARE FEET
OFFICE	1 / 300 SQUARE FEET

**PROVIDED:** PROJECT WILL COMPLY WITH REQUIREMENTS WITH EACH I SITE PLAN SUBMITTAL.

**LANDSCAPING :** PROJECT WILL COMPLY WITH CHAPTER 18 A OF MIAMI-DADE COUNTY CODE AND ALL CITY ORDINANCES RELATING TO LANDSCAPING WITH EACH I SITE PLAN SUBMITTAL.

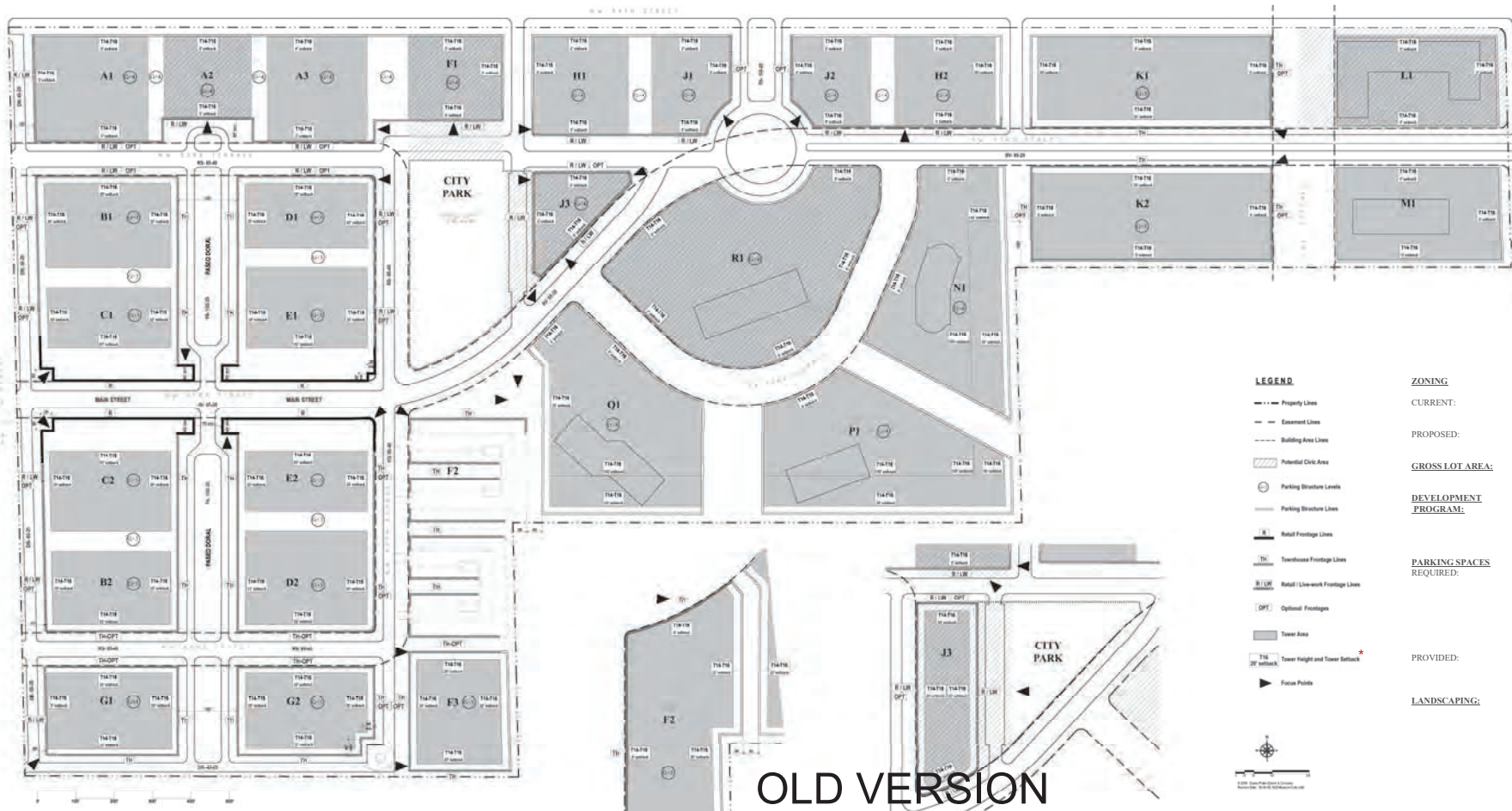
**NOTE:**  
 LINES SHOW ON THIS PLAN ARE ON CENTERLINE OF INTENDED LOCATION.  
 ROADWAYS SHOWN REFLECT THE EDGE OF PAVEMENT LINES OF THE CURRENT PROPOSED LOCATION BASED ON TRAFFIC CIRCULATION PLANS PERPARD BY DAVID PLUMMER & ASSOCIATES DATED 11/03/06

NORTH  
 SCALE: 1" = 120'



**NEW VERSION - AMENDED APRIL 2009**





**LEGEND**

- Property Lines
- - - Easement Lines
- Building Area Lines
- ▨ Potential Civic Area
- Parking Structure Levels
- Parking Structure Lines
- Retail Frontage Lines
- Townhouse Frontage Lines
- R/LW Retail Live-work Frontage Lines
- OPT. Optional Frontages
- Tower Area
- TW Tower Height and Tower Setback
- IC IC setbacks
- ▲ Focus Points



**ZONING**

CURRENT: RU-1, AND BU-1A  
 PROPOSED: PUD

**GROSS LOT AREA:**

120.33 ACRES

**DEVELOPMENT PROGRAM:**

2,840 DWELLING UNITS  
 580,000 SQUARE FEET COMMERCIAL (OFFICE / RETAIL)

**PARKING SPACES REQUIRED:**

1 BEDROOM	1.50 PER UNIT
2 BEDROOM	1.75 PER UNIT
3 BEDROOM	2.00 PER UNIT
4 BEDROOM	2.00 PER UNIT
RETAIL	1 / 250 SQUARE FEET
OFFICE	1 / 300 SQUARE FEET

**PROVIDED:**

PROJECT WILL COMPLY WITH REQUIREMENTS WITH EACH SITE PLAN SUBMITTAL.

**LANDSCAPING:**

PROJECT WILL COMPLY WITH CHAPTER 18 A OF MIAMI-DADE COUNTY CODE AND ALL CITY ORDINANCES RELATING TO LANDSCAPING WITH EACH SITE PLAN SUBMITTAL.

\*Tower heights will conform to underlying land use.

**OLD VERSION  
 REVISED REGULATING PLAN  
 APPROVED 5/14/09**

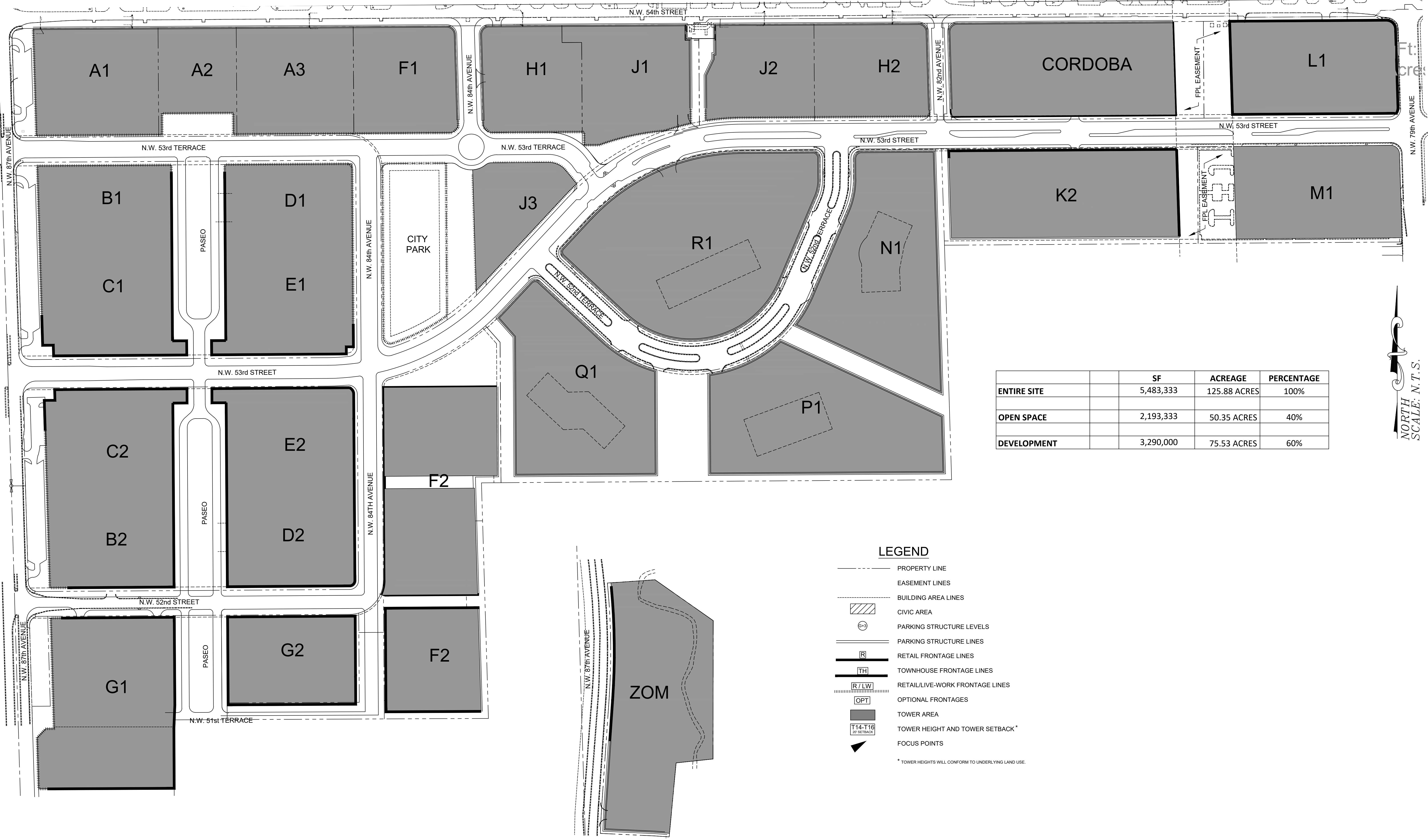
**DUANY PLATER-ZYBERK & COMPANY**  
 ARCHITECTS AND TOWN PLANNERS

MIAMI WASHINGTON CHARLOTTE

1023 Southwest 25th Avenue, Miami, Florida 33135 Tel: (305) 644-1023 Fax: (305) 644-1021 www.dpz.com

**DOWNTOWN DORAL**  
 REGULATING PLAN  
 DORAL, FLORIDA





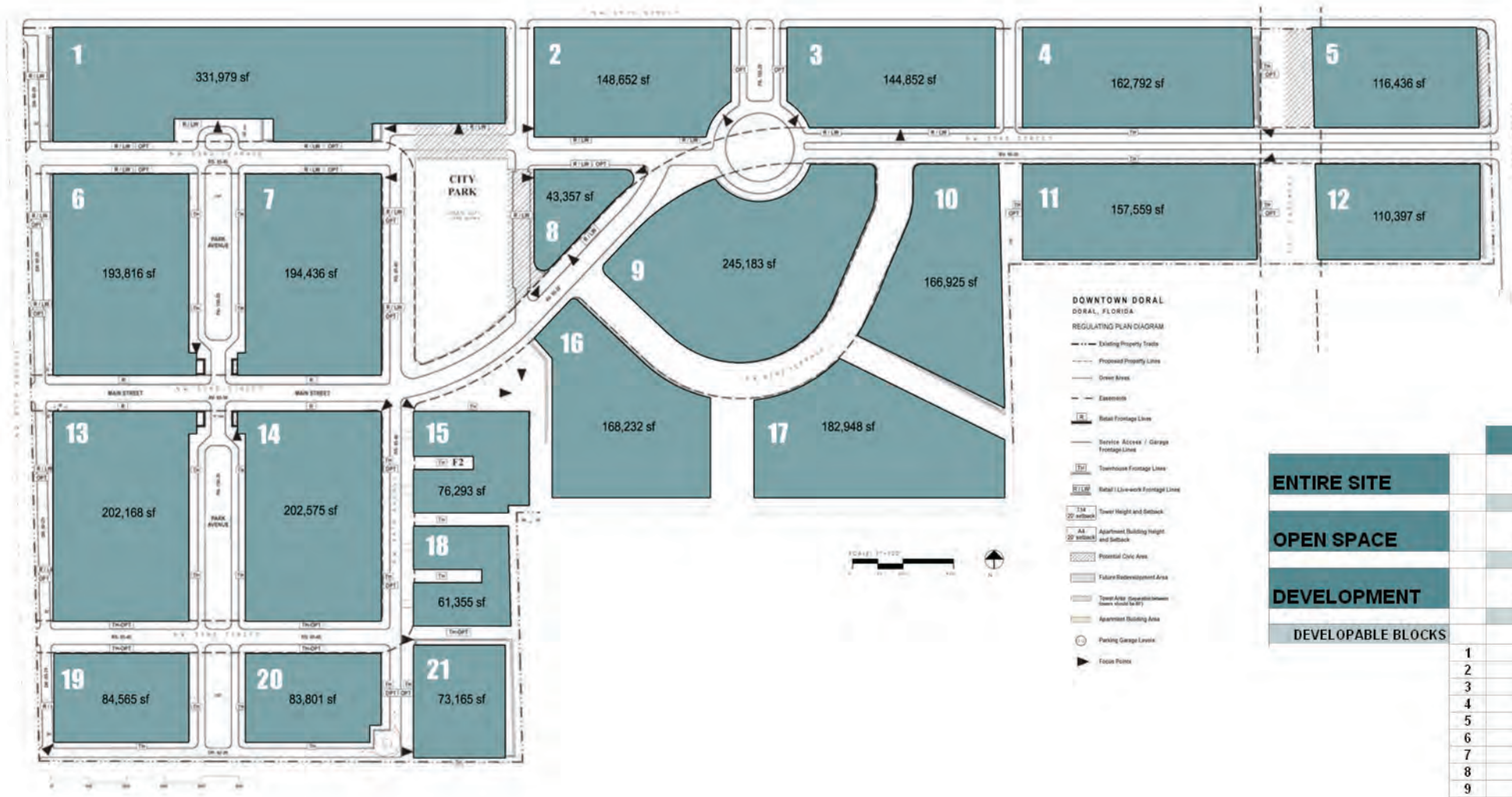
	SF	ACREAGE	PERCENTAGE
ENTIRE SITE	5,483,333	125.88 ACRES	100%
OPEN SPACE	2,193,333	50.35 ACRES	40%
DEVELOPMENT	3,290,000	75.53 ACRES	60%

NORTH  
 SCALE: N.T.S.

**LEGEND**

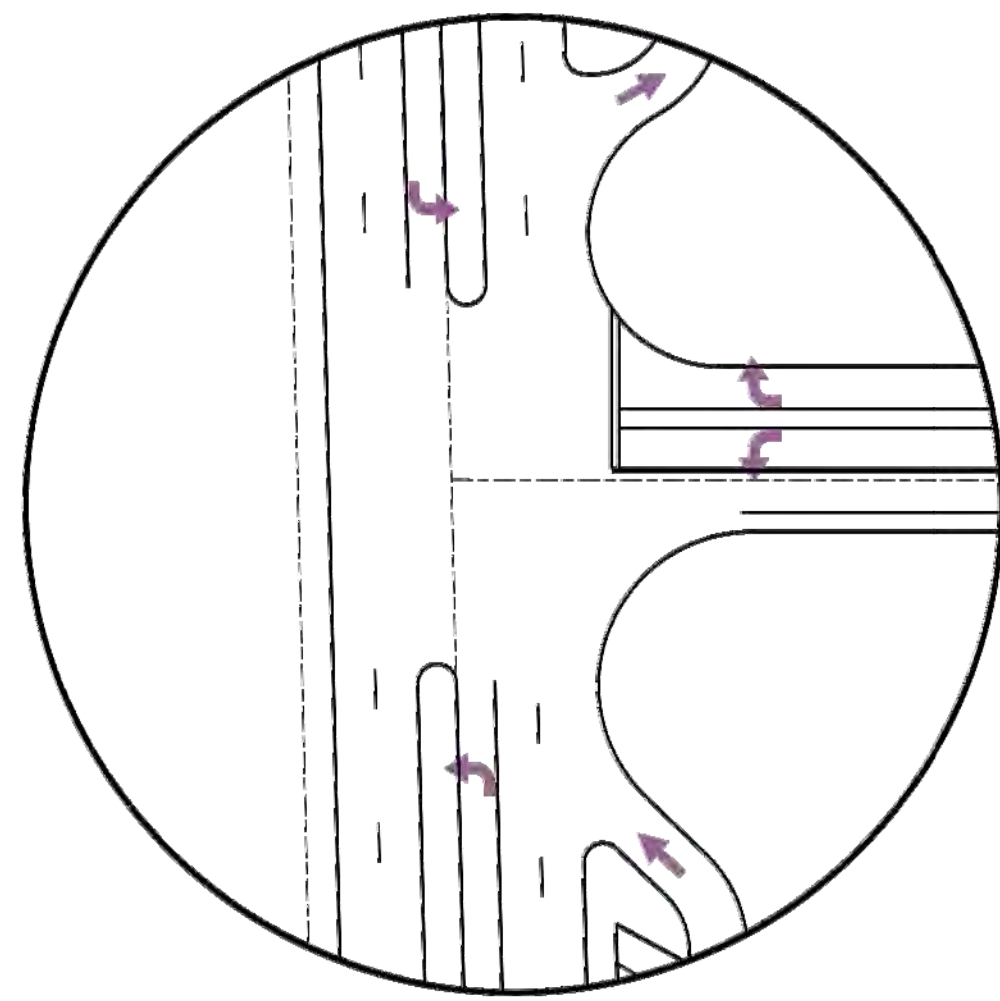
- PROPERTY LINE
  - - - EASEMENT LINES
  - ▭ BUILDING AREA LINES
  - ▨ CIVIC AREA
  - ⊕ PARKING STRUCTURE LEVELS
  - ⊖ PARKING STRUCTURE LINES
  - ⊞ RETAIL FRONTAGE LINES
  - ⊞ TH TOWNHOUSE FRONTAGE LINES
  - ⊞ R/LW RETAIL/LIVE-WORK FRONTAGE LINES
  - ⊞ OPT OPTIONAL FRONTAGES
  - TOWER AREA
  - ⊞ T14-T16 20' SETBACK TOWER HEIGHT AND TOWER SETBACK\*
  - ▲ FOCUS POINTS
- \* TOWER HEIGHTS WILL CONFORM TO UNDERLYING LAND USE.



