

RESOLUTION No. 16-46

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE AMENDED AND RESTATED DOWNTOWN DORAL ROADWAY IMPROVEMENT AND PUBLIC PARK AREA IMPROVEMENT AND MAINTENANCE AGREEMENT BY AND BETWEEN CM DORAL DEVELOPMENT COMPANY AND THE CITY OF DORAL; AUTHORIZING THE CITY MANAGER TO EXECUTE THE SUBJECT AGREEMENT AND TO FORMALIZE ACCEPTANCE OF THE CONVEYANCE OF PARK LAND IN DOWNTOWN DORAL; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, CM Doral Development Company (“CMDDC”) is the developer of property located within the City of Doral (the “City”), commonly known as “Downtown Doral,” a pedestrian friendly, mixed-use urban center (the “Project”); and

WHEREAS, in order to have the requisite authority to develop the Project, CMDDC submitted an application for a rezoning of the property, along with a development pattern book and master development agreement (the “Development Agreement”), which was approved by City Ordinance 2012-08, establishing a planned unit development known as Downtown Doral; and

WHEREAS, the Development Agreement established certain terms and conditions relating to the development of the Project, including, but not limited to, roadway and public park improvements, modifications and/or dedications; and

WHEREAS, Paragraph 12(b) of the Development Agreement contemplates the public park improvements and dedications to the City, subject to certain specifications; and

WHEREAS, Exhibit “G” of the Development Agreement provides that proposed roadway improvements, modifications and/or dedications will be addressed in phases, at the time of platting; and

WHEREAS, in order to establish a schedule of, and assign responsibilities for, the improvements and modifications and/or dedications of roadways and public park space within Downtown Doral as contemplated by the Development Agreement, CMDDC and the City entered into the Downtown Doral Roadway Improvement and Public Park Area Improvement and Maintenance Agreement on June 7, 2012 (the “Original Agreement”); and

WHEREAS, CMDDC and the City desire to amend and restate the Original Agreement as set forth herein in order to reflect the occurrence of certain events and/or modifying agreements between the CMDDC and City, which have occurred since the date of the Original Agreement; and

WHEREAS, Section 10 of the Original Agreement provides that the Original Agreement may be amended by an instrument in writing by each Party; and

WHEREAS, CMDDC and the City have amicably negotiated revisions to the mutual obligations of the Original Agreement with regard to the construction of N.W. 54th Street and the conveyance of park land within Downtown Doral, which CMDDC and the City have memorialized in the “Amended and Restated Downtown Doral Roadway Improvement and Public Park Area Improvement and Maintenance Agreement,” in substantially the form attached hereto as Exhibit “A”, which is incorporated herein and made a part hereof by this reference (the “Amended Agreement”).

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

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. The Amended Agreement, in substantially the form provided in Exhibit “A”, is hereby approved.

Section 3. Authorization. The City Manager is authorized to enter into the Amended Agreement, subject to approval by the City Attorney, as to form and legal sufficiency, together with such nonmaterial revisions determined to be in the best interest of the City. The City Manager is further authorized to fulfill the City’s obligations pursuant to the Amended Agreement, to accept conveyance of the park land contemplated in the Amended Agreement, and to execute such documents as may be necessary to consummate the land transaction.

Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

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

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

Mayor Luigi Boria	Yes
Vice Mayor Christi Fraga	Yes
Councilman Pete Cabrera	Yes
Councilwoman Ana Maria Rodriguez	Absent/Excused
Councilwoman Sandra Ruiz	Yes

PASSED AND ADOPTED this 24 day of February, 2016.



LUIGI BORIA, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE SOLE USE
OF THE CITY OF DORAL



WEISS, SEROTA, HELEMAN, COLE, & BIERMAN, PL
CITY ATTORNEY

**Downtown Doral Roadway Improvement
and
Public Park Area Improvement and Maintenance Agreement**

This Agreement (the "Agreement") is made and entered into this 7 day of June, 2012, (the "Effective Date") by and between CM Doral Development Company LLC (hereinafter, along with its successors and/or assigns, referred to as the "Developer") and the City of Doral, Florida, a Florida municipal corporation (the "City").

