

OMNIBUS AGREEMENT REGARDING CORRECTIVE LEGAL DESCRIPTION

THIS OMNIBUS AGREEMENT REGARDING CORRECTIVE LEGAL DESCRIPTION (this "**Agreement**") is made this 20 day of November, 2012, by and between CM DORAL CH DEVELOPMENT LLC, a Delaware limited liability company ("**Seller**"), and CITY OF DORAL, FLORIDA, a municipal corporation existing under the laws of the State of Florida ("**Buyer**").

RECITALS

A. On September 30, 2010, Seller and Buyer entered into that certain Agreement of Purchase and Sale (the "**Purchase Agreement**") with respect to the purchase and sale of the Property (as such term is defined in the Purchase Agreement). Capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Purchase Agreement.

B. In accordance with the terms of the Purchase Agreement, the Closing occurred on June 13, 2012. However, due to a scrivener's error, the Original Deed (as hereinafter defined) and certain other Closing Documents (as hereinafter defined) contained an incorrect legal description (the "**Incorrect Legal Description**") of the Land. As used in this Agreement: (i) the term "**Original Deed**" shall mean that certain Special Warranty Deed recorded in Official Records Book 28154, at Page 3430 of the Public Records of Miami-Dade County, Florida and (ii) the term "**Closing Documents**" shall mean any and all documents delivered by Seller, Buyer or both, as applicable, in connection with the Closing.

C. In order to correct the aforementioned scrivener's error with respect to the Original Deed (i) Seller executed and delivered to Buyer that certain Corrective Special Warranty Deed, dated as of July 26, 2012, and recorded in Official Records Book 28206, at Page 4411, of the Public Records of Miami-Dade County, Florida (the "**Corrective Deed**"), which Corrective Deed contains the correct legal description of the Land (the "**Correct Legal Description**") and (ii) Buyer executed and delivered to Doral A6 Phase LLC that certain Quitclaim Deed recorded in Official Records Book 28206, at Page 4417, of the Public Records of Miami-Dade County (the "**Quitclaim Deed**"), with respect to the land that is described by the Incorrect Legal Description.

D. At the time of Closing, Seller also executed and delivered to Buyer that certain Assignment of Development Rights, dated as of June 13, 2012, which was recorded in Official Records Book 28164, at Page 4037, of the Public Records of Miami-Dade County, Florida (the "**Original Assignment**"), which Original Assignment also contains the Incorrect Legal Description and should have been executed by CM Doral Development Company, LLC ("**Developer**") instead of Seller.

E. The Correct Legal Description is attached hereto as **Exhibit "A"** and made a part hereof.

F. Seller and Buyer now desire to correct any and all Closing Documents which may contain the Incorrect Legal Description.

NOW, THEREFORE, in consideration of the sum of \$10.00 paid simultaneously herewith by Seller to Buyer, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed:

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and incorporated herein by this reference.

2. **Correction of Closing Documents.** Any reference in the Closing Documents to the Incorrect Legal Description is hereby deleted in its entirety and replaced with the Correct Legal Description. Accordingly, the parties are authorized to replace any exhibits to the Closing Documents that contain the Incorrect Legal Description with the Correct Legal Description and, each party agrees to execute a corrective version of any Closing Document that contains the Incorrect Legal Description may be reasonably requested by the other from time to time.

3. **Delivery of Assignment of Development Rights.** Concurrently herewith, Seller and Buyer shall enter into that certain Termination of Assignment of Development Rights, in the form attached hereto as **Exhibit "B"**(the "**Termination of Assignment**"), which Termination of Assignment shall be recorded in the Public Records of Miami-Dade County, Florida and (ii) Buyer and Developer shall enter into that certain Corrective Assignment of Development Rights (the "**Corrective Assignment**"), in the form attached hereto as **Exhibit "C"**, which Corrective Assignment shall be recorded in the Public Records of Miami-Dade County, Florida.