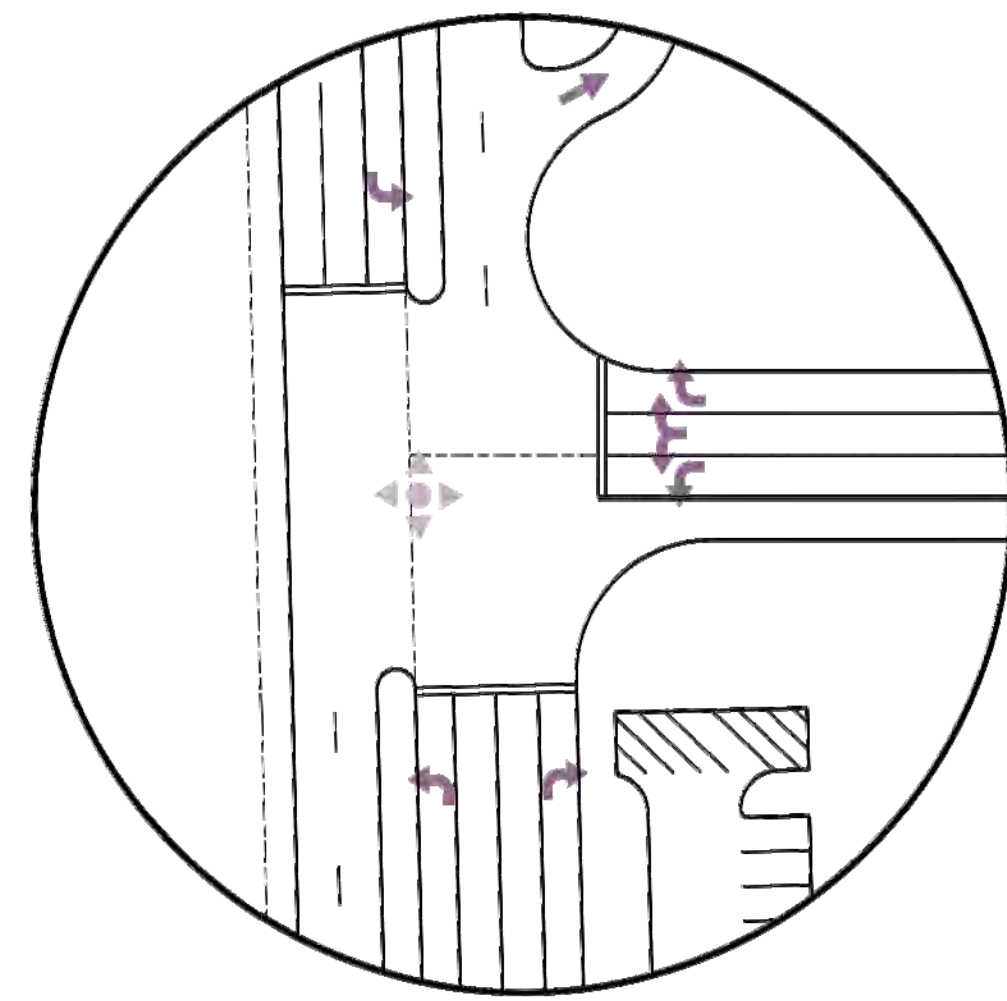


	SF	ACREAGE	PERCENTAGE
<b>ENTIRE SITE</b>	5,219,514	120 ACRES	100%
<b>OPEN SPACE</b>	2,088,057	48 ACRES	40%
<b>DEVELOPMENT</b>	3,151,457	72 ACRES	60%
<b>DEVELOPABLE BLOCKS</b>			
1	331,979		
2	148,652		
3	144,852		
4	162,792		
5	116,436		
6	193,816		
7	194,436		
8	43,357		
9	245,183		
10	166,925		
11	157,559		
12	110,397		
13	202,168		
14	202,575		
15	76,293		
16	168,232		
17	182,948		
18	61,355		
19	84,565		
20	83,801		
21	73,165		

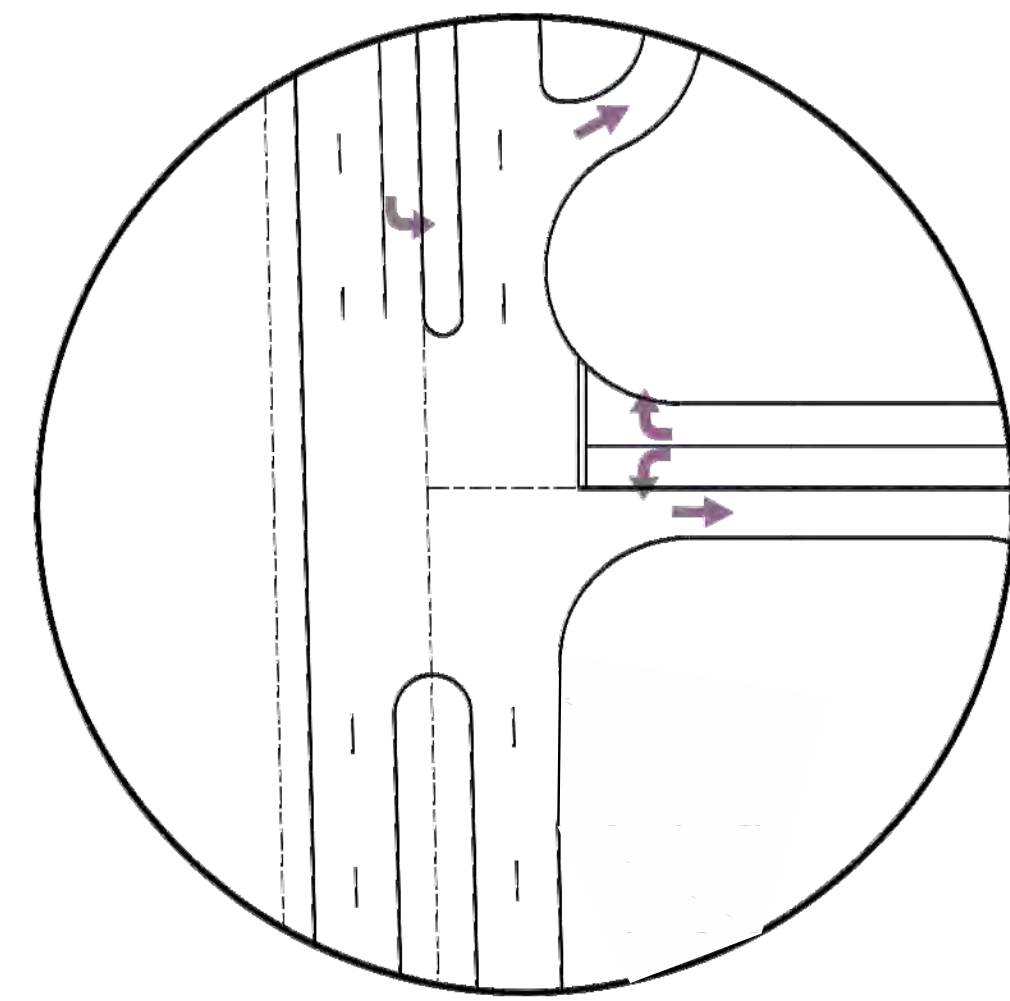




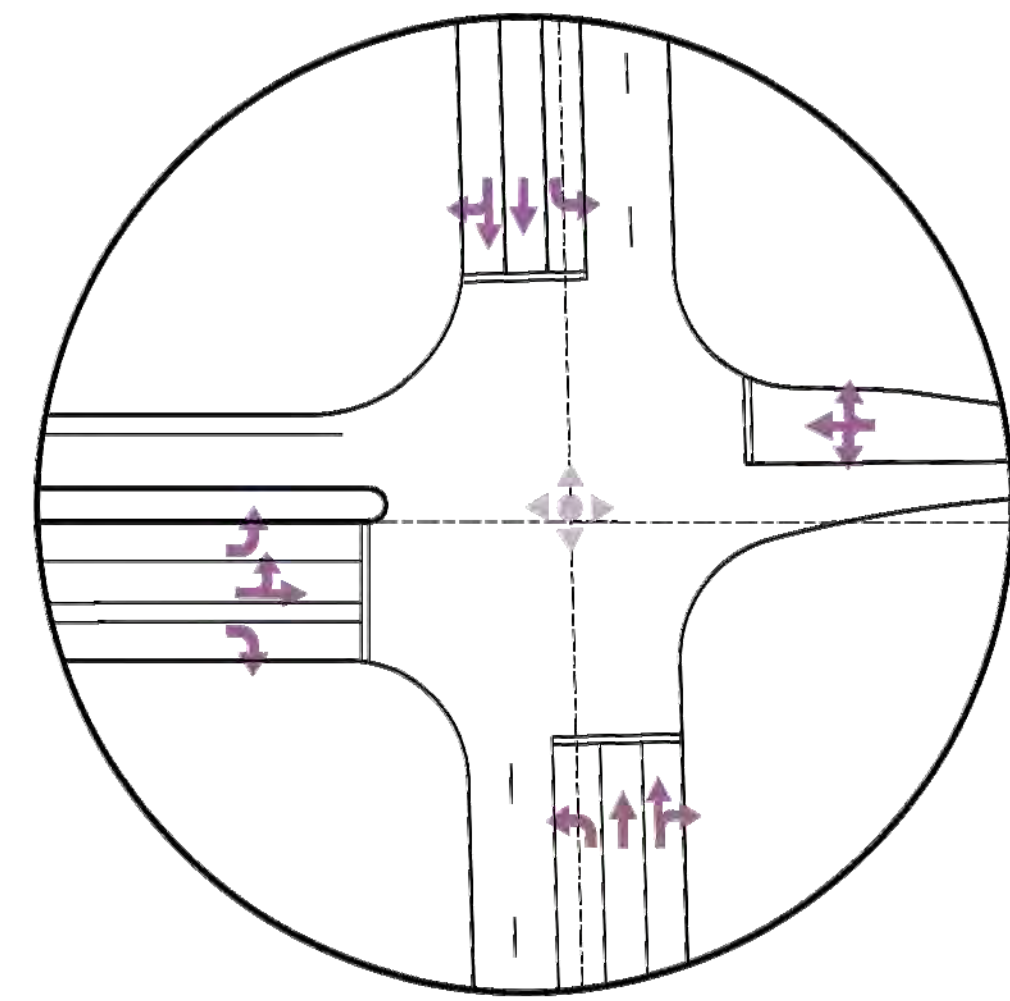
DETAIL A  
NW 87 AVE AND NW 53 TERR



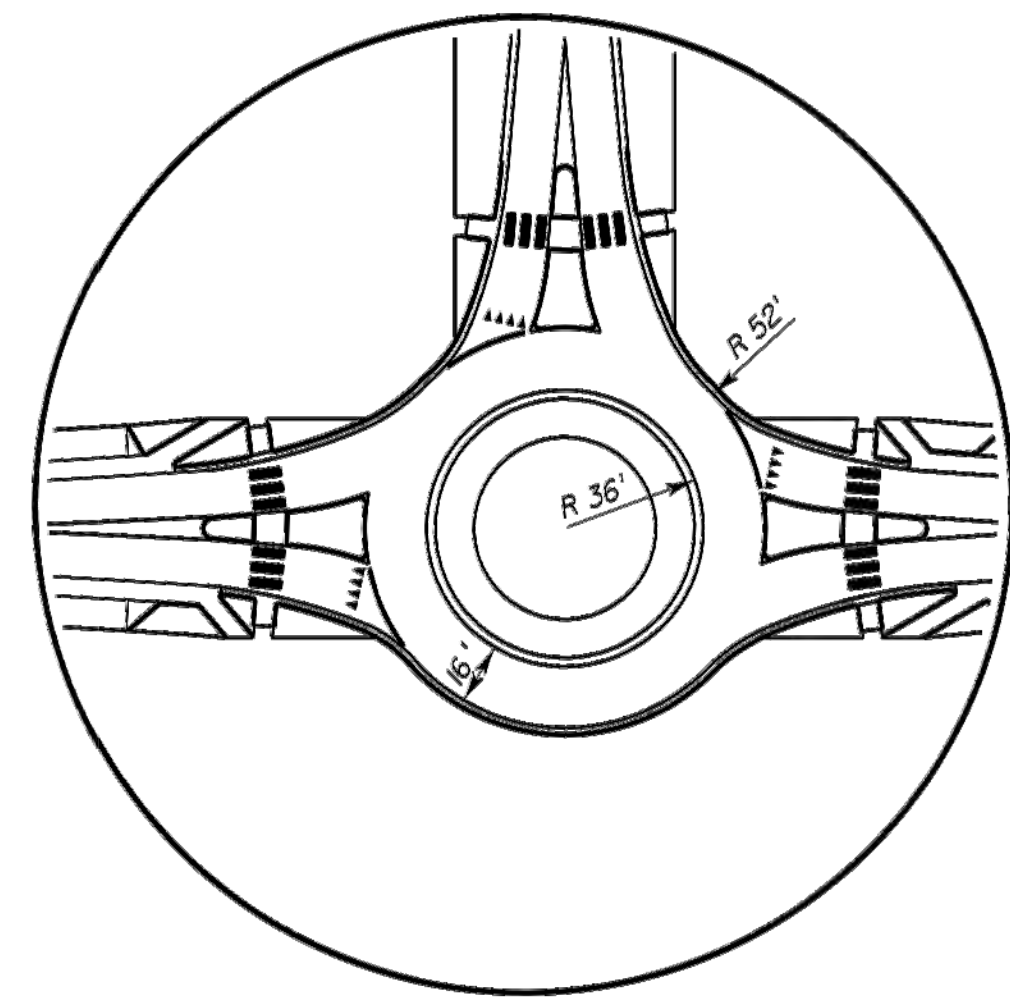
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NW 87 AVE AND NW 53 ST



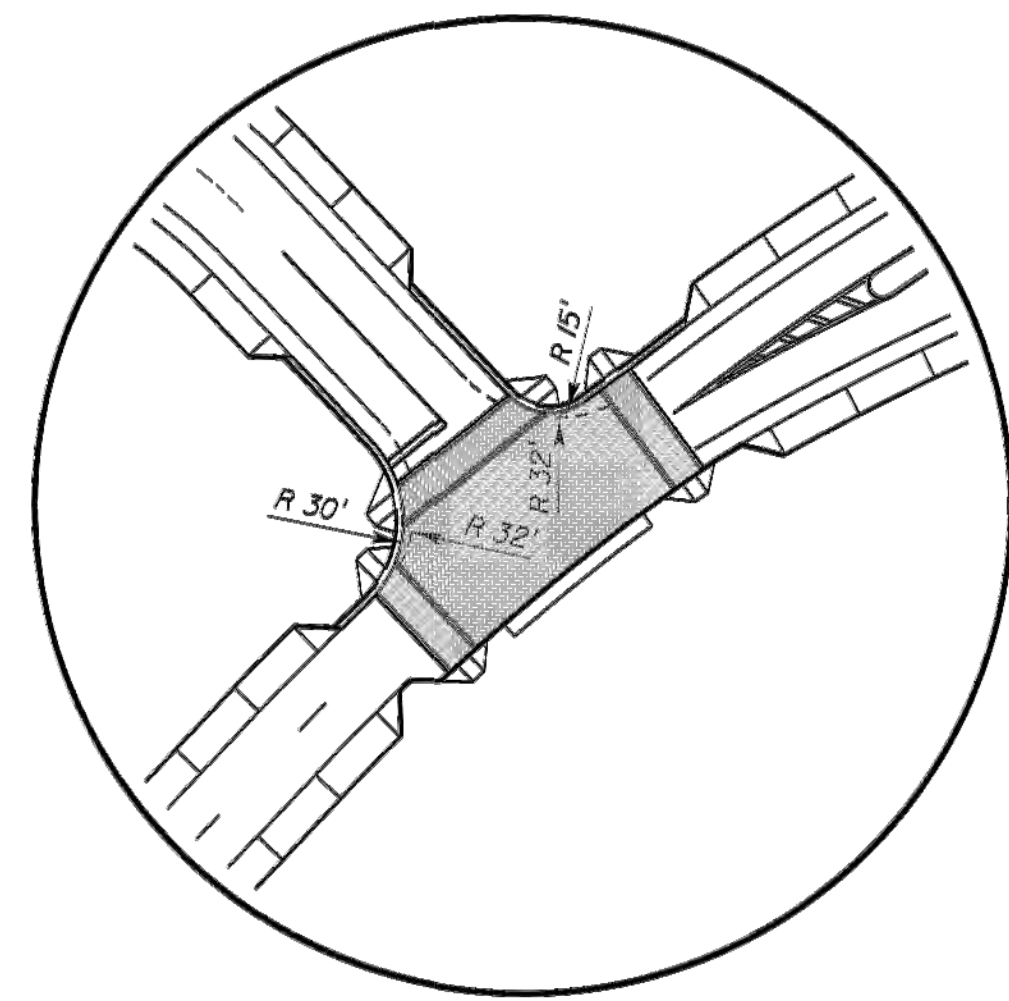
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NW 87 AVE AND NW 52 ST