WITNESSETH:

WHEREAS, Developer is the developer of the real property located within the boundaries of the City, the legal description of which is attached hereto as Exhibit "A-1" and made a part hereof (the "Property"); and

WHEREAS, the City has adopted City of Doral Ordinance No. 2006-05 (the "PUD Regulations"), known as the "City of Doral PUD Planned Unit Development District" Regulations, which are 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, pursuant to the PUD Regulations, the Developer filed an application to rezone the subject property to PUD and provided a developmental Pattern Book (the "Pattern Book"), which were accepted, approved and adopted by the City on August 23, 2006 pursuant to City of Doral Ordinance Number 2006-018 which was, in part, amended by City Ordinance 2012-08 (the "Development Order"), establishing a planned unit development known as Downtown Doral, a pedestrian friendly, mixed-use urban center; and

WHEREAS, the Downtown Doral project (the "Project") currently contemplates the development of 213,895 sf of retail/commercial (including office) use; 1,509,901 sf of office use; 2,840 residential dwelling units; 100,000 sf of municipal use (a portion of which may be office); and a school with up to 800 student stations; and

WHEREAS, the traffic analysis for the Project has determined that the Project will generate a total of 2,917 net external pm peak hour project trips; and

WHEREAS, a portion of the Project, which will generate approximately 111 net external pm peak hour project trips, is not contiguous to the Project; and

WHEREAS, the development of the contiguous portion of the Project (the "Contiguous Project"; Exhibit "A-2") will generate 2806 net external pm peak hour project trips; and

WHEREAS, the Property is the subject of a certain Development Agreement running with the land between the Developer/developer of the Property and the City which agreement is recorded at Official Records Book 26047 at Page 2423, which was amended by the First

Amendment to Master Development Agreement recorded in OR Book ____ at Page ____ (the "Development Agreement"), which Development Agreement establishes certain terms and conditions relating to the development of the Property, including, *inter alia*, roadway and public park improvements, modifications and/or dedications; and

WHEREAS, Exhibit G of the Development Agreement provides that proposed roadway improvements, modifications and/or dedications will be addressed in phases, at the time of platting; and

WHEREAS, Paragraph 12(b) of the Development Agreement contemplates the public park improvements and dedications to the City, subject to certain specifications; and

WHEREAS, the City approved Resolution Number Z 07-20 creating the Downtown Doral Community Development District (the "CDD"); and

WHEREAS, the Developer and the City wish to establish the schedule of and assign responsibilities for the improvements and modifications and/or dedications of roadways and public park space within Downtown Doral as contemplated by the Development Agreement; and

WHEREAS, to the extent that the Developer is obligated, responsible or otherwise required to perform any work or convey any land pursuant to this Agreement, it is understood and agreed by the City that, notwithstanding anything in this Agreement to the contrary, such work may be performed by, and/or such conveyance may be made by, the owner of fee title to the applicable portion of the Property or by the Downtown Doral Community Development District ("CDD") (whether following a conveyance by the owner of fee title to the applicable portion of the Property to the CDD or otherwise), provided however, any conveyance of any portion of the Property made to the City in accordance with the terms of this Agreement shall be permitted only in the event that, at the time of such conveyance, either (i) the Property that is the subject of such conveyance is not included within the CDD, or (ii) is not otherwise subject to any assessments or other payments due to the CDD.

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. **On-Site Roadway Construction, Expansion, Improvement, and Dedication.** The Developer shall complete the improvements and construction of on-site roadways described herein in accordance with this Agreement, as provided on Exhibits B-1 through B-9 (along with the associated Key Map, hereinafter referred to as Composite Exhibit "B") which the Developer may modify from time to time, based on market conditions and other factors. On-site roadways as contemplated by this Agreement include those roadways within the Contiguous Project that are shown within Composite Exhibit "B" (the "On-Site Roadways"). It is expressly understood by the parties that the dedication/conveyance of all public roadways to the City may be either conveyed by the then owner(s) of the portion(s) of said roadways (a) directly to the City by right-of-way deed or (b) conveyed to the CDD and then conveyed by the CDD to the City by right-of-way deed.

The timing of the completion of the On-Site Roadway improvements shall be in accordance with the provisions of this Agreement. Unless otherwise provided below, the conveyance of the completed On-Site Roadway improvements to the City shall occur either (a) within one hundred twenty (120) days after the permit(s) for said roadway improvements are deemed final by the City or applicable agency with jurisdiction, or (b) if said permit(s) are not deemed final, but the roadway improvement is substantially complete and open to traffic, within one hundred and twenty days after the City provides a written request which seeks the early conveyance or dedication of the On-Site Roadway improvement and concludes that said improvement is substantially complete and open to traffic. Such written request by the City shall not be provided until the improvement is substantially complete and open to traffic.