4. **Miscellaneous Provisions.**

a) **Entire Agreement.** This Agreement supersedes any and all oral or written agreements between the parties hereto regarding the subject matter contained in this Agreement. No agreements, representations, or warranties with respect to the subject matter contained in this Agreement shall be binding upon any of the parties unless expressly contained herein. All exhibits and schedules referenced herein and attached hereto are a part of this Agreement.

b) **Singular and Plural Uses; Headings.** Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

c) **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

d) **Construction.** Should any provision of this Agreement require interpretation of any judicial, administrative or other proceeding or circumstance, it is agreed the court, administrative body, or other entity interpreting or construing the same shall not apply a presumption

that the terms hereof shall be more strictly construed against one party by reason of the rule of construction, the document is to be construed more strictly against the party who by itself or through its agents prepared the same, being agreed that the terms of this Agreement are the result of negotiations between the parties and should be interpreted without any such presumption consistent with their plain meaning.

e) Severability. If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respects, such invalidity, illegality or unenforceability shall not affect any other provision hereof or any valid portion or application of any such invalid, illegal or unenforceable provision, this Agreement shall be construed as if such invalid, illegal or unenforceable provision or portion thereof had never been contained herein.

f) Execution in Counterpart. This Agreement may be executed by the parties in multiple counterparts, which together shall have the full force and effect of the fully executed agreement between the parties. Copies of executed agreements and other instruments transmitted by telecopy (facsimile) or PDF (via email) may be relied upon by the parties hereto.

g) Governing Law; Venue. The laws of the State of Florida shall govern the validity, enforcement and interpretation of this Agreement. Except as may otherwise be provided for herein, venue for all actions or proceedings relating to or arising out of this Omnibus Agreement shall lie in the courts in and for Miami-Dade County, Florida.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date appearing by their signatures below.


Signed, sealed and delivered
in the presence of:



(As to Buyer)

BUYER:

CITY OF DORAL, FLORIDA, a Florida
limited liability company

By: 

Name: M. R. Stierheim
Title: City Mgr.




(As to Seller)

SELLER:

CM DORAL CH DEVELOPMENT LLC,
a Delaware limited liability company

By: Codina Doral-DCH, LLC,
a Florida limited liability company,
its managing member

By: 

Name: Ana Codina Barlick
Title: VP

TERMINATION OF
ASSIGNMENT OF DEVELOPMENT RIGHTS

Reference is hereby made to that certain Assignment of Development Rights (the "Assignment"), by and between CM Doral CH Development LLC ("Assignor") and City of Doral, Florida ("Assignee"), dated as of June 13, 2012 and recorded on June 26, 2012 in Official Records Book 28164, Page 4037, of the Public Records of Miami-Dade County, Florida with respect to that certain parcel of land more particularly described in Exhibit A attached hereto.

In consideration of Ten Dollars (\$10.00) and other valuable and good consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree that the Assignment is terminated and of no further force and effect.

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ASSIGNEE

CITY OF DORAL, FLORIDA, a municipal corporation existing under the laws of the State of Florida

By: _____
Yvonne Soler-McKinley, City Manager

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this _____ day of November, 2012, by Yvonne Soler-McKinley, as City Manager of CITY OF DORAL, FLORIDA, a municipal corporation, and on behalf of such corporation. She is personally known to me or produced _____ as identification.

Sworn to before me this
__ day of _____, 20__

NOTARY PUBLIC

This instrument prepared by:
Manuel A. Fernandez, Esq.
Akerman Senterfitt
One Southeast Third Avenue
25th Floor
Miami, Florida 33131

CORRECTIVE ASSIGNMENT OF DEVELOPMENT RIGHTS
(Doral City Hall Facilities)

This **CORRECTIVE ASSIGNMENT OF DEVELOPMENT RIGHTS** (the "Assignment") made and entered into as of this ___ day of November, 2012, by and between **CM DORAL DEVELOPMENT COMPANY LLC**, a Delaware limited liability company, ("Assignor"), having an address c/o J.P. Morgan Investment Management Inc. 270 Park Avenue, 7th Floor, New York, NY 10017 and **CITY OF DORAL, FLORIDA**, a municipal corporation existing under the laws of the State of Florida ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are party to that certain Master Development Agreement dated as of August 22, 2006 and recorded October 3, 2006, in Official Records Book 24968, at Page 2689 of the Public Records of Miami-Dade County, Florida, as amended by that certain First Amendment to Master Development Agreement dated as of March 28, 2012 (the "Master Development Agreement");