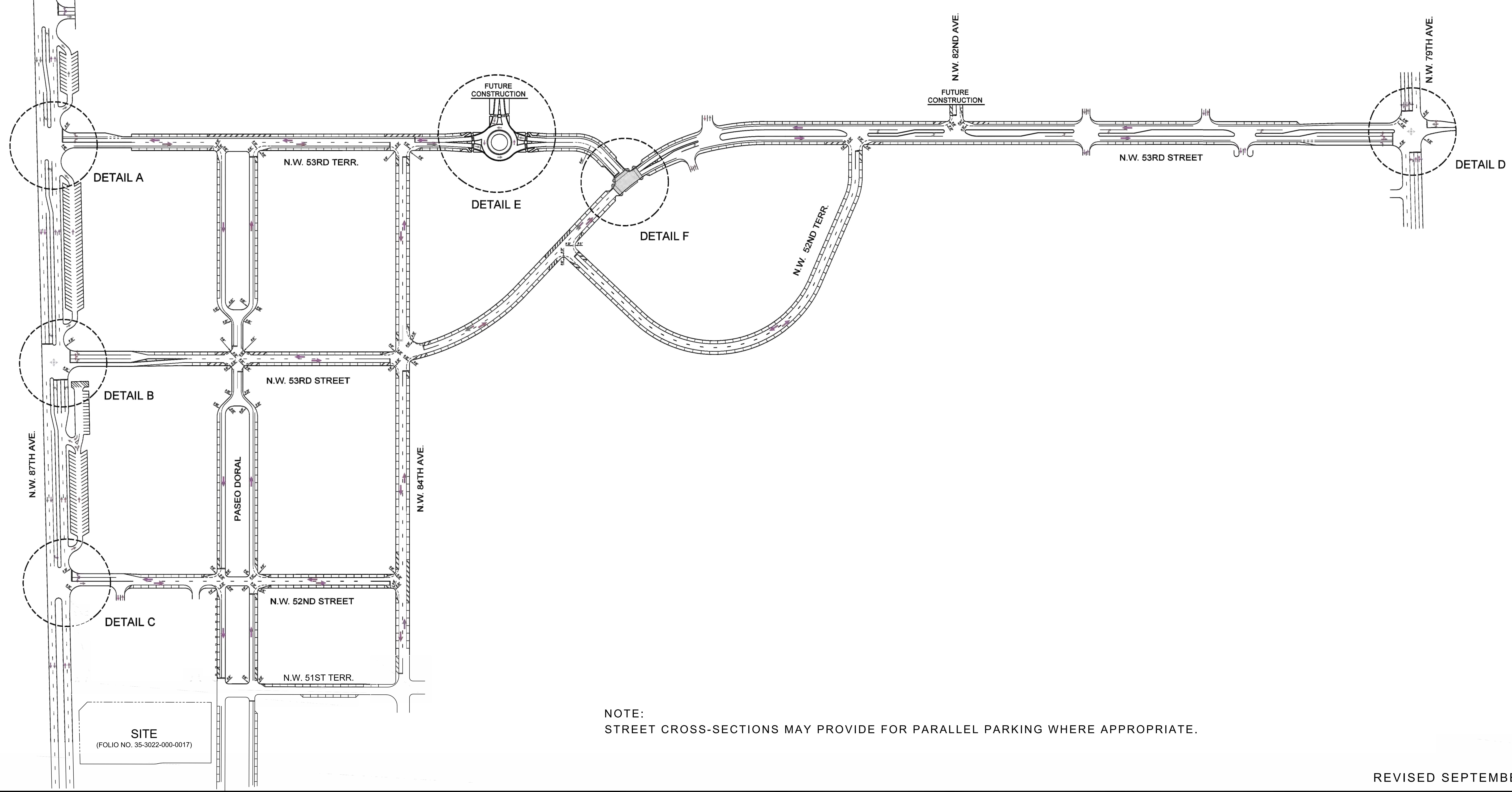
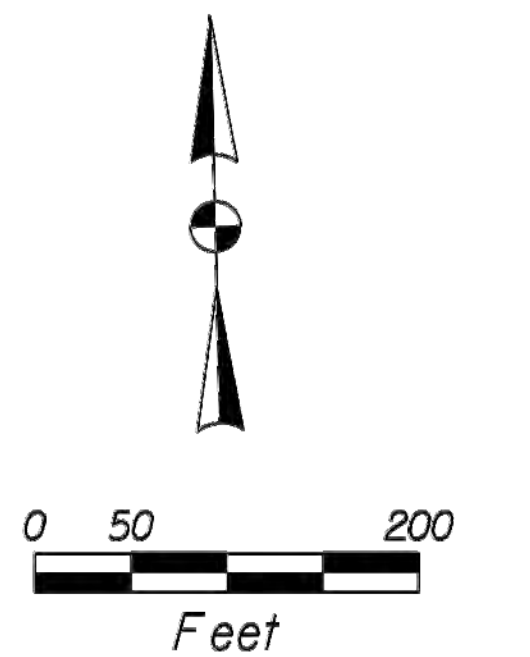
DETAIL D  
NW 79 AVE AND NW 53 ST



DETAIL E  
52' RADII ROUNDABOUT



DETAIL F  
NW 53 ST AND NW 53 TERR



NOTE:  
STREET CROSS-SECTIONS MAY PROVIDE FOR PARALLEL PARKING WHERE APPROPRIATE.

REVISED SEPTEMBER 2021

11/14/2006  
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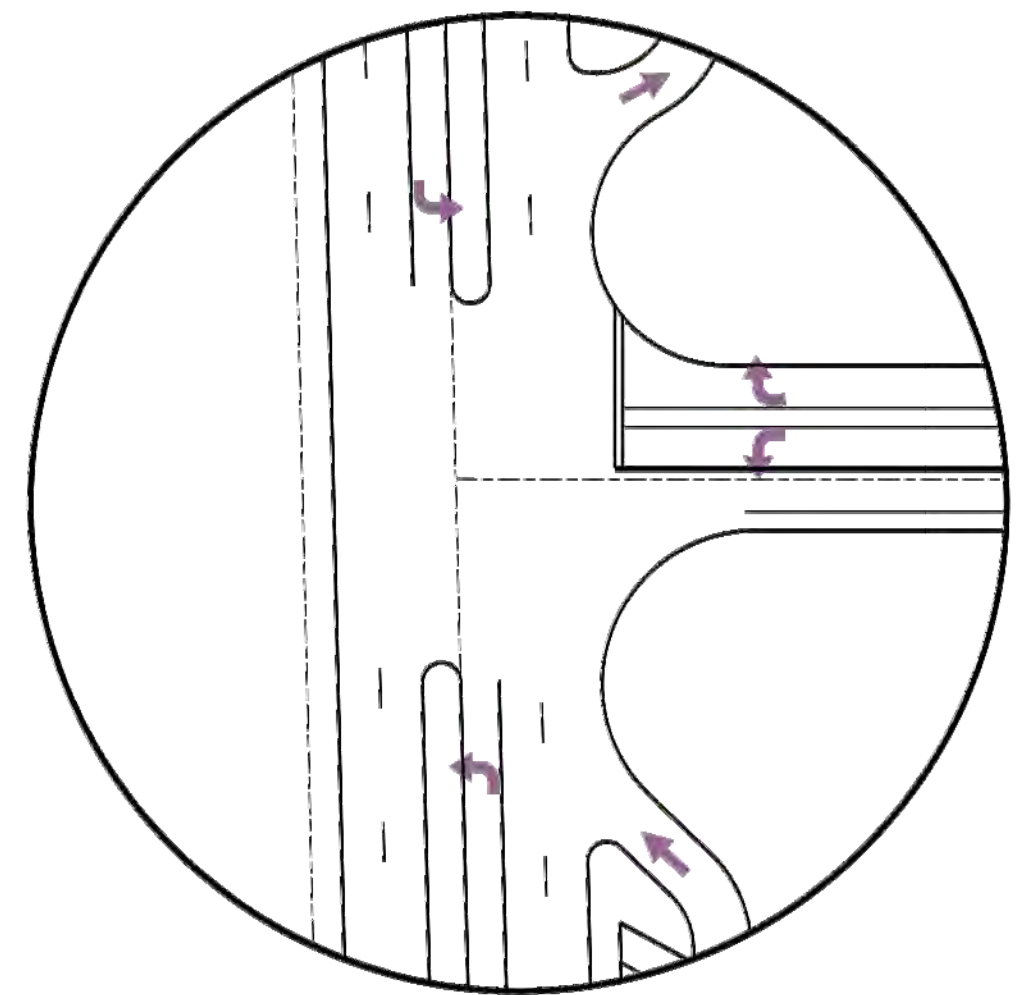
**DAVID PLUMMER & ASSOCIATES, INC.**  
 TRANSPORTATION • CIVIL • STRUCTURAL • ENVIRONMENTAL  
 CORAL GABLES FORT MYERS FORT LAUDERDALE  
 1750 PONCE DE LEON BLVD., CORAL GABLES, FL 33134 TELEPHONE (305) 447-0900 FAX (305) 444-4986  
 CERTIFICATE OF AUTHORIZATION EB 2690

PROJECT: **DOWNTOWN DORAL**

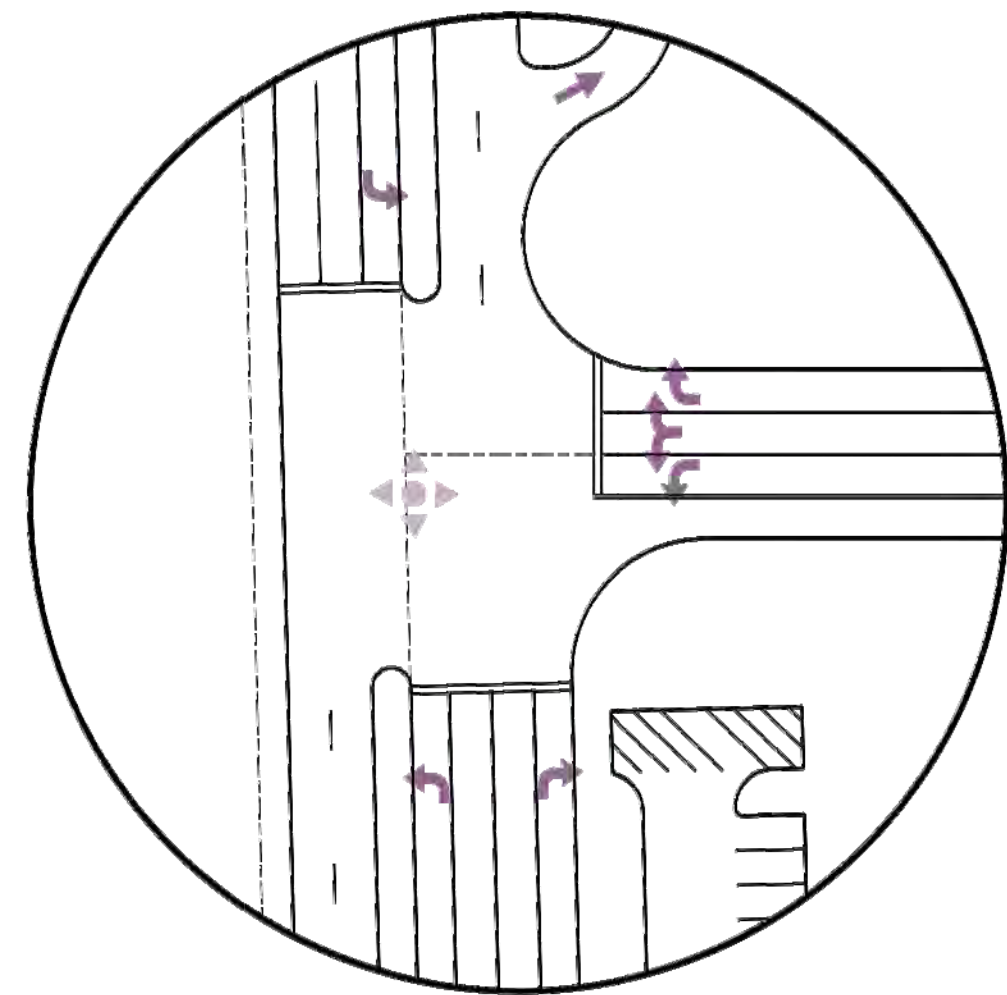
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DATE	PROJECT NO.
11/03/06	05236
DRAWN	SHEET NO.
CHECKED	<b>1</b>
APPROVED	