All roadway construction and improvements shall conform to the Downtown Doral Thoroughfare Standards described in Exhibit "C". All on-site roadway improvements to be constructed or caused to be constructed will be reviewed and approved by the City and other applicable agencies, with review and comment by the staff of those agencies with jurisdiction over said roadways. Construction, expansion, improvement and dedications are contemplated on the On-Site Roadways as follows:

A. **Phase 1A.** - Prior to the issuance of the temporary certificate of occupancy for any portion of the City Hall building proposed for the portion of the Property described in Exhibit "D" (the "City Hall Site"), the Developer shall construct or cause to be constructed those portions of N.W. 53rd Terrace and N.W. 84th Avenue referenced on Exhibit "B-1." The improvement of N.W. 84th Avenue shown on Exhibit B-1 is referred to as the "84th Avenue North Improvement".

Provided, however, that the physical connection of the 84th Avenue North Improvement to N.W. 54th Street need not be completed until after such time as the i) final certificates of occupancy are issued for the development within the Contiguous Project that would result in 1964 net external pm peak hour project trips for the Contiguous Project, based on the methodology provided in Exhibit "E;" or (ii) within fifteen years after the effective date of this Agreement, whichever comes first. Such physical connection shall also be subject to and contingent upon the installation of "No Truck Traffic" signage along both sides of N.W. 84th Avenue from N.W. 53rd Terrace to N.W. 54th Street. The City agrees to actively enforce the "No Truck Traffic" limitation through its police powers, including the imposition of fines. Until the physical connection is made, the portion of N.W. 84th Avenue shall be constructed and maintained in conformity with the drawing attached as Exhibit "F".

B. **Phase 1B.** On or before June 30, 2014, the Developer shall improve those portions of N.W. 84th Avenue, N.W. 53rd Terrace, and N.W. 53rd Street (Exhibit "B-2") by installing or causing to be installed (where applicable) new pavement, drainage, striping, signage, traffic signal modifications, sidewalks, lighting and landscaping on the identified roadway segments, including terminal intersections.

C. **Future Phases.**

(1) **Paseo Doral.** The Paseo Doral shall be constructed in three independent sub-phases. These sub-phases shall constitute those blocks between (a) N.W. 53 Terrace and N.W. 53rd Street ("Sub-Phase A"); (b) N.W. 53rd Street and N.W. 52nd Street ("Sub-Phase

B"); and (c) N.W. 52nd Street and White Course Drive ("Sub-Phase C"), as shown on Exhibit "B-3" (collectively the "Sub-Phase(s)").

Simultaneously with the adjacent property owners for each designated Sub-Phase A and Sub-Phase B obtaining permits from the City for the development of the adjacent properties comprising sixty percent (60%) or more of the linear frontage along each of these Sub-Phases, the Developer shall commence the construction, construct or cause to be constructed and then dedicate the Paseo Doral for Sub-Phase A and Sub-Phase B in conformity with the sketch provided as Exhibit "G".

Simultaneously with the adjacent property owners obtaining permits from the City for the development of the adjacent properties comprising fifty percent (50%) or more of the linear frontage along Sub-Phase C, the Developer shall commence the construction, construct or cause to be constructed and then dedicate the Paseo Doral for Sub-Phase C in conformity with the sketch provided as Exhibit "G".

The roadway construction for each Sub-Phase shall be substantially completed and open to traffic no later than the issuance of the final certificate of occupancy for the vertical construction within that portion of the Sub-Phase that required the construction of that portion of Paseo Doral, to wit: (i) the final certificate of occupancy for the building resulting in the development of sixty percent (60%) or more of the linear frontage within Sub-Phase A and Sub-Phase B, respectively; and (ii) the final certificate of occupancy for the building resulting in the development of fifty percent (50%) or more of the linear frontage within Sub-Phase C .

(2) **N.W. 82nd Avenue Connector.** The Developer shall construct or cause to be constructed and thereafter dedicate that portion of N.W. 82nd Avenue between N.W. 53rd Street and N.W. 54th Street (Exhibit "B-4") at such time as the i) certificates of occupancy are issued for the development within the Contiguous Project which will result in 1964 net external pm peak hour project trips for the Contiguous Project, based on the methodology provided in Exhibit "E"; or (ii) within fifteen years after the effective date of this Agreement, whichever comes first. The completion of the construction and physical connection shall also be subject to and contingent upon the installation of "No Truck Traffic" signage along both sides of N.W. 82nd Avenue from N.W. 53rd Street to N.W. 54th Street. The City agrees to actively enforce the "No Truck Traffic" limitation through its police powers, including the imposition of fines.