WHEREAS, pursuant to that certain Agreement of Purchase of Sale dated as of September 30, 2010 between CM Doral CH Development LLC ("Seller") and Assignee (the "Purchase Agreement"), Assignee purchased from Seller and Seller conveyed to Assignee that certain parcel of land more particularly described on Exhibit A attached hereto and by this reference made a part hereof, together with all improvements located thereon (the "Property"), to be used as a municipal office building, a parking garage containing not less than 251 parking spaces, and ancillary facilities, all constituting part of the civic headquarters for City (the "City Hall Facilities");

WHEREAS, in connection with the closing of the sale of the City Hall Facilities, Seller delivered to Assignee that certain Assignment of Development Rights, dated as of June 13, 2012, which was recorded in Official Records Book 28164, at Page 4037, of the Public Records of Miami-Dade County, Florida (the "Original Assignment");

WHEREAS, Seller and Assignee acknowledge and agree that the Original Assignment contained an incorrect legal description for the Property and further acknowledge and agree that, consistent with the terms and conditions of the Master Development Agreement, Assignor, rather than Seller, should have been the party to assign the Development Rights; and

WHEREAS, Seller, Assignor and Assignee have agreed that Assignor should deliver this Assignment for purposes of correcting the error in the legal description in the Original Assignment and confirming the assignment of the Development Rights by Assignor to Assignee.

NOW, THEREFORE, in consideration of the premises and the conveyance of the Property from Assignor to Assignee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are hereby incorporated by reference.

2. **Assignment of Development Rights.** Assignor hereby assigns and allocates to Assignee the right to develop on the Property up to 63,000 square feet of municipal/civic space for use by the City for purposes of accommodating the City Hall Facilities, as constructed by Seller for Assignee (collectively, the "Development Rights"). Assignor covenants not to assign or allocate to any other party any development rights or interests under the Master Development Agreement that would preclude Assignee from receiving the benefit of the Development Rights.

3. **Agreement to Not Develop.** Assignee hereby (i) acknowledges that, with respect to the Property, it has not received, and is not entitled to, any development rights or interests under the Master Development Agreement other than the Development Rights, and (ii) agrees that for so long as the Master Development Agreement remains in effect, Assignee shall not develop any improvements on the Property except as permitted pursuant to the Development Rights.

4. **Notices.** All notices under this Assignment shall be in writing and shall be effective upon receipt whether delivered by personal delivery or recognized overnight delivery service, telecopy, or sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to the respective parties as follows:

If to Assignor, to:

CM Doral Development Company LLC
c/o J.P. Morgan Investment Management Inc.
270 Park Avenue, 7th Floor
New York, NY 10017
Attn: Joseph B. Dobronyi, Jr.
Fax Number: (212) 648-2265

with a copy to:

J.P. Morgan Investment Management, Inc.
P.O. Box 5005
New York, NY 10163-5005

with a copy to:

Stroock & Stroock & Lavan LLP
200 Southeast Biscayne Blvd.
Suite 3100
Miami, Florida 33131
Attn: Ira Teicher, Esq.
Fax Number: (305) 789-9302

If to City, to:

City of Doral, Florida
Office of City Manager
8300 N.W. 53rd Street
Suite 100
Doral, Florida 33166
Attn: Yvonne Soler-McKinley
Fax Number: (305) 593-6769

with a copy to:

Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, Florida 33130
Attn: Jimmy Morales, Esq.
Fax Number: (305) 789-3395

Either party may notify the other party of its change of address by notifying the other party in writing of the new address. Any such notice or communication shall be deemed to have been delivered either at the time of personal delivery actually received by the addressee or an authorized representative of the addressee at the address provided above whether by certified or registered U.S. mail or any nationally recognized overnight service or if by telecopier, upon electronic confirmation of good receipt by the receiving telecopier.

5. **General Matters.**

- A. This Assignment shall be construed in accordance with the laws of the State of Florida and may not be amended other than by written agreement executed by both parties hereto, their successors or assigns.
- B. The provisions of this Assignment shall constitute restrictive covenants and personal servitudes encumbering the Property and shall run with the title to the Property. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

- C. In any action by one party hereto against the other, the prevailing party in such action shall be awarded, in addition to any other relief, its reasonable costs and expenses, and reasonable attorneys' fees.
- D. Each party shall have all remedies available at law or in equity, including the right of specific performance and/or injunctive relief, to enforce its respective rights under this Assignment.