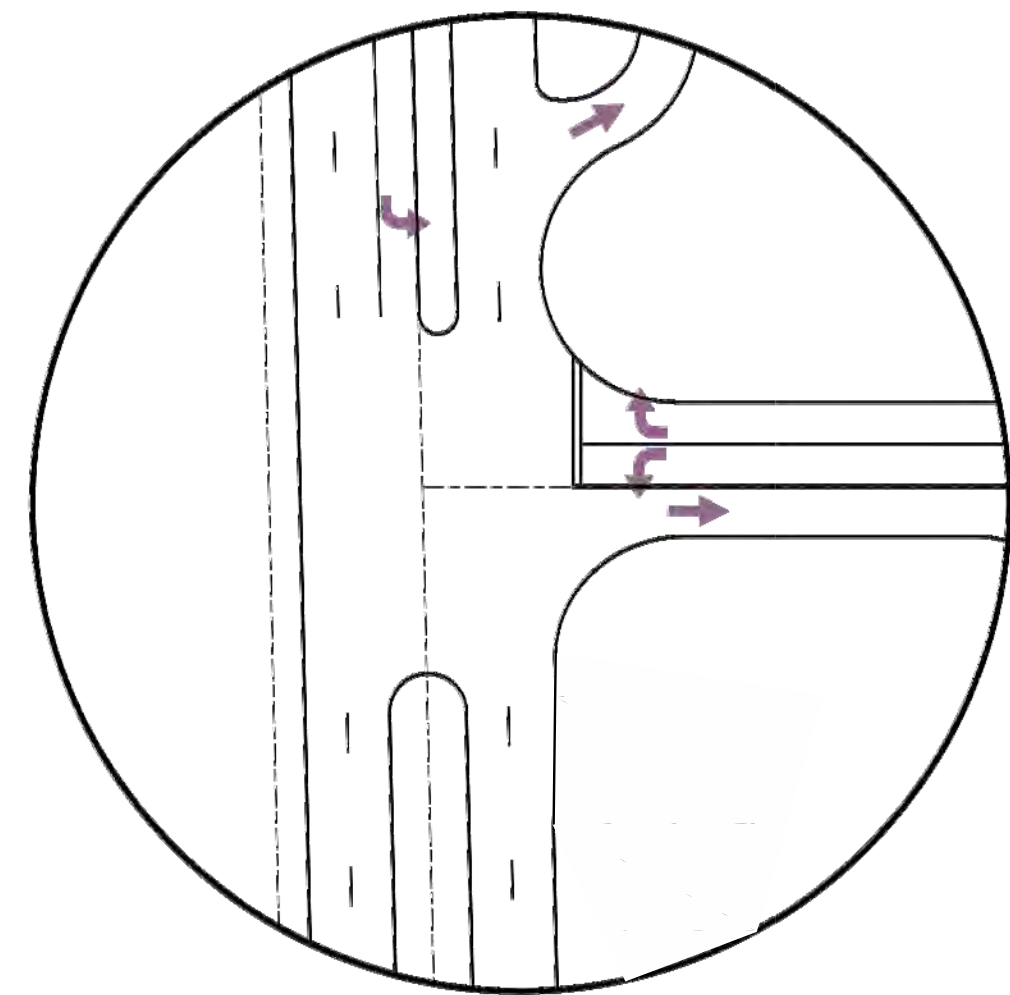




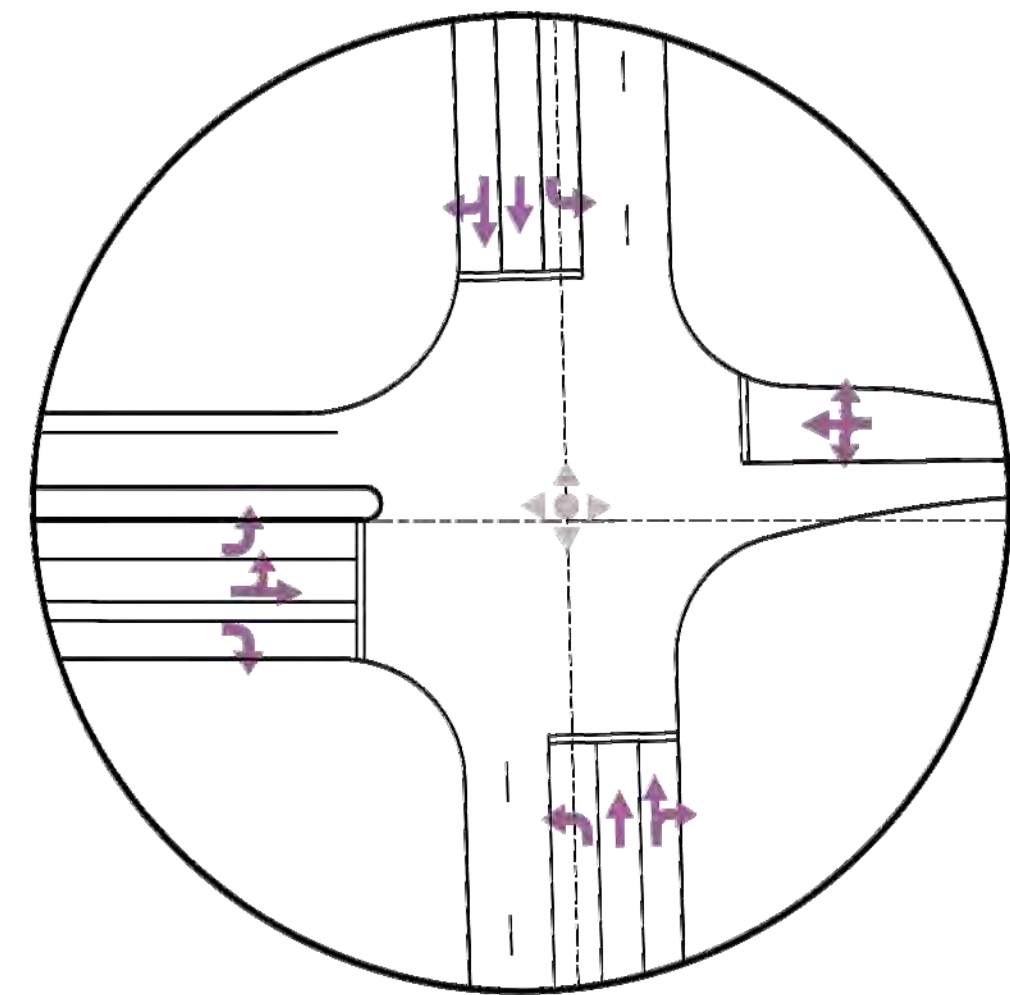
DETAIL A  
NW 87 AVE AND NW 53 TERR



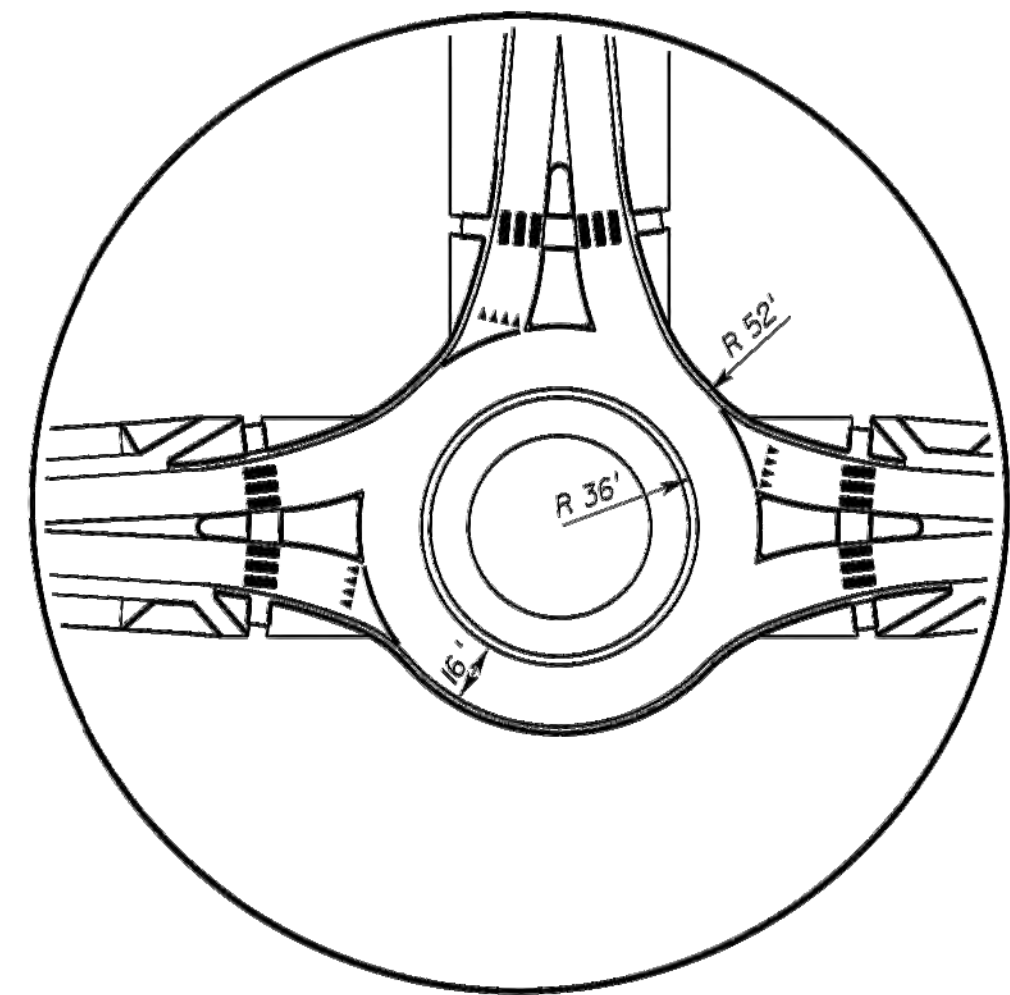
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NW 87 AVE AND NW 53 ST



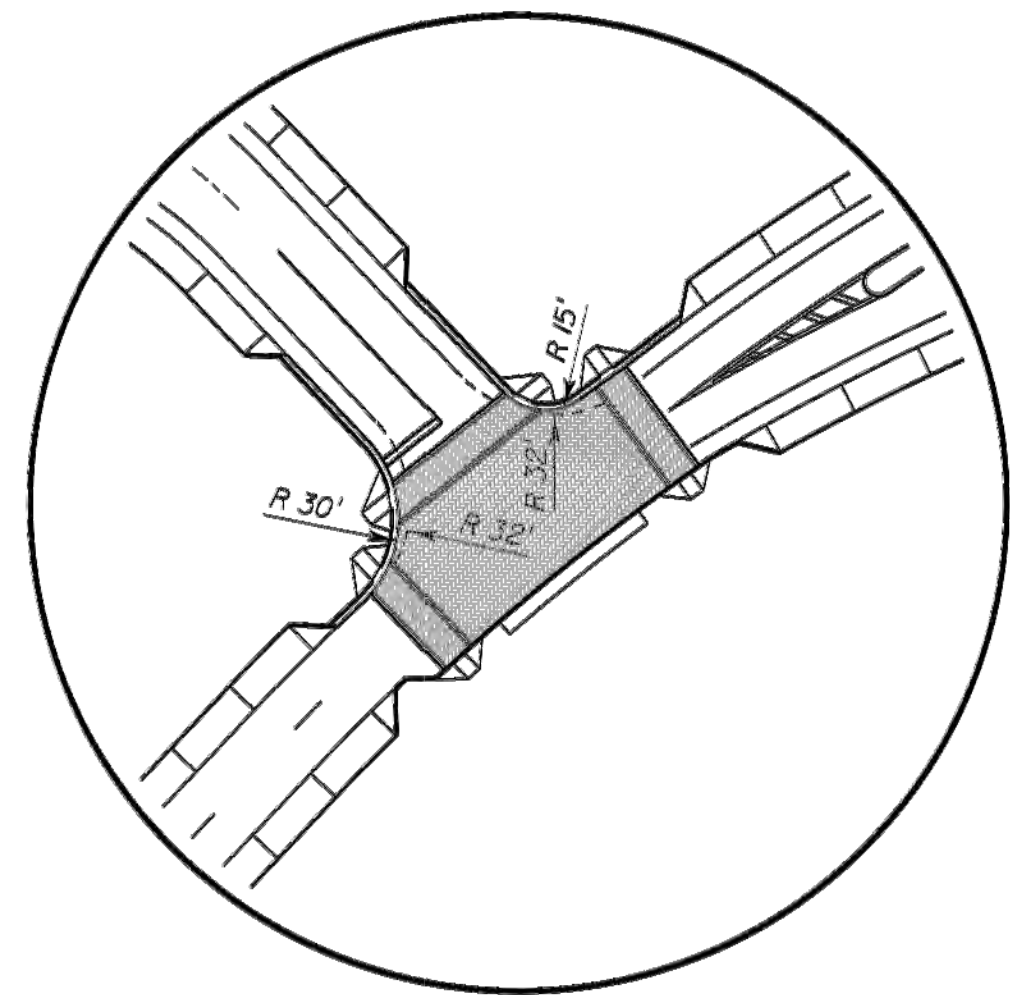
DETAIL C  
NW 87 AVE AND NW 52 ST



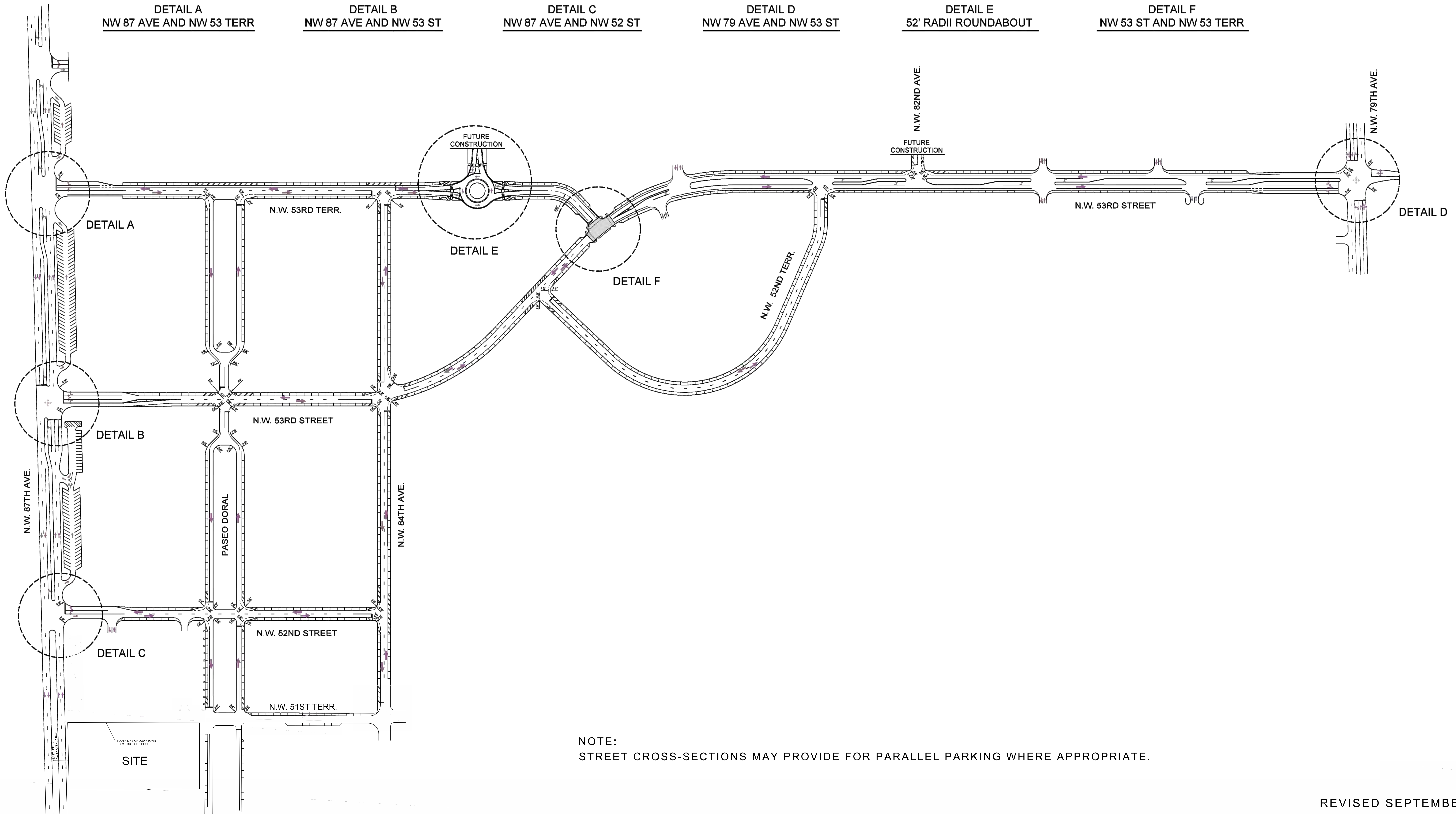
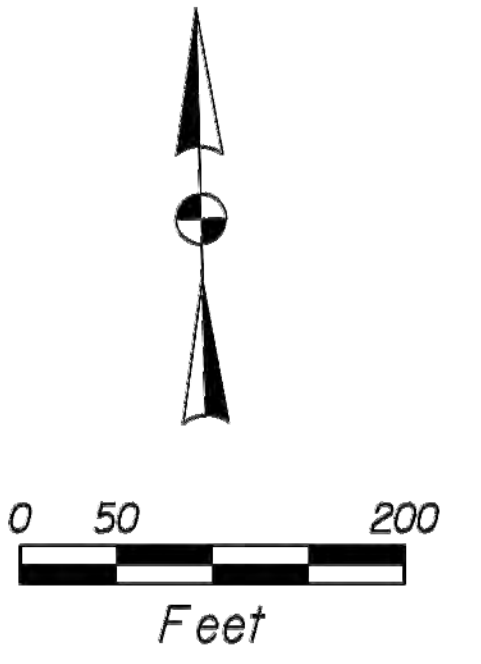
DETAIL D  
NW 79 AVE AND NW 53 ST



DETAIL E  
52' RADII ROUNDABOUT



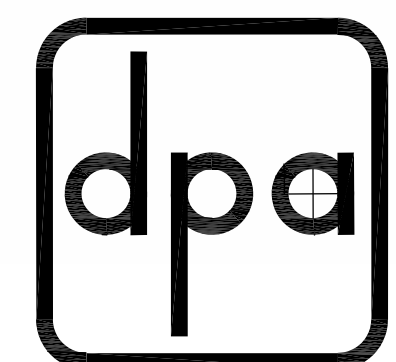
DETAIL F  
NW 53 ST AND NW 53 TERR



NOTE:  
STREET CROSS-SECTIONS MAY PROVIDE FOR PARALLEL PARKING WHERE APPROPRIATE.

REVISED SEPTEMBER 2021

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**DAVID PLUMMER & ASSOCIATES, INC.**  
 TRANSPORTATION • CIVIL • STRUCTURAL • ENVIRONMENTAL  
 CORAL GABLES FORT MYERS FORT LAUDERDALE  
 1750 PONCE DE LEON BLVD. CORAL GABLES FL 33134 TELEPHONE (305) 447-0900 FAX (305) 444-4986  
 CERTIFICATE OF AUTHORIZATION EB 2690

PROJECT:

**DOWNTOWN DORAL**

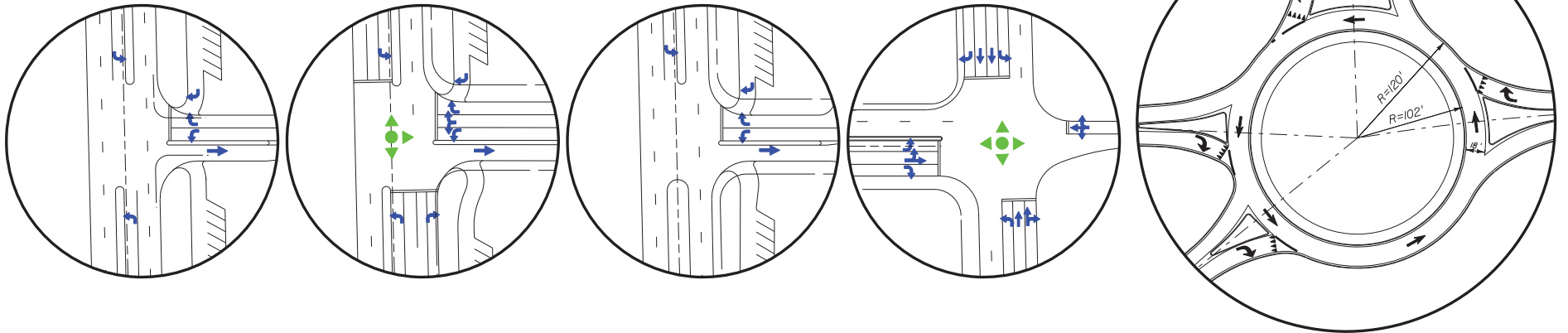
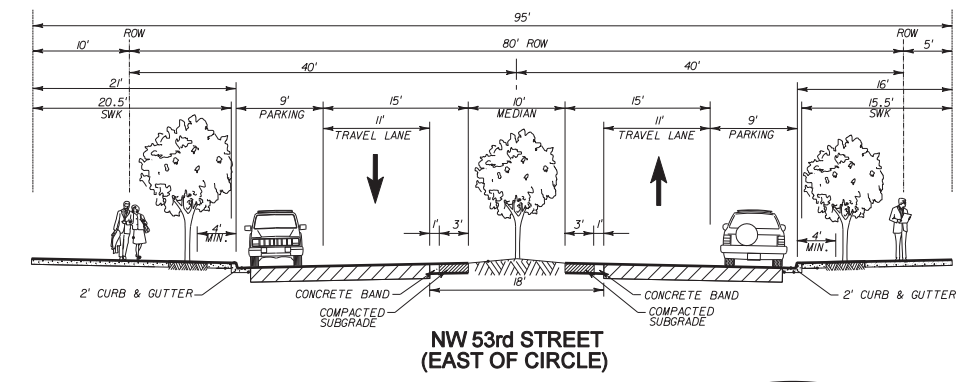
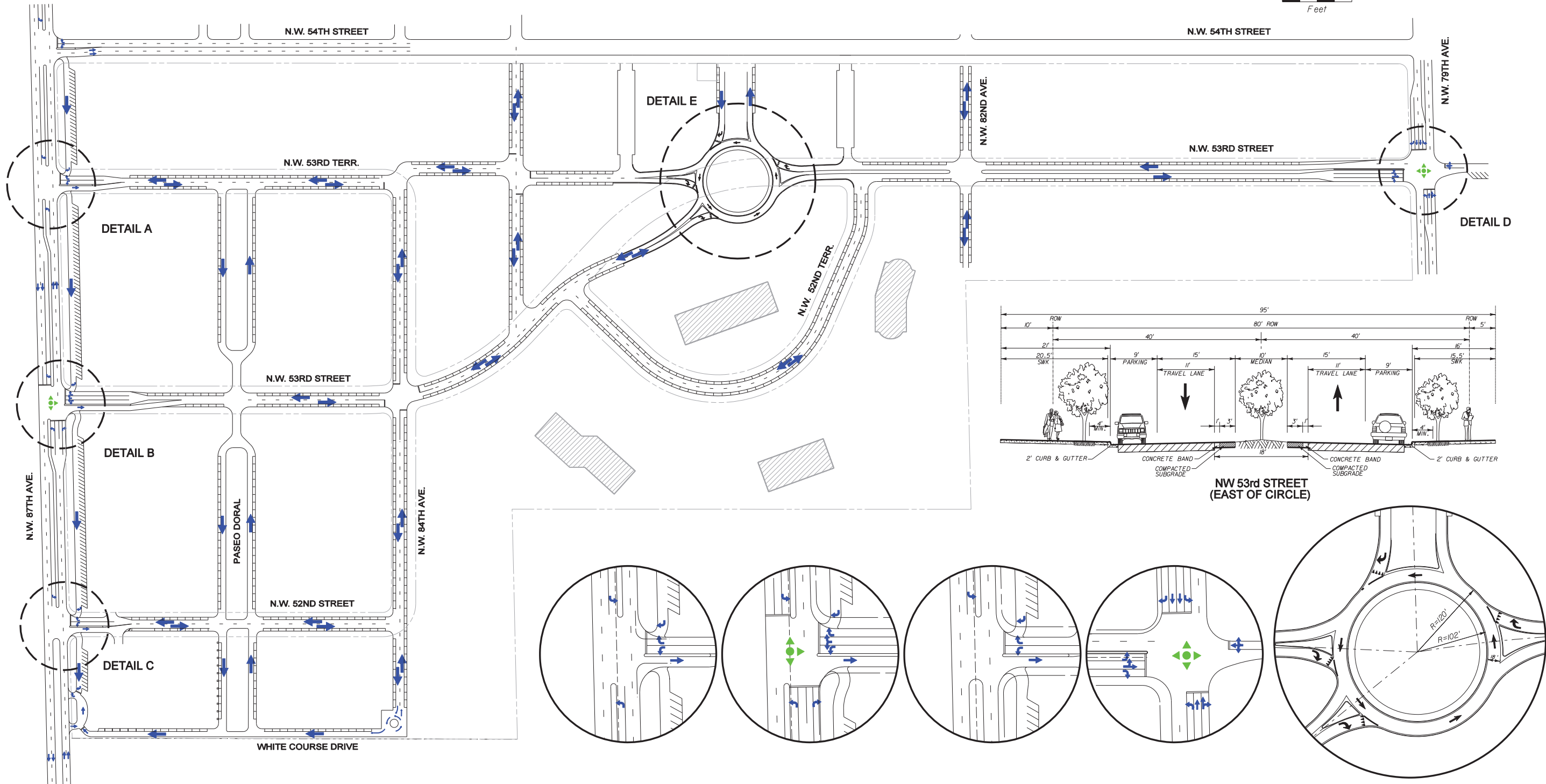
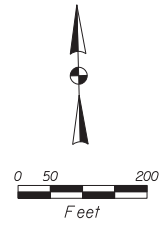
TITLE:

**VEHICULAR ACCESS AND CIRCULATION PLAN**

DATE	PROJECT NO.
11/03/06	05236
DRAWN	SHEET NO.
	<b>2</b>
CHECKED	
APPROVED	







**DETAIL A**  
 NW 87 AVE AND NW 53 TERR  
**DETAIL B**  
 NW 87 AVE AND NW 53 ST  
**DETAIL C**  
 NW 87 AVE AND NW 52 ST  
**DETAIL D**  
 NW 79 AVE AND NW 53 ST  
**DETAIL E**  
 120' RADII ROUNDABOUT

6/20/06  
 05236.dwg  
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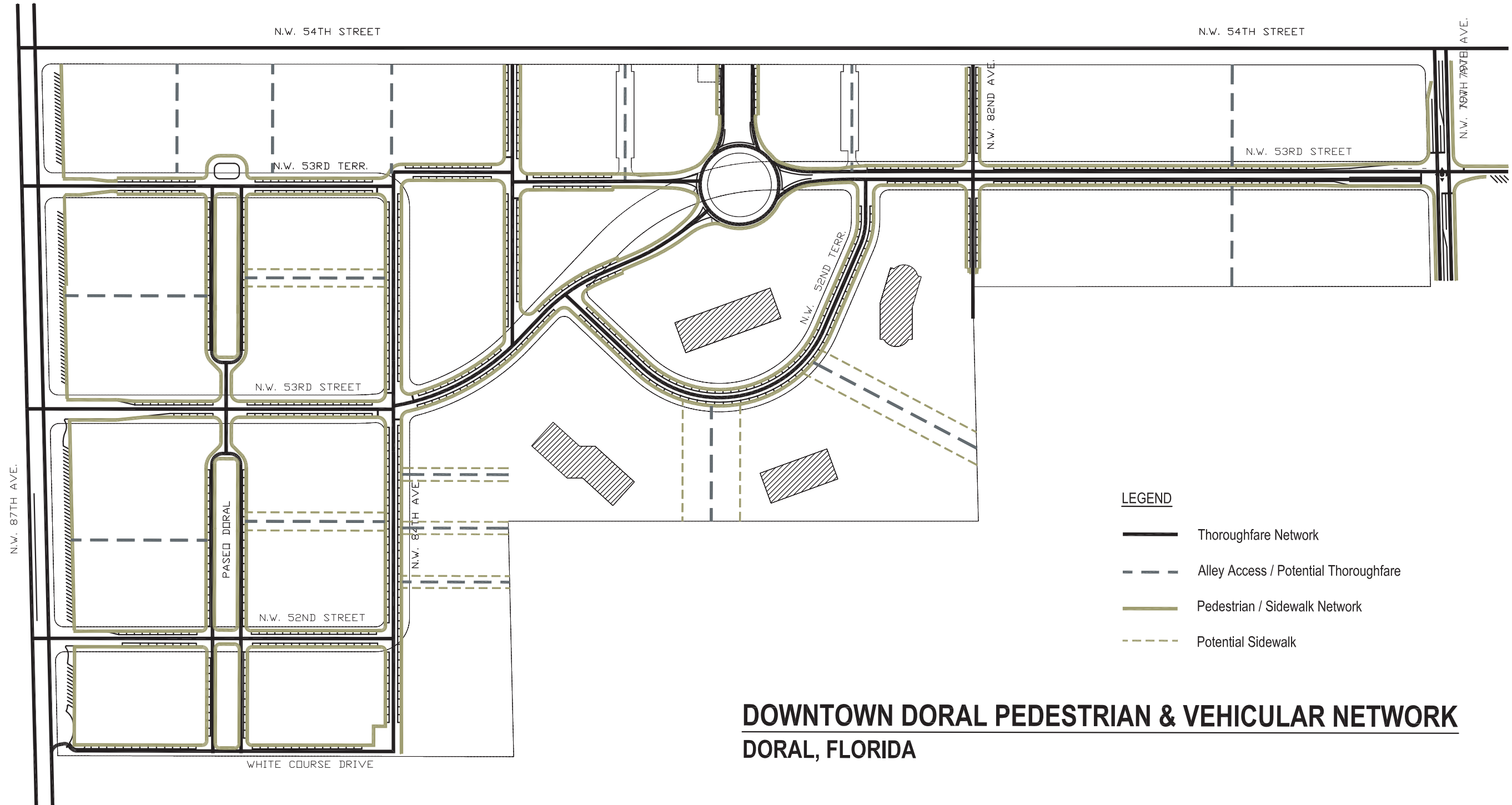
**DAVID PLUMMER & ASSOCIATES, INC.**  
 TRANSPORTATION • CIVIL • STRUCTURAL • ENVIRONMENTAL  
 CORAL GABLES FORT MYERS FORT LAUDERDALE  
 1750 PONCE DE LEON BLVD., CORAL GABLES, FL 33134 TELEPHONE (305) 447-0900 FAX (305) 444-4986  
 CERTIFICATE OF AUTHORIZATION EB 2690

PROJECT:  
**DOWNTOWN DORAL**

TITLE:  
**VEHICULAR ACCESS AND CIRCULATION PLAN**

DATE	06/19/06	PROJECT NO.	05236
DRAWN		SHEET NO.	1
CHECKED			
APPROVED			



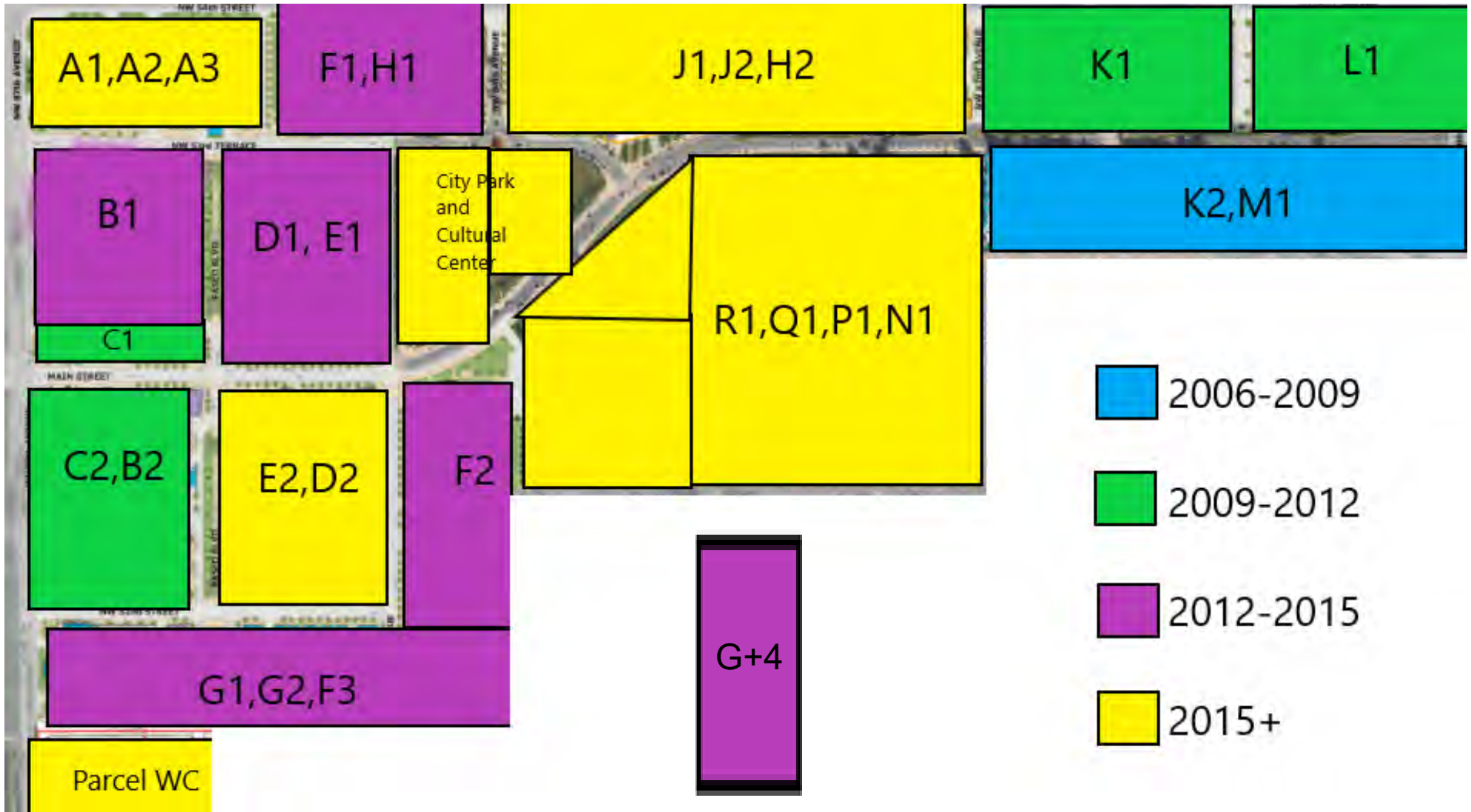


**LEGEND**

- Thoroughfare Network
- Alley Access / Potential Thoroughfare
- Pedestrian / Sidewalk Network
- Potential Sidewalk

**DOWNTOWN DORAL PEDESTRIAN & VEHICULAR NETWORK  
DORAL, FLORIDA**

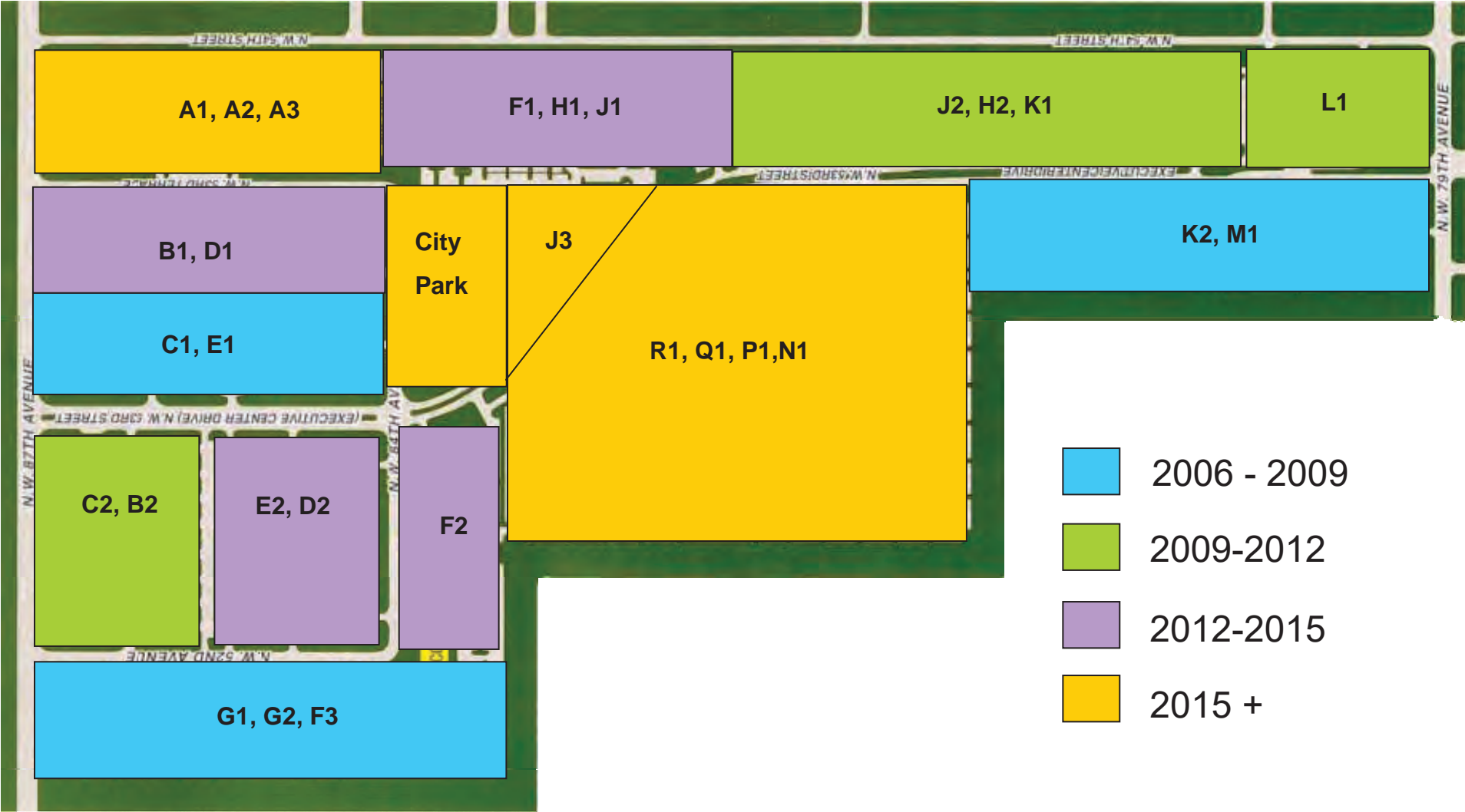
# DOWNTOWN DORAL: PROPOSED PHASING PLAN



UPDATED 7/1/2021

SUBJECT TO MODIFICATION

# Downtown Doral: Preliminary Proposed Phasing Plan



5/17/2006

Subject to Modification



## Urban Design Guidelines

### Regulating Plan Elements

**Property Lines** demarcate perimeter of Downtown Doral District.

**Easement Line** describes effective width of existing public use land comprising public right-of-ways and utility easements. Future right-of-ways dimensions may be altered to range from 50 to 95 feet wide.



**Building Area Lines** demarcate blocks held in private ownership and intended primarily for the construction of buildings. All Building Area Lines are setback minimum 20 feet from overall Downtown Doral Property Line.

**Potential Civic Area** sites are parcels recommended as preferred locations for potential public interest uses such as library, community center and meeting hall, but may also be developed for private use

**Parking Structure Lines** demarcate extent of Parking Structures as shown in the Regulating Plan. Parking Structures may cover all buildable area of blocks as governed by Parking Structure Lines. Parking Structures are to be concealed by liner buildings at Frontage Lines a minimum 20 feet deep, except where marked optional (**OPT**).

**Parking Structure Levels** are measured as ground plus number of decks above. Additionally, a full or partial roof is permitted as an amenity deck. Exposed levels of parking structures shall have shade structures covering the parking stalls. Parking Structure vehicular access at grade may interrupt a Frontage Line once for each tower above it and shall be



a minimum 40 feet distance from the block corner. Parking Structure vehicular access at Frontage Lines shall be a maximum of 42 feet wide and shall be setback 20 feet from the Frontage Line. For each Tower above, Parking Structures shall provide at least one pedestrian entrance directly onto the sidewalk in addition to any internal connections to the building. **Parking Structure height for standalone structures shall not exceed the adjacent Tower height.**

**Parking Quantities** shall be according to the City of Doral regulations. Shared parking is encouraged. **Off street parking required for all retail/restaurant uses may be reduced by up to twenty percent (20%) within mixed-use buildings or an**



**assemblage of buildings demonstrating a mix of uses on a site plan, which include retail/restaurant use along with either office or residential (non-retail/restaurant) uses or both, in accordance with the Urban Land Institute shared parking methodology.** The required parking may be provided on the street along the building frontage and off-street within a one-quarter mile (1320 feet) of the building served.

**Alleys** are thoroughfares interior to the blocks and open to the sky. Alley access at Frontage Lines shall be a minimum of 15 feet and a maximum of 25 feet wide and may occur once per block face.