(3) **Improvement of South Segments of N.W. 84th Avenue.**

(a) The owners of the land immediately adjacent to the portion of N.W. 84th Avenue located between N.W. 52nd Street and N.W. 53rd Street (the "Adjacent Exhibit B-5 Land"), such portion of N.W. 84th Avenue being more particularly described on Exhibit "B-5" (the "Exhibit B-5 Land"), shall commence construction of, construct and/or cause to be constructed a roadway upon the Exhibit B-5 Land simultaneously with the issuance of building permits from the City sufficient to allow the owners of the Adjacent Exhibit B-5 Land to construct improvements upon fifty percent (50%) or more of the linear frontage of the Adjacent Exhibit B-5 Land. Said segment of N.W. 84th Avenue shall be completed and open to traffic no later than the issuance of the final certificate of occupancy for the building which results in the development of fifty percent (50%) or

more of the linear frontage of that segment of N.W. 84th Avenue referenced in Exhibit B-5 or, if a school is developed on a parcel abutting this segment, no later than the issuance of the final certificate of occupancy for said school. In any event, the improvement of this roadway segment of N.W. 84th Avenue shall be substantially improved and open to traffic within fifteen years after the effective date of this Agreement.

(b) The owners of the land immediately adjacent to the portion of N.W. 84th Avenue located between White Course Drive and N.W. 52nd Street (the "Adjacent Exhibit B-6 Land"), such portion of N.W. 84th Avenue being more particularly described on Exhibit "B-6" (the "Exhibit B-6 Land"), shall commence construction of, construct and/or cause to be constructed a roadway upon the Exhibit B-6 Land simultaneously with the issuance of building permits from the City sufficient to allow the owners of the Adjacent Exhibit B-6 Land to construct improvements upon fifty percent (50%) or more of the linear frontage of the Adjacent Exhibit B-6 Land. Said segment of N.W. 84th Avenue shall be completed and open to traffic no later than the issuance of the final certificate of occupancy for the building which results in the development of fifty percent (50%) or more of the linear frontage of that segment of N.W. 84th Avenue referenced in Exhibit B-6. In any event, said segment of N.W. 84th Avenue shall be substantially improved and open to traffic within fifteen years after the effective date of this Agreement.

(4) N.W. 52nd Street.

(a) The owners of the land immediately adjacent to the portion of N.W. 52nd Street between N.W. 87th Avenue and N.W. 84th Avenue (the "Adjacent Exhibit B-7 Land"), such portion of N.W. 52nd Street being more particularly described on Exhibit "B-7" (the "Exhibit B-7 Land"), shall commence construction of, construct and/or cause to be constructed a roadway upon the Exhibit B-7 Land simultaneously with the issuance of building permits from the City sufficient to allow the owners of the Adjacent Exhibit B-7 Land to construct improvements upon fifty percent (50%) or more of the linear frontage of the Adjacent Exhibit B-7 Land. Said segment of N.W. 52nd Street shall be completed and open to traffic no later than the issuance of the final certificate of occupancy for the building which results in the development of fifty percent (50%) or more of the linear frontage of that segment of N.W. 52nd Street referenced in Exhibit B-7. In any event, said roadway segment shall be substantially improved and open to traffic within fifteen years after the effective date of this Agreement.

(5) White Course Drive.

(a) The owners of the land immediately adjacent to the portion of White Course Drive between N.W. 87th Avenue and the Paseo Doral (the "Adjacent Exhibit B-8 Land"), such portion of N.W. 52nd Street being more particularly described on Exhibit "B-8" (the "Exhibit B-8 Land"), shall commence construction of, construct and/or cause to be constructed a roadway upon the Exhibit B-8 Land simultaneously with the issuance of building permits from the City sufficient to allow the owners of the Adjacent Exhibit B-8 Land to construct improvements upon fifty percent (50%) or more of the linear frontage of the Adjacent Exhibit B-8 Land. Said segment of White Course Drive shall be completed and open to traffic no later than the issuance of the final certificate of occupancy for the building which results in the development of fifty percent (50%) or

more of the linear frontage of that segment of White Course Drive referenced in Exhibit B-8.