[Remainder of page left intentionally blank]

[Assignee's Signature to Assignment of Development Rights]

SIGNED AND SEALED IN THE
PRESENCE OF:

ASSIGNEE:

CITY OF DORAL, FLORIDA, a municipal
corporation existing under the laws of the State
of Florida

Print Name: _____

By: _____
Yvonne Soler-McKinley, City Manager

Print Name: _____

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of November, 2012
by Yvonne Soler-McKinley, as City Manager of City of Doral, Florida, a municipal corporation,
on behalf of said municipal corporation. She is personally known to me or produced
_____ as identification.

Print Name: _____
Notary Public, State of Florida
Serial Number (if any): _____

My Commission Expires: _____

[NOTARIAL SEAL]

Exhibit "A"

Legal Description

Lot 4, Block 1, of DOWNTOWN DORAL NORTHWEST, according to the Plat thereof, as recorded in Plat Book 169, at Page 34, of the Public Records of Miami-Dade County, Florida.

This instrument prepared by:
Manuel A. Fernandez, Esq.
Akerman Senterfitt
One Southeast Third Avenue
25th Floor
Miami, Florida 33131

CORRECTIVE ASSIGNMENT OF DEVELOPMENT RIGHTS
(Doral City Hall Facilities)

This **CORRECTIVE ASSIGNMENT OF DEVELOPMENT RIGHTS** (the "Assignment") made and entered into as of this 30 day of November, 2012, by and between **CM DORAL DEVELOPMENT COMPANY LLC**, a Delaware limited liability company, ("Assignor"), having an address c/o J.P. Morgan Investment Management Inc. 270 Park Avenue, 7th Floor, New York, NY 10017 and **CITY OF DORAL, FLORIDA**, a municipal corporation existing under the laws of the State of Florida ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are party to that certain Master Development Agreement dated as of August 22, 2006 and recorded October 3, 2006, in Official Records Book 24968, at Page 2689 of the Public Records of Miami-Dade County, Florida, as amended by that certain First Amendment to Master Development Agreement dated as of March 28, 2012 (the "Master Development Agreement");

WHEREAS, pursuant to that certain Agreement of Purchase of Sale dated as of September 30, 2010 between CM Doral CH Development LLC ("Seller") and Assignee (the "Purchase Agreement"), Assignee purchased from Seller and Seller conveyed to Assignee that certain parcel of land more particularly described on Exhibit A attached hereto and by this reference made a part hereof, together with all improvements located thereon (the "Property"), to be used as a municipal office building, a parking garage containing not less than 251 parking spaces, and ancillary facilities, all constituting part of the civic headquarters for City (the "City Hall Facilities");

WHEREAS, in connection with the closing of the sale of the City Hall Facilities, Seller delivered to Assignee that certain Assignment of Development Rights, dated as of June 13, 2012, which was recorded in Official Records Book 28164, at Page 4037, of the Public Records of Miami-Dade County, Florida (the "Original Assignment");

WHEREAS, Seller and Assignee acknowledge and agree that the Original Assignment contained an incorrect legal description for the Property and further acknowledge and agree that, consistent with the terms and conditions of the Master Development Agreement, Assignor, rather than Seller, should have been the party to assign the Development Rights; and



WHEREAS, Seller, Assignor and Assignee have agreed that Assignor should deliver this Assignment for purposes of correcting the error in the legal description in the Original Assignment and confirming the assignment of the Development Rights by Assignor to Assignee.

NOW, THEREFORE, in consideration of the premises and the conveyance of the Property from Assignor to Assignee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are hereby incorporated by reference.

2. **Assignment of Development Rights.** Assignor hereby assigns and allocates to Assignee the right to develop on the Property up to 63,000 square feet of municipal/civic space for use by the City for purposes of accommodating the City Hall Facilities, as constructed by Seller for Assignee (collectively, the "Development Rights"). Assignor covenants not to assign or allocate to any other party any development rights or interests under the Master Development Agreement that would preclude Assignee from receiving the benefit of the Development Rights.