## Frontages, Setbacks and Heights

Frontage Lines are the base building lines which limit the horizontal extent of building for the first 4 stories. Buildings along a Frontage Line shall have Streetwalls placed on a minimum of 80% of the length of the Frontage Line. At the mixed-use Blocks B and C (B1, B2, C1 & C2) adjacent to NW 87<sup>th</sup> Avenue with mid-block servicing and parking complexities, a 60% streetwall along the Frontage Line shall be permissible to accommodate front entry drives along the western edge of the Paseo Doral.



Civic Buildings may be setback from the Frontage Line. Building façades along a Frontage Line shall have frequent doors and windows; pedestrian entrances shall occur at a maximum spacing of 75 feet. Vehicular access shall occur at a minimum spacing of 100 feet.

**Streetwalls are building or garden walls which coincide with Frontage Lines.**

**Townhouse Frontage Lines** demarcate building streetwalls which are entered with a stoop or ramp. Townhouses shall have a first floor elevation of between 1 foot-6 inches and 2 feet-6 inches above adjoining sidewalk elevation. Townhouses shall be a minimum of 3 stories and a maximum of 4 stories in height. At (OPT) locations a minimum of 2 stories is also allowed. Architectural elements such as chimneys, elevator towers, enclosed stairwells, roof terraces, and trellises up to an additional height limit of 12 feet may be allowed. Townhouses may be attached liner buildings or detached buildings. Townhouses shall be residential use only, with a home office maximum area of 20% per unit. Any home based business shall comply with City Ordinance No. 2006-14 – “Home Based Business Office.” **The western edge of the Paseo Doral at Blocks B and C (B1, B2, C1 & C2) shall be considered a TH (OPT) location and streetwalls may be demarcated with 2-story non-residential structures.**





**Live-Work Frontage Lines** demarcate building streetwalls which are entered at grade. Live-Works shall have a first floor elevation at adjoining sidewalk elevation. Live-Works shall be a minimum of 3 stories and a maximum of 4 stories in height. Live-Works may be attached liner buildings or detached buildings. Live-work may include office, retail and residential use. Live-work first floor residential use may build a raised floor at a minimum distance of 3 feet inside the façade. Upper floor use may be retail, residential, or office. Retail/Live-Work frontage may become Townhouse frontage provided that the entire length of the frontage is the same use.



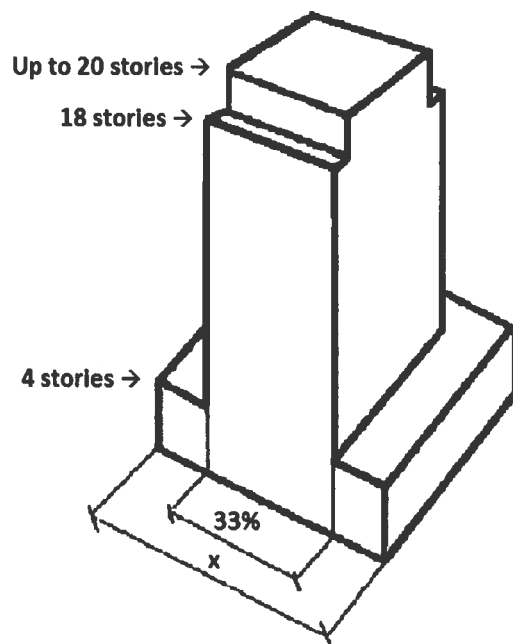
**Retail Frontage Lines** demarcate building streetwall which are entered at grade. Retail buildings shall be a minimum of 4 stories in height. Ground floor use shall be retail. Upper floor use may be retail, residential, or office. Lobbies for upper floors may occur along retail frontage. Retail buildings may be attached or detached buildings with a service alley at the rear.

**Optional Uses** demarcate frontages that may exclude liner building.

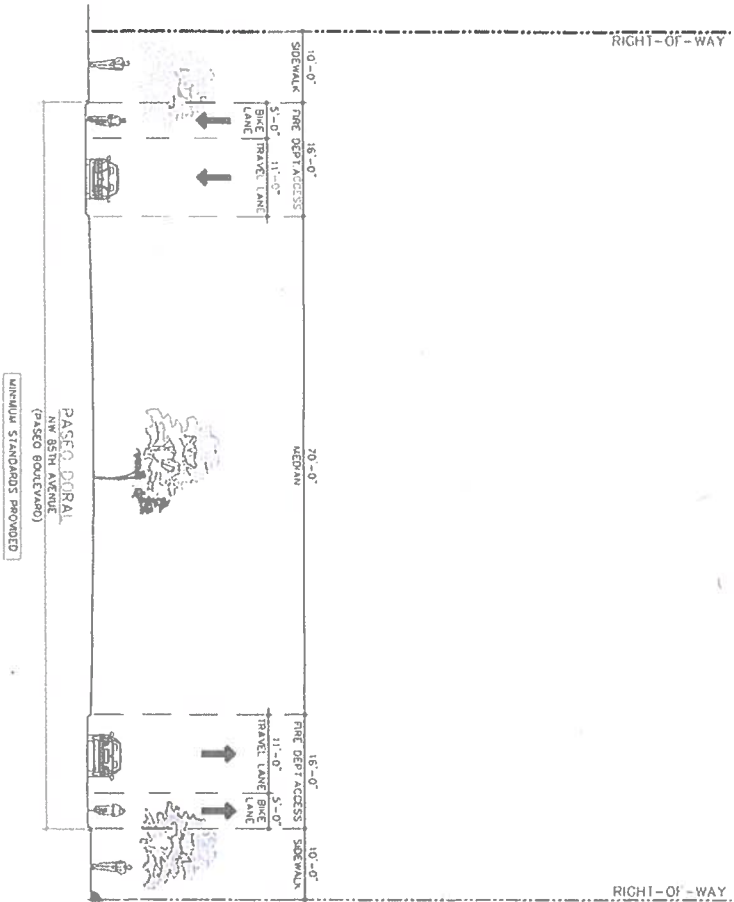
**Building Setback Lines** indicates the setback from the Frontage Line and demarcate the maximum horizontal extent of buildings above four stories, or the **Tower Area**.



**Tower Height and Tower Setbacks** taken from Frontage Line demarcate the maximum area of horizontal and vertical extent in which building height may be between 4 and 20 stories. Each tower may extend into the setback up to the Frontage Line for a maximum 33% of Block length. Towers shall be separated by a minimum of 80 feet above the fourth floor. Towers shall have only four sides above the tenth story. Framing three important public views, three pairs of towers shall be encouraged to have a symmetrical massing: at the west end of NW 53rd St. as viewed from NW 87th Ave.; blocks A1 and A3 as viewed from Park Avenue; blocks G2 and F3 as viewed from NW 54th Ave. Under no circumstances can the height of any structure exceed the underlying land use at the time of site plan approval.







**\*PROVIDED FOR REFERENCE ONLY\***  
**only applicable between 52nd Street and 53rd Street**

**Focus Points** are locations where the buildings are viewed from a long axis of approach. Focus points require architectural response appropriate to their relative importance in the plan.



**Building Use:** The ground story along Frontage Lines shall be reserved for retail, live-work, or townhouse use as shown in the Regulating Plan. The upper story of buildings along Frontage Lines or in Towers shall be residential, office, or lodging. At Frontage Lines marked Optional either use may be selected, and may exclude the liner building. On Frontage Lines allowing both retail and live-work they may be mixed. Where Frontage Lines change at the Block corner, the more intense use shall extend a minimum of 25 feet along the adjacent Frontage.

**Building Heights** are measured in number of stories. The maximums are marked along each frontage or setback line or defined herein. Each story shall be not more than 14 feet from floor to floor except the ground floor which shall be not less than 12 feet from floor to ceiling. Mezzanines may extend a maximum of 15% of the floor area. The first story should always be taller than the upper stories. This visual effect can be achieved either with a higher ceiling or in Townhouse Frontages by raising the ground level with a stoop.

## Architecture

**Building Articulation** is a change in the massing of the building in plan and/or elevation. Buildings shall be articulated only at the corner of the urban block and/or at the building entrance. A maximum of 20% of the length of a streetwall may be setback from Frontage Line.



**Expression Line** is a required horizontal line running the full width of a façade along a Frontage Line, expressed by a material change, a reveal, a molding, a cornice, an overhang, or a balcony, that shall occur atop each first story.

**Fenestration:** the ratio of fenestration (glass surface) to wall of the building façade at the ground level of Retail Frontages shall be 70% minimum. The ratio of fenestration to wall of the building façade for all other frontages and at all floor levels shall be a minimum of 30%. Reflective glass shall not be allowed on retail or residential buildings.



Revised 6/2/11

**Retail Facades:** Shopfront windows shall exude light. Shopfront paint shall be high gloss. Mullions shall be used sparingly on retail windows where a high degree of visibility is desired. Retail entrances shall be setback from Frontage Line a minimum of 3 feet.

**Residential Facades:** Muntins and mullions serve to diffuse problem views and may be used on residential windows requiring a degree of screening.



**Awnings** shall be a light metal armature stretching a non-translucent membrane. Bottom edges of awnings shall be no lower than 8 feet and no higher than 10 feet above the sidewalk at front edge and shall not be back lit.

**Retail Signage:** Each storefront shall be an integrated design to include the storefront, the entrance, and the signage. Uniform signage regulations shall be provided to ensure aesthetic continuity.



**Façade Color** shall be in the 0-40% saturation range, regardless of the material. 10% of the façade may be of a more saturated intensity.

**Encroachments:** Awnings shall be permitted to encroach upon the sidewalk up to 15 feet beyond Frontage Line. Open balconies or cantilevered entry roofs are permitted to

encroach up to 3 feet beyond the building façade for up to 33% of the length of the Frontage Line or each individual building. Stoops and ramps may encroach upon the sidewalk up to 6 feet beyond the Frontage Line, but shall allow a minimum clear passage width of 10 feet for the sidewalk. Townhouse bay windows may extend 2 feet beyond Frontage Line for a length of up to 40% of each unit frontage. Entrance canopies may extend 25 feet beyond Frontage Lines for tower entries.

**Concealed Elements:** All utility and infrastructure elements, including transformers and telephone boxes, and loading docks, dumpsters, condensers, meters, and backflow preventers shall be located behind the Frontage Lines and screened from sidewalks by liner buildings, walls, gates or landscape where possible. Loading and service entries to building shall be allowed on alleys and within parking structures and lots.

**Visible Soffits and Ceilings:** The soffits of balconies and roof overhangs and the ceilings of arcades and balconies may be elaborated. The underside of cantilevers and balcony ceilings is often much more visible from the street than their façade.

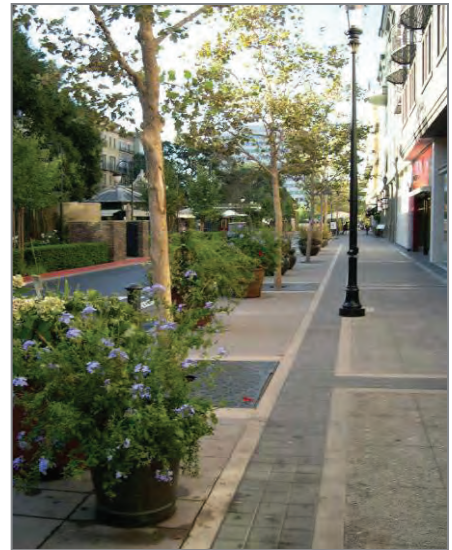


**Downspouts** may be a contributing element to the façade, and may be used to separate units at Townhouse and Live-Work Frontages.



## Streetscape

**Materials:** The streetscape details shall be simple; the vehicular pavement asphalt, except in areas of specialty pavers (for example, crosswalks at Main Street and Paseo Doral); the sidewalks concrete, pigmented just enough to kill the grey, and finished with a trowel, not a broom. A verge of minimum 3 (three) feet width extending in from the curb shall be the location for trees, parking meters, lamp and sign posts, hydrants, etc. The verge may be landscaped or pavers on sand, to allow easier access to buried utilities and seepage for roots.



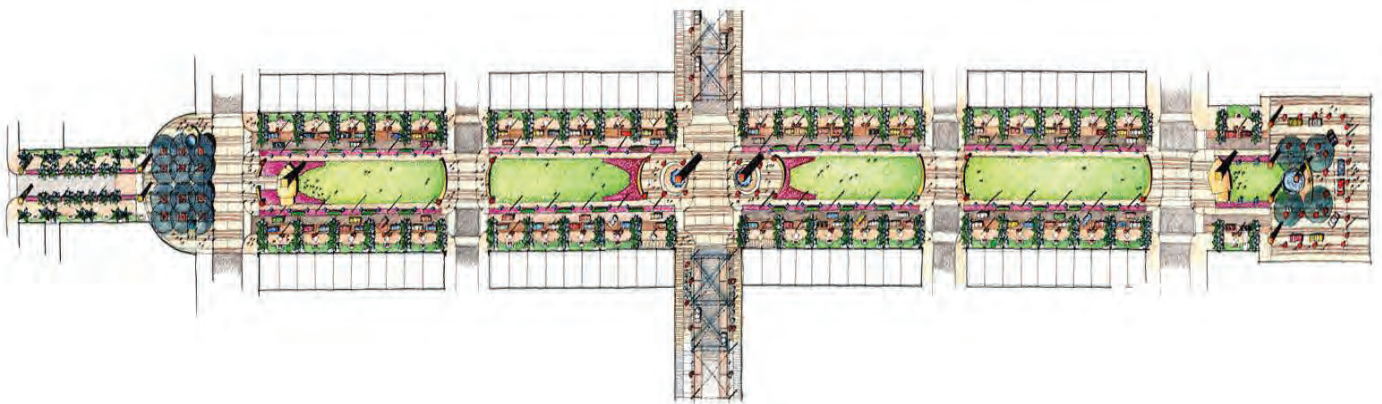
**Street Trees** should have tree grates flush with sidewalk paving or equivalent protection. Trees should be regularly spaced as shown on the Illustrative Thoroughfare Standards. Typically, trees shall align with the common walls of shops and/or residences. Tree wells shall be a minimum 4 feet by 4 feet.

Amended: 11/18/10

**Street Lights** shall not exceed 15 feet in height and at specific locations to be located on both sides of each street at intervals of no more than 75 feet or staggered at 75 foot intervals (see Thoroughfare Standards for locations). The lamps shall be selected to produce white light, such as metal halide.



**Other:** Uniform street furnishings shall be provided throughout the public spaces to ensure aesthetic continuity.



Amended: 11/18/10



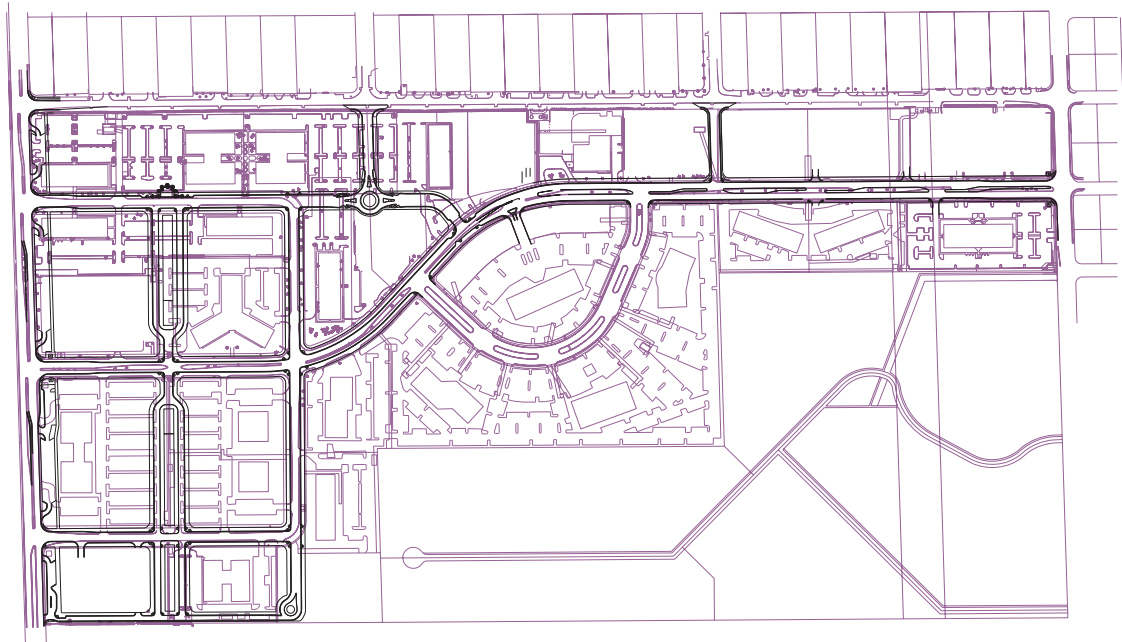
## **GROCERY FLOOR AREA**

**Grocery Store Floor Area:** For grocery stores in excess of 40,000 square feet, the retail space calculation shall include the floor area of the building measured from the interior of the exterior walls, excluding:

- 1) Balconies which extend from the exterior wall and extensions;
- 2) Off-street parking areas;
- 3) Lobbies;
- 4) Stairwells, mechanical rooms, waste rooms and elevator shafts;
- 5) Open plazas and outdoor café seating;
- 6) Interior corridors and the front office within storage areas;
- 7) Generators, freezers, air conditioners and chillers; and
- 8) Loading docks and storage areas.