(b) The owners of the land immediately adjacent to the portion of White Course Drive between the Paseo Doral and N.W. 84th Avenue (the "Adjacent Exhibit B-9 Land"), such portion of N.W. 52nd Street being more particularly described on Exhibit "B-9" (the "Exhibit B-9 Land"), shall commence construction of, construct and/or cause to be constructed a roadway upon the Exhibit B-9 Land simultaneously with the issuance of building permits from the City sufficient to allow the owners of the Adjacent Exhibit B-9 Land to construct improvements upon fifty percent (50%) or more of the linear frontage of the Adjacent Exhibit B-9 Land. Said segment of White Course Drive shall be completed and open to traffic no later than the issuance of the final certificate of occupancy for the building which results in the development of fifty percent (50%) or more of the linear frontage of that segment of White Course Drive referenced in Exhibit B-9.

D. Street Lighting Special Taxing District.

The Developer is in the process of establishing a Miami-Dade County special taxing district for street lighting within the Project, which it will utilize to fund costs associated with certain energy obligations and the maintenance of underground infrastructure requirements related to street lights within Downtown Doral. It is the understanding of the parties that the Developer will install the street lighting consistent with the phasing of the roadway improvements contemplated herein and, upon installation of the street lighting, that the City will assume responsibility for maintenance and operation of the street lighting. The Developer will fund the portion of the cost of street lighting that is attributable to the upgrades in the lighting component of the Special Taxing District.

3. Improvement of N.W. 54th Street.

N.W. 54th Street currently exists as a two-lane undivided roadway. The improvement of the segment of N.W. 54th Street between N.W. 87th Avenue and N.W. 79th Avenue is a priority for the City. The parties agree that this segment of N.W. 54th Street shall be improved as a three lane roadway section as more specifically shown on Exhibit "H" (the "54th Street Improvements"). The 54th Street Improvements shall include the installation of new pavement, landscaping, necessary curb, gutter, street lighting and drainage. In order to ensure that the 54th Street Improvements are completed in a timely and efficient manner, the Developer agrees to prepare plans, obtain permits and construct or cause the construction of these improvements, provided, however, that the Developer shall be compensated/reimbursed by the City for fifty percent (50%) of the actual costs associated with the planning, permitting and construction of those improvements, which is the portion of the costs that would otherwise be the responsibility of the City (those improvements north of the centerline of N.W. 54th Street) as designated on Exhibit "H". The construction of the 54th Street Improvements outlined in this paragraph shall be completed and open to the public upon the issuance of i) final certificates of occupancy for the development within the Contiguous Project that would result in 1964 net external pm peak hour project trips for the Contiguous Project based on the methodology provided in Exhibit "E"; or (ii) within fifteen years after the effective date of this Agreement, whichever comes first.

4. **Off-site Roadway Improvements.** The following roadway improvements are deemed to be off-site improvements that are not required for the development of Downtown Doral to proceed (each such improvement is deemed an "Off-Site Improvement"). The parties agree that, to the extent that Downtown Doral will be required to pay transportation impact fees to Miami-Dade County, it would be in the best interest of the parties to work together to advocate for the expenditure of such fees on the following Off-Site Improvements. However, it is expressly understood that the Developer is not obligated to construct any of these Off-Site Improvements and may, instead, pay its impact fees. The Developer's performance of any of these Off-Site Improvements is expressly subject to the following conditions:

- A. The Developer receiving roadway impact fee credits or contribution in lieu of roadway impact fees for the cost of each such Off-Site Improvement; or
- B. The City or County funding the cost of each such Off-Site Improvement; or
- C. The Developer receiving roadway impact fee credits or contribution in lieu of roadway impact fees for a portion of the cost of each such Off-Site Improvement with the City funding the balance of each such cost.