3. **Agreement to Not Develop.** Assignee hereby (i) acknowledges that, with respect to the Property, it has not received, and is not entitled to, any development rights or interests under the Master Development Agreement other than the Development Rights, and (ii) agrees that for so long as the Master Development Agreement remains in effect, Assignee shall not develop any improvements on the Property except as permitted pursuant to the Development Rights.

4. **Notices.** All notices under this Assignment shall be in writing and shall be effective upon receipt whether delivered by personal delivery or recognized overnight delivery service, telecopy, or sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to the respective parties as follows:

If to Assignor, to:

CM Doral Development Company LLC
c/o J.P. Morgan Investment Management Inc.
270 Park Avenue, 7th Floor
New York, NY 10017
Attn: Joseph B. Dobronyi, Jr.
Fax Number: (212) 648-2265

with a copy to:

J.P. Morgan Investment Management, Inc.
P.O. Box 5005
New York, NY 10163-5005

with a copy to:

Stroock & Stroock & Lavan LLP
200 Southeast Biscayne Blvd.
Suite 3100
Miami, Florida 33131
Attn: Ira Teicher, Esq.
Fax Number: (305) 789-9302

If to City, to:

City of Doral, Florida
Office of City Manager
8300 N.W. 53rd Street
Suite 100
Doral, Florida 33166
Attn: Yvonne Soler-McKinley
Fax Number: (305) 593-6769

with a copy to:

Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, Florida 33130
Attn: Jimmy Morales, Esq.
Fax Number: (305) 789-3395

Either party may notify the other party of its change of address by notifying the other party in writing of the new address. Any such notice or communication shall be deemed to have been delivered either at the time of personal delivery actually received by the addressee or an authorized representative of the addressee at the address provided above whether by certified or registered U.S. mail or any nationally recognized overnight service or if by telecopier, upon electronic confirmation of good receipt by the receiving telecopier.

5. General Matters.

- A. This Assignment shall be construed in accordance with the laws of the State of Florida and may not be amended other than by written agreement executed by both parties hereto, their successors or assigns.
- B. The provisions of this Assignment shall constitute restrictive covenants and personal servitudes encumbering the Property and shall run with the title to the Property. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

- C. In any action by one party hereto against the other, the prevailing party in such action shall be awarded, in addition to any other relief, its reasonable costs and expenses, and reasonable attorneys' fees.
- D. Each party shall have all remedies available at law or in equity, including the right of specific performance and/or injunctive relief, to enforce its respective rights under this Assignment.

[Remainder of page left intentionally blank]



YANILETH PEREIRA
Notary Public - State of Florida
My Comm. Expires Jul 9, 2018
Commission # EE 108088



Exhibit "A"

Legal Description

Lot 4, Block 1, of DOWNTOWN DORAL NORTHWEST, according to the Plat thereof, as recorded in Plat Book 169, at Page 34, of the Public Records of Miami-Dade County, Florida.

TERMINATION OF
ASSIGNMENT OF DEVELOPMENT RIGHTS

Reference is hereby made to that certain Assignment of Development Rights (the "Assignment"), by and between CM Doral CH Development LLC ("Assignor") and City of Doral, Florida ("Assignee"), dated as of June 13, 2012 and recorded on June 26, 2012 in Official Records Book 28164, Page 4037, of the Public Records of Miami-Dade County, Florida with respect to that certain parcel of land more particularly described in Exhibit A attached hereto.

In consideration of Ten Dollars (\$10.00) and other valuable and good consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree that the Assignment is terminated and of no further force and effect.

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SIGNED AND SEALED IN THE
PRESENCE OF:

ASSIGNEE:

CITY OF DORAL, FLORIDA, a municipal
corporation existing under the laws of the State
of Florida

Elizabeth Alvarez
Print Name: Elizabeth Alvarez

By *Merrett R. Stierheim*
Merrett R. Stierheim, City Manager

[Signature]
Print Name: _____

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 21 day of December, 2012 by Merrett R. Stierheim, as City Manager of City of Doral, Florida, a municipal corporation, on behalf of said municipal corporation. He is personally known to me or produced personally known as identification.

[Signature]
Print Name: Yamileth Pereyra
Notary Public, State of Florida
Serial Number (if any): EE106033

My Commission Expires: 7/9/15

[NOTARIAL SEAL]