# DOWNTOWN DORAL THOROUGHFARE STANDARDS

## DORAL, FLORIDA



Prepared for:

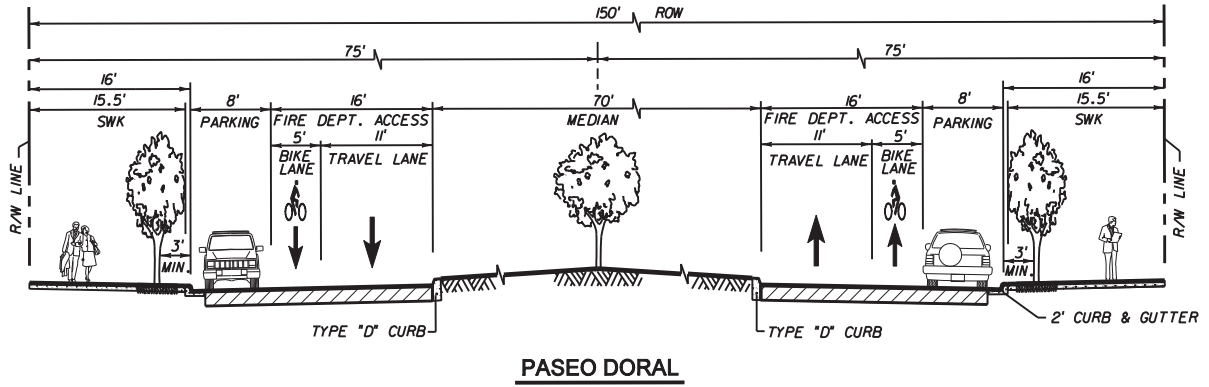
CM Doral Development Company, LLC

Prepared by:



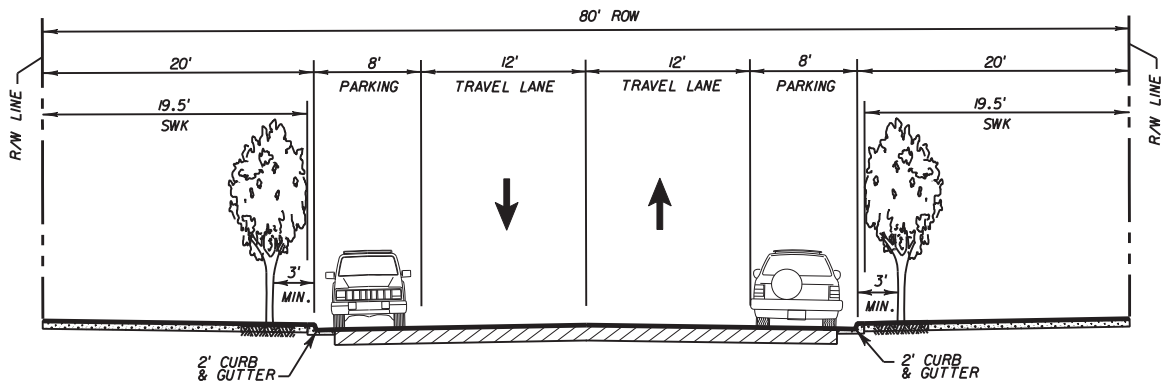
David Plummer & Associates, Inc  
1750 Ponce de Leon Blvd.  
Coral Gables, Florida 33134

November 2010



TYPE	BOULEVARD
DESIGN SPEED	30 MPH
CURB TYPE	RAISED
PLANTER WELLS	4'X4' (BOTH SIDES)
PLANTER SPACING	25' o.c.
STREET LIGHTS	75' SPACING (BOTH SIDES)

Amended 11/01/10



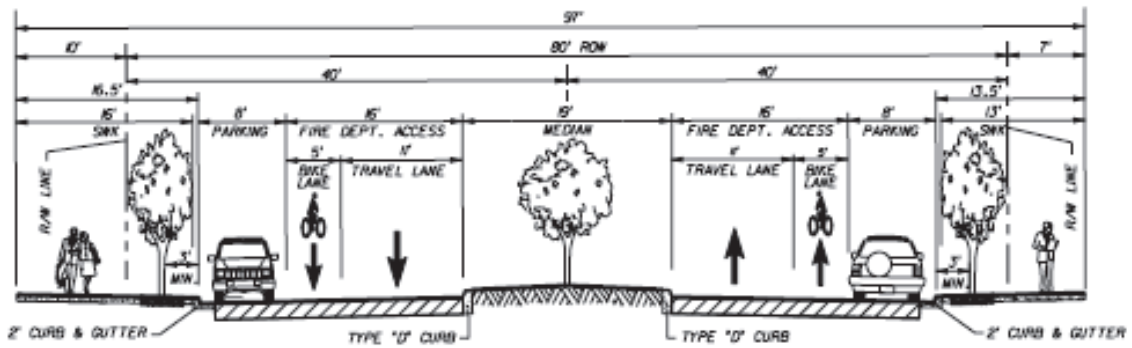
**NW 53 STREET (WEST OF NW 53 TERRACE)**

*IN.T.S.J*

TYPE	COMMERCIAL
DESIGN SPEED	30 MPH
CURB TYPE	RAISED
PLANTER WELLS	4'X4' (BOTH SIDES)
PLANTER SPACING	25' o.c.
STREET LIGHTS	75' SPACING (STAGGERED)

*Amended 11/01/10*

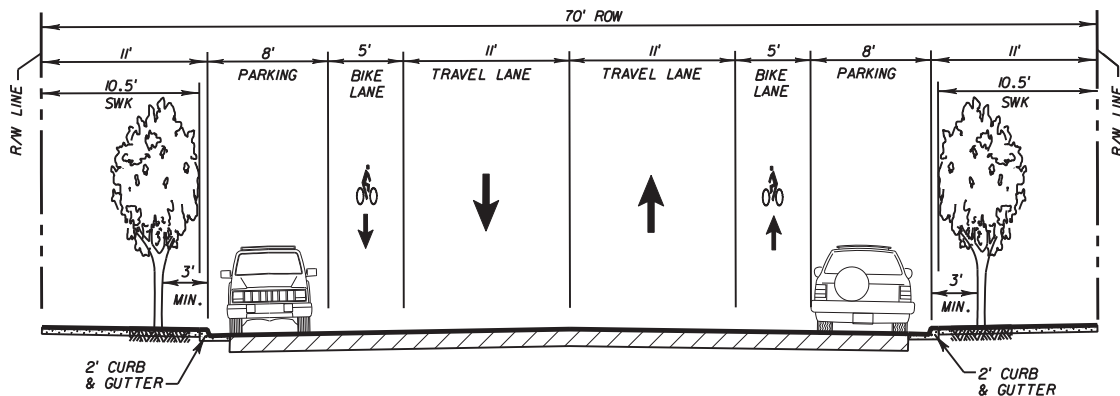




**NW 53 STREET (EAST OF NW 53 TERRACE)**  
 (LOOKING EAST) (N.T.S.)

TYPE	BOULEVARD
DESIGN SPEED	30 MPH
CURB TYPE	RAISED
PLANTER WELLS	4'X4' (BOTH SIDES)
PLANTER SPACING	25' o.c.
STREET LIGHTS	75' SPACING (BOTH SIDES)
EASEMENTS	REFER TO INFRASTRUCTURE AGREEMENT

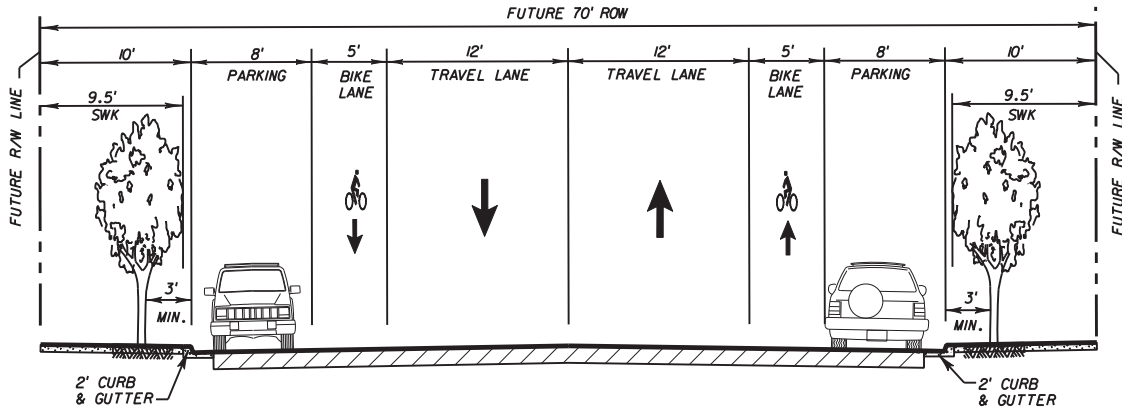
Amended 03/08/11



**NW 53 TERRACE**  
 (FROM NW 87 AVENUE  
 TO ROUNDABOUT AT NW 84 AVENUE)  
 (N.T.S.)

TYPE	RESIDENTIAL / COMMERCIAL
DESIGN SPEED	30 MPH
CURB TYPE	RAISED
PLANTER WELLS	4'X4' (BOTH SIDES)
PLANTER SPACING	25' o.c.
STREET LIGHTS	75' SPACING (ONE SIDE)

Amended 11/01/10

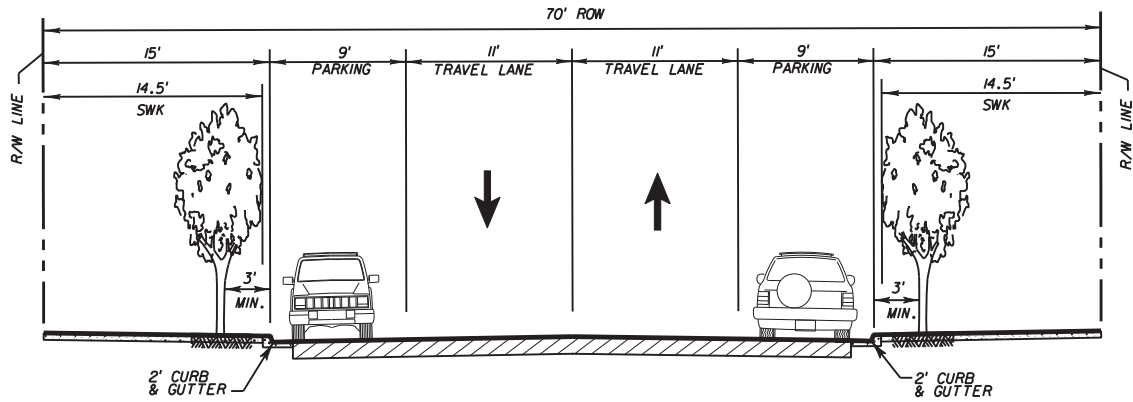


**NW 53 TERRACE**  
 (FROM ROUNDABOUT AT NW 84 AVENUE  
 TO NW 53 STREET)  
 (N.T.S.)

TYPE	RESIDENTIAL / COMMERCIAL
DESIGN SPEED	30 MPH
CURB TYPE	RAISED
PLANTER WELLS	4'X4' (BOTH SIDES)
PLANTER SPACING	25' o.c.
STREET LIGHTS	75' SPACING (ONE SIDE)

Amended 11/01/10

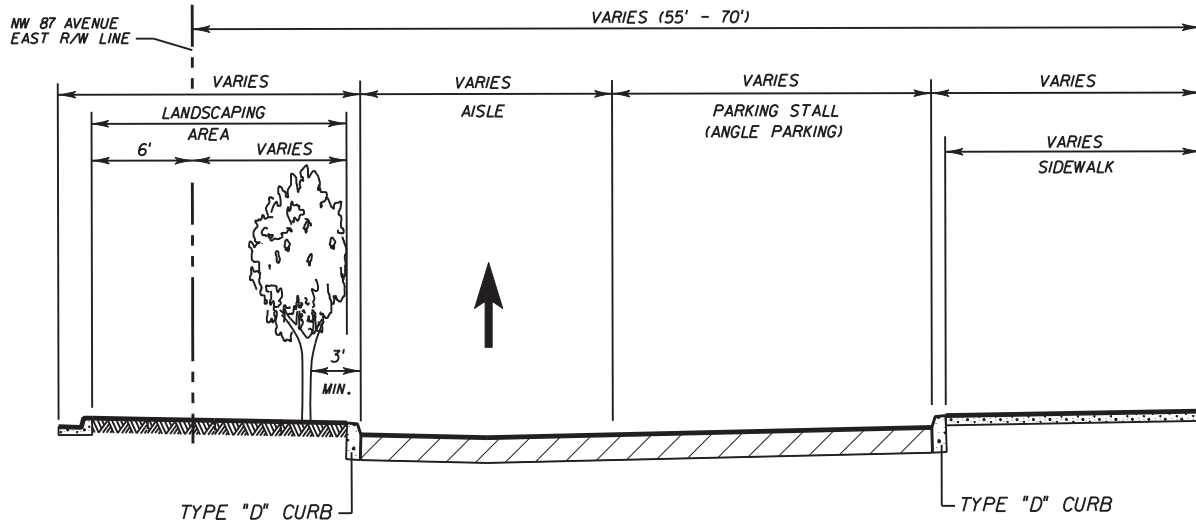




**NW 52 STREET**    &    **NW 84 AVENUE**  
 (LOOKING EAST) (N.T.S.)    (LOOKING NORTH) (N.T.S.)  
 (FROM WHITE COURSE DRIVE TO NW 53 TERRACE)

TYPE	RESIDENTIAL / COMMERCIAL
DESIGN SPEED	30 MPH
CURB TYPE	RAISED
PLANTER WELLS	4'X4' (BOTH SIDES)
PLANTER SPACING	25' o.c.
STREET LIGHTS	75' SPACING (ONE SIDE)

Amended 11/01/10

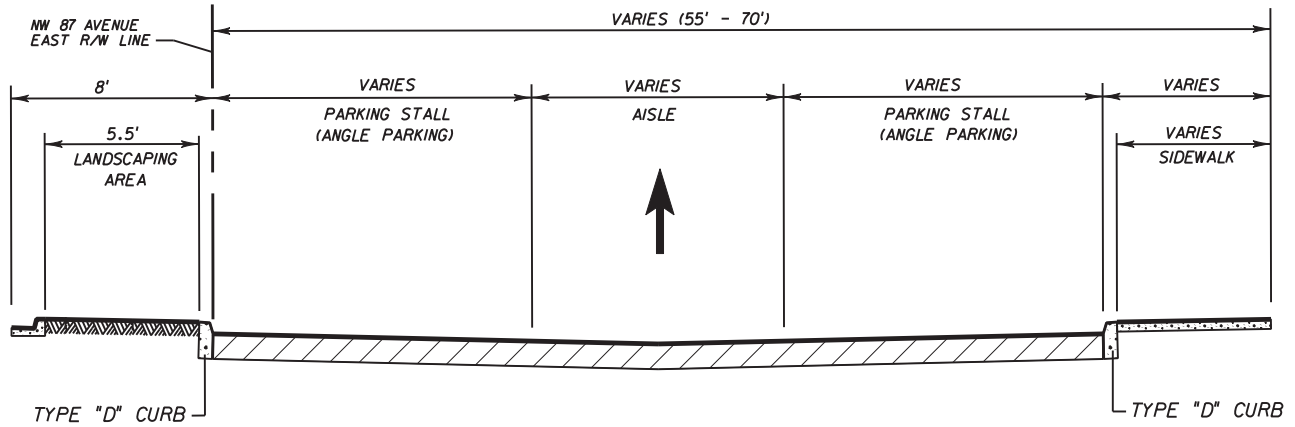


**NW 87 AVENUE FRONTAGE**  
 (FROM WHITE COURSE DRIVE TO NW 52 STREET)  
 (N.T.S.)

TYPE	DRIVE
DESIGN SPEED	15 MPH
CURB TYPE	RAISED
PLANTER WELLS	TO BE DETERMINED
PLANTER SPACING	TO BE DETERMINED
STREET LIGHTS	75' SPACING (ONE SIDE)

Amended 11/01/10

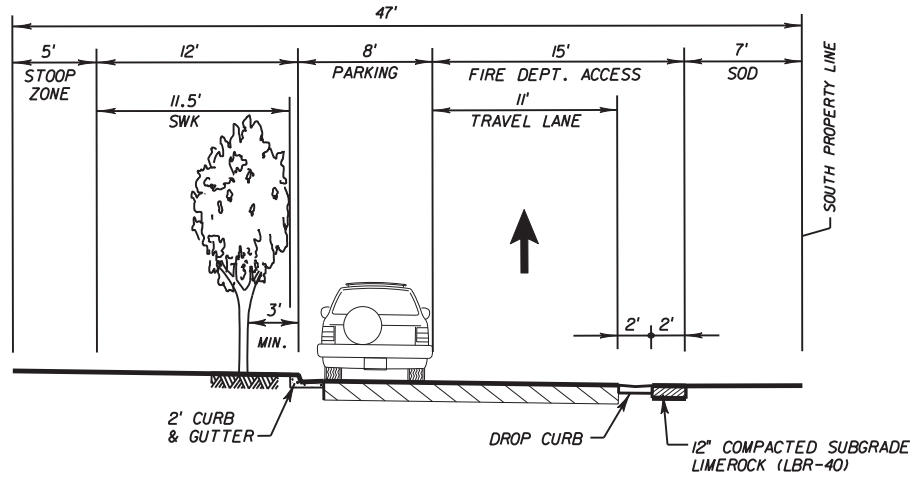




**NW 87 AVENUE FRONTAGE**  
 (FROM NW 52 STREET TO NW 54 STREET)  
 (N.T.S.)

TYPE	DRIVE
DESIGN SPEED	15 MPH
CURB TYPE	RAISED
PLANTER WELLS	NONE
PLANTER SPACING	N/A
STREET LIGHTS	75' SPACING (ONE SIDE)

Amended 11/01/10



**WHITE COURSE DRIVE**  
(LOOKING EAST) (N.T.S.)

TYPE	RESIDENTIAL / COMMERCIAL
DESIGN SPEED	30 MPH
CURB TYPE	RAISED
PLANTER WELLS	4'X4' (ONE SIDE)
PLANTER SPACING	25' o.c.
STREET LIGHTS	75' SPACING (ONE SIDE)

Amended 11/01/10



## **Downtown Doral**

### Urban Regulations

## **Preliminary Common Area Concepts**

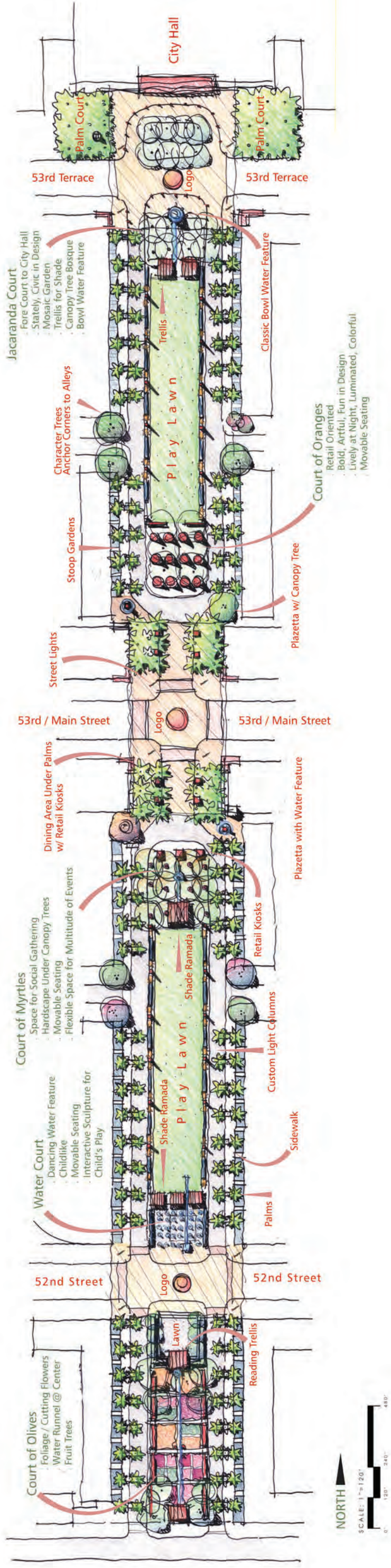
This section includes some preliminary design concepts for the important common areas at Downtown Doral, including Paseo Doral and the City Park. It also includes some photographs showing the design intent of the project, as well as some preliminary lighting options.