In the event that the Developer does not receive roadway impact fee credits, contribution in lieu of roadway impact fees or City or County funding for the cost of each such Off-Site Improvement, the Developer is relieved of any and all obligations to undertake such Off-Site Improvement. All Off-Site Improvements to be constructed or caused to be constructed will be reviewed and approved by the City and other appropriate agencies, with review and comment by the staff of those agencies with jurisdiction over said roadways. The following are the Off-Site Improvements contemplated by the parties:

- A. **New Roadway Construction of Portion of N.W. 97th Avenue.** The Developer may acquire (to the extent that right of way is otherwise unavailable), construct or cause to be constructed and then dedicate (if applicable) to the City the northerly extension of N.W. 97th Avenue from N.W. 70th Street to N.W. 74th Street.
- B. **Existing Roadway Paving and Drainage Improvements.** Construct or cause the construction of the following existing roadways by installing or causing to be installed, among other things, new pavement and drainage, sidewalk, curb and gutter, pavement marking and signing, signalization, lighting and landscaping on the following roadway segments:
 - (1) The westbound lane on the north side of N.W. 54 Street between N.W. 87th Avenue and N.W. 79th Avenue; and
 - (2) Northwest 84th Avenue between N.W. 54th Street and N.W. 58th Street; and
 - (3) N.W. 33rd Street between N.W. 82nd Avenue and N.W. 79th Avenue.
- C. **Road Widening Improvements.** Acquire the necessary right of way and thereafter construct or cause to be constructed and dedicate two additional lanes on N.W. 97th Avenue between N.W. 52nd Street and N.W. 58th Street, thereby widening the existing roadways from two (2) lanes to four (lanes).

D. Intersection Improvements. Construct or cause to be constructed certain intersection improvements as may be warranted, as follows:

- (1) N.W. 84 Avenue at N.W. 58th Street; and
- (2) N.W. 107th Avenue and 58th Street; and
- (3) N.W. 107th Avenue at N.W. 41st Street.

5. Park Conveyance, Improvement and Maintenance.

In accordance with paragraph 12(b)(iii) of the Master Development Agreement for Downtown Doral, the Developer and City have selected a site for a public park and recreational purposes (the "Downtown Doral Park"; legally described in Exhibit "I"), which the Developer will improve and convey to the City, subject to the following:

A. Investment-backed Expectations. "Downtown Doral" is the name used by the Developer to identify a master planned mixed-use community. The City acknowledges that Grantor has made and will continue to make a considerable investment of money and effort in the creation and development of Downtown Doral and that the Developer has a continuing financial and reputational interest in the quality of Downtown Doral. The purpose and intent of these conditions is, therefore, to assure that the development of the Downtown Doral Park is in harmony with, is a complementary part of, and observes standards commensurate with the planning, design, general architectural scheme, layout, operation, and aesthetics of Downtown Doral.

B. Permitted Use. The downtown Doral park shall be named "Downtown Doral Park" and may be used only for public, generally passive, park purposes. In no event shall the City allow the Downtown Doral Park to be used as anything other than a public and generally passive park and the Park shall not be operated in a manner which (i) is disruptive to the peace and quiet of the residents of Downtown Doral; or (ii) unreasonably interferes with their enjoyment of the Downtown Doral Park. Notwithstanding the foregoing, nothing herein shall prohibit City-sponsored or authorized events from being held in Downtown Doral Park, subject to the following restrictions:

(1) The City shall not authorize any activities in the Downtown Doral Park after 9:30 pm or before 7:00 am.

(2) The parties expressly recognize that the Downtown Doral Park will be used from approximately Thanksgiving through New Years Eve of any given year, for the installation and operation of the City's holiday season display, including the conduct and hosting of a "lighting" ceremony.

(3) Notice of any major events (those events that could expect over 300 participants during any given day) must be provided to the Downtown Doral Community Association Board of Directors (the "Association") or its successor at least five (5) business days prior to the major event. Such notice shall provide the Association with a

description of the event, the number of attendees expected in total and during its peak period, the City's security and public safety plans and a parking and pedestrian management plan for the event.

(4) In no event shall the Downtown Doral Park hold any event that exceeds the capacity of same in accordance with any and all applicable Fire and Police Department and public safety requirements.

(5) Commercial activities within the Downtown Doral Park are prohibited without prior approval of the Association, in its sole discretion, provided that temporary food vending carts at City-sponsored events and a monthly farmers market are expressly permitted.

(6) No other development rights or entitlements, which may otherwise benefit or affect the Downtown Doral Park, pursuant to the Project Approvals for Downtown Doral, shall be assigned to the Park.