We are presenting these plans under a separate tab because they are still at the conceptual level. We still need to do some additional pricing and design studies on these concepts before we are able to commit to a final conceptual design for these areas. We welcome your comments, and look forward to working with you to finalize approvable conceptual plans of these areas.









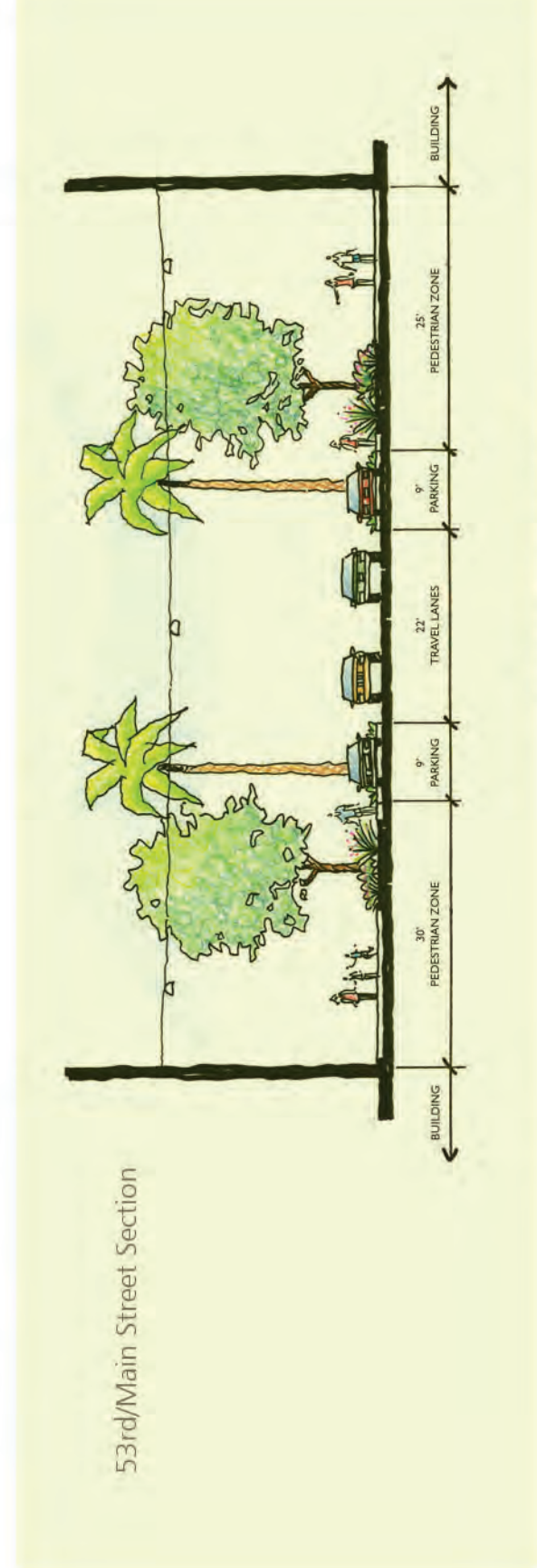
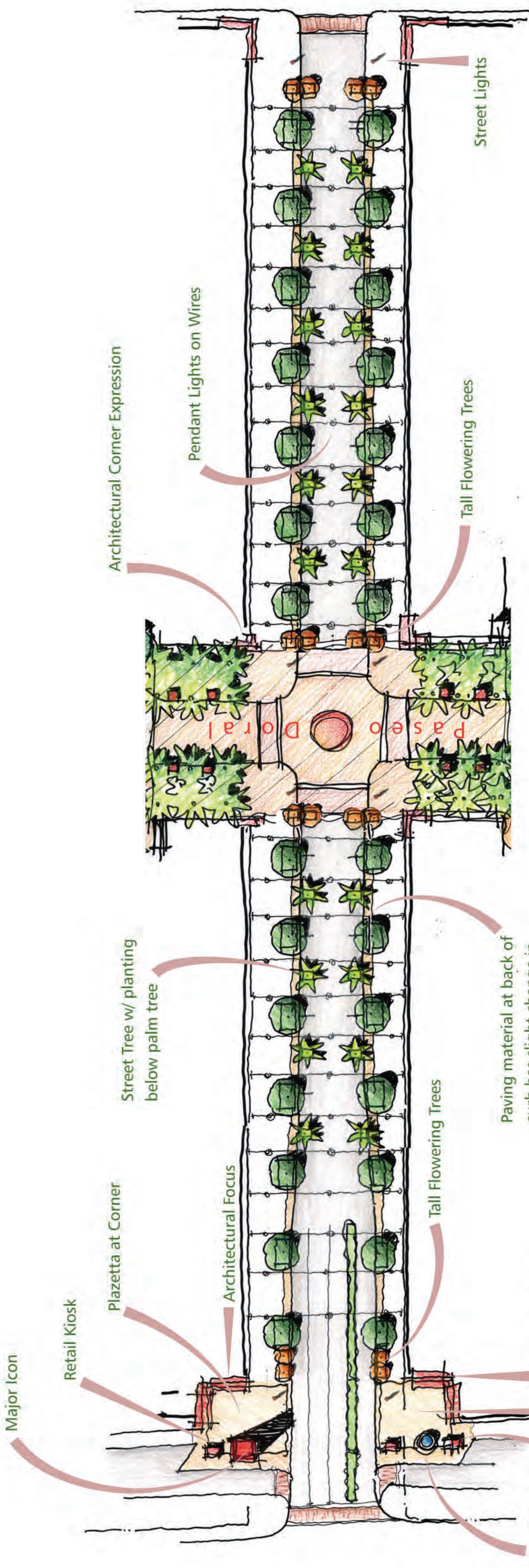
# Paseo Doral-Conceptual Design Streetscape Study

05-15-06



Downtown Doral, Florida





53rd/Main Street  
-Conceptual Design Streetscape Study

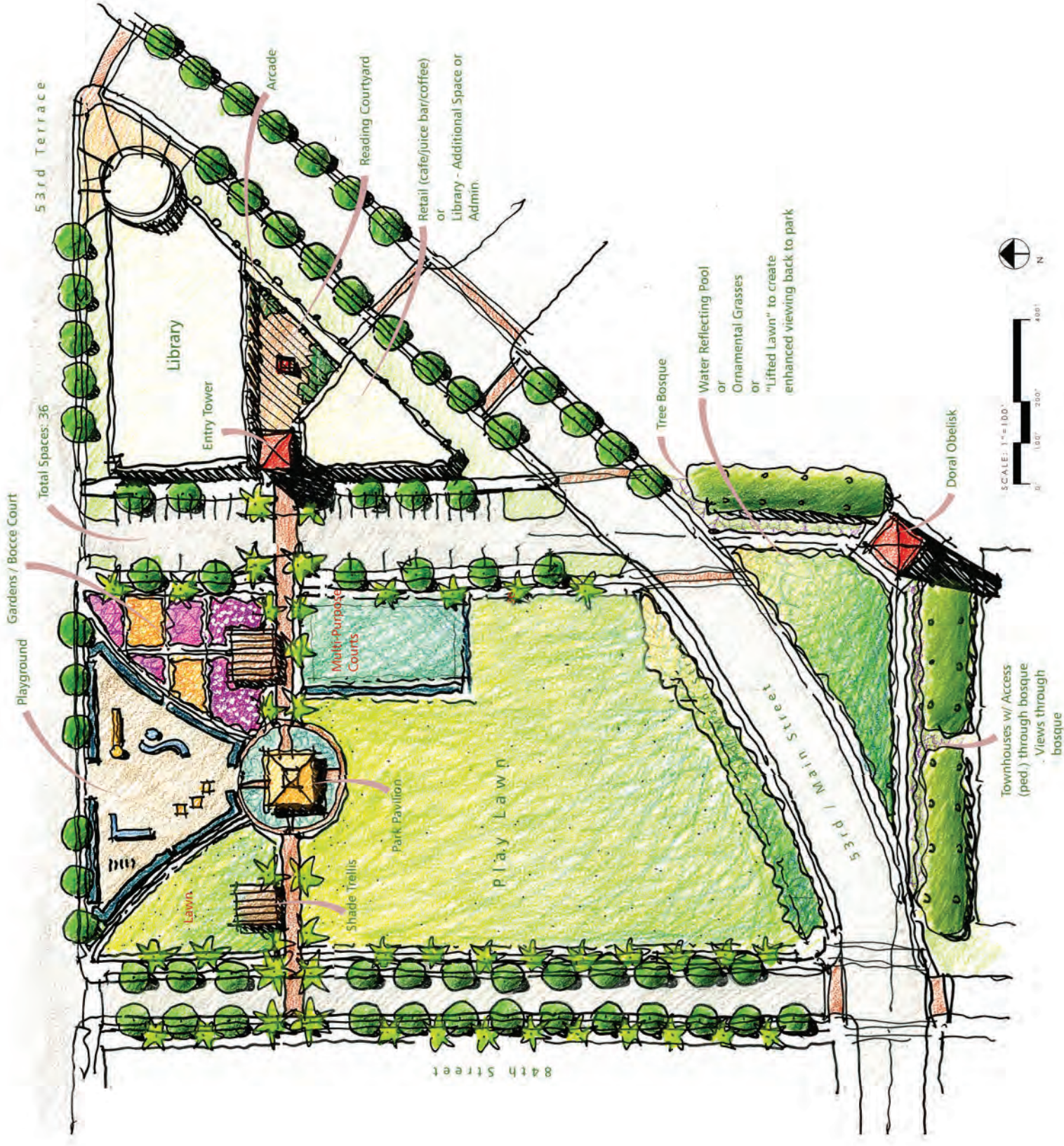
05-15-06







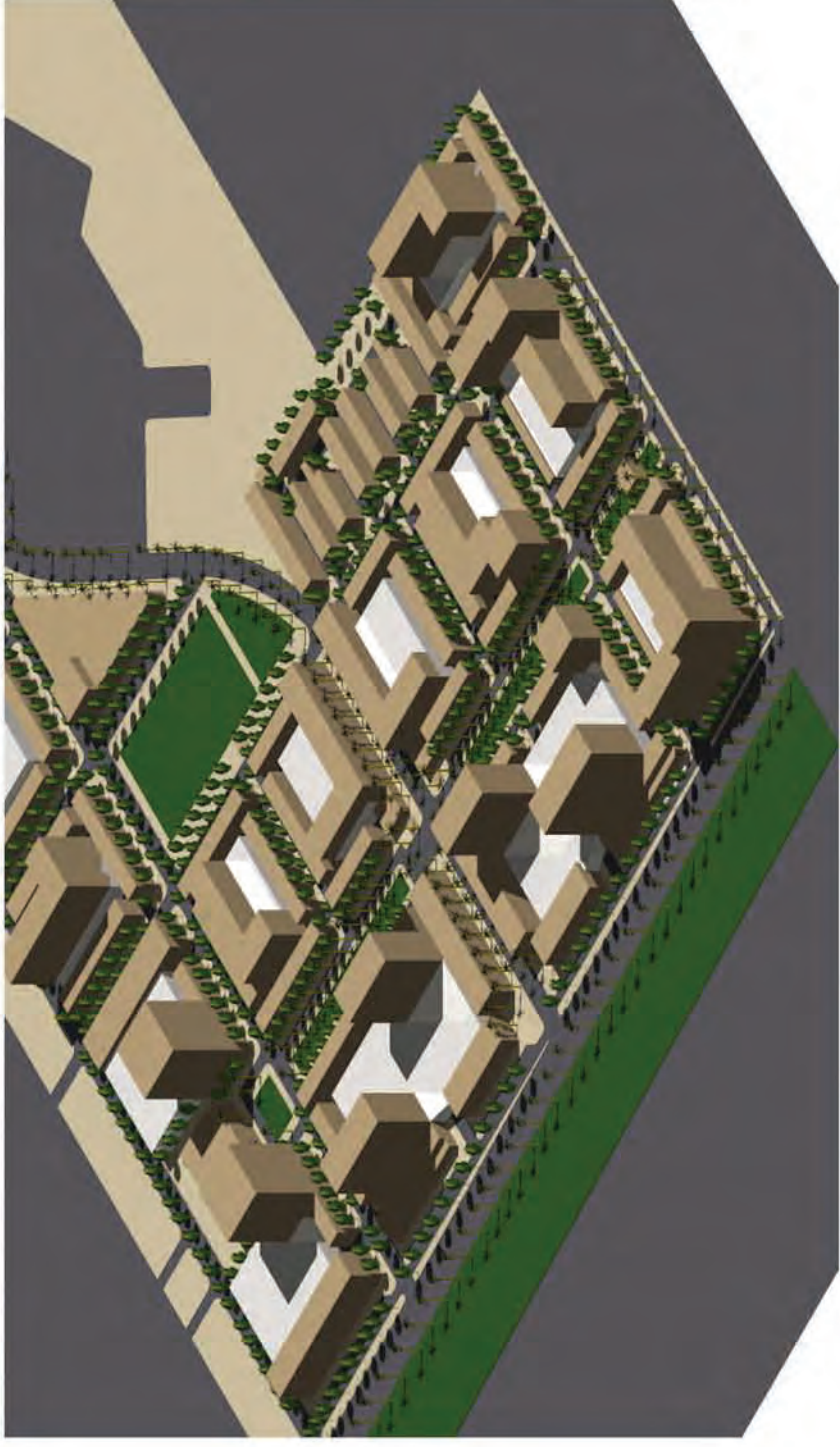








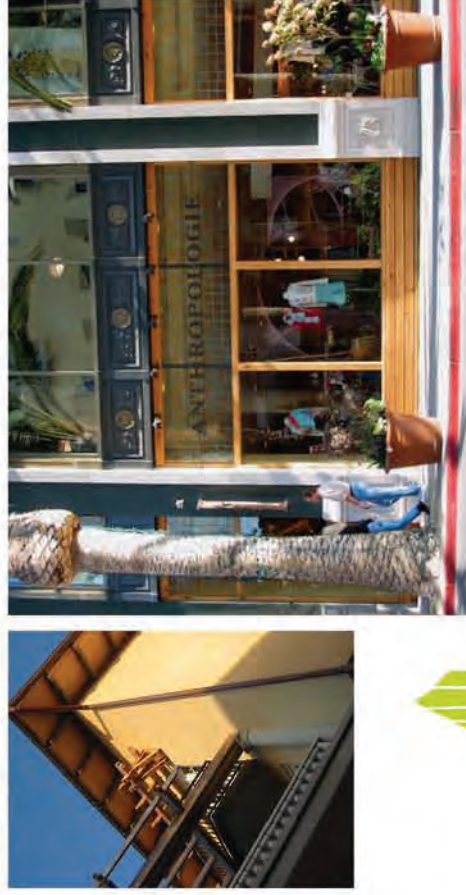




Downtown Doral, Florida-Plans Subject To Change

Massing Studies  
05-15-06

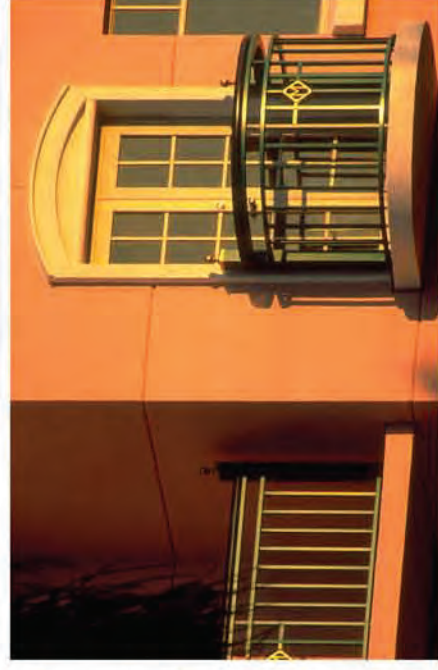




**CODINA**

the center  
at cooper carry

Florida Licence #AA2600496



# Architectural Character

05-15-06

## Downtown Doral, Florida