C. **Conveyance.** The Developer shall convey the Park to the City either directly or by conveying it to the CDD and then to the City. Such conveyance shall be via Special Warranty Deed substantially in the form attached as Exhibit "J" and subject to the restrictions provided therein, simultaneously with the delivery of the City Hall building and property to the City. However, it is understood and agreed that such conveyance shall occur prior to the installation of the Artwork, Furniture and Utilities/Lighting, Landscaping and Signage within the Park (the "Park Improvements," as more particularly described and defined in paragraph 5D(1) - (4), below), which shall be delivered and installed by the Developer, as appropriate, no later than one year following the date that the Park is conveyed to the City. Following such conveyance, the City agrees to provide the Developer with reasonable access to the Park in order to accomplish the installation of the Park Improvements in accordance with the terms of this Agreement.

D. **Improvements to Park.** The City acknowledges that the Developer intends to make a significant investment in the improvement of the Park by the time of the delivery of the Park to the City, including:

(1) **Public Art.** The Developer has and will expend considerable time and money in commissioning a renowned artist, Michele Oka Doner (the "Artist"), to design and install certain works of art to be placed within the Downtown Doral Park, notably a pavilion (the "Pavilion"), certain hardscape ("Hardscape") and benches/furniture (the "Furniture"). The Pavilion, Hardscape, and Furniture are collectively referred to as the "Artwork". At all times following its installation by the Developer, the City shall use reasonable effort to maintain the Artwork, in accordance with the commercial standards provided by the Artist, in the exact condition that existed at the time of its installation, ordinary wear and tear excepted, and shall not change colors, orientation, dimensions or other characteristics related to the Artwork.

The Developer reserves the right, at its sole discretion, to design and install a more traditional pavilion, hardscape and benches/furniture, designed by a qualified and

licensed landscape architect and which would not qualify as Artwork ("Alternative Park Facilities").

Upon completion of the installation of the Artwork or the Alternative Park Facilities, the Developer, its assigns, itself or through the CDD shall convey/dedicate its title and interests in said facilities and fixtures to the City.

(2) Furniture and Utilities/Lighting. The Developer shall install the Furniture and utilities/lighting (the "Utilities/Lighting") in the Downtown Doral Park in accordance with the Furniture and Utilities/Lighting plan attached as Exhibit "K". At the time of and as part of the Developer's conveyance of the Downtown Doral Park to the City, the Developer shall provide the City with a detailed inventory, including the cost per item, of the Furniture and Utilities/Lighting. At all times following its installation by the Developer, the City shall use reasonable efforts to maintain the Furniture and Utilities/Lighting in a good condition, in accordance with manufacturer's commercial standards, similar to that which existed at the time of its installation and shall not change colors, orientation, dimensions or other characteristics as existed at that time without notifying the Association. In no event, however, shall the City be obligated to replace any item of Furniture or Utilities/Lighting with an item of similar cost if such item is damaged or destroyed through no fault of the City or its employees or agents.

(3) Landscaping. The Developer has or shall install certain landscaping, including an irrigation system, in the Downtown Doral Park (the "Landscaping") in accordance with the Downtown Doral Park Landscape Plan attached as Exhibit "L". The City shall maintain the Landscaping similar to that which existed at the time of its installation for a period of fifteen (15) years from the date that the Park is conveyed to the City (the "Replacement Period"). Any changes to the Landscaping within the Park during the Replacement Period shall be subject to approval by the Association, which approval shall not be unreasonably withheld. Following the Replacement Period, the City shall still be obligated to maintain the Park's Landscaping in good condition, but shall have full discretion as to design, landscape architecture and species selection.

(4) Signage. The Developer shall install a sign ("Signage") at the entrance of the Park which designates the Park as Downtown Doral Park and is designed in a manner that is compatible with the Artwork or, should the Alternative Park Facilities be installed, said Alternative Park Facilities.

E. Care and Condition of Land.

(1) Maintenance. The City shall maintain the Park, including the Artwork, Furniture and Utilities/Lighting and Landscaping, in a good condition as provided above, comparable to the condition that existed as of the date and time of conveyance, assuming normal wear and tear, but with the express understanding that any replacement or repair shall be consistent with same. The City shall use such reasonable care as is necessary to maintain such a condition.

In the event that the Developer does not install such Artwork as contemplated in this , but rather, installs more traditional facilities, the City shall maintain such the Park and

Alternative Park Facilities in a manner that is consistent with the City's standards for all its other parks within Doral.

(2) **Insurance.** In order to ensure that the Park, Artwork, Furniture and Utilities/Lighting and Landscaping are maintained as provided herein, the City shall maintain property damage insurance for a term of twenty (20) years from the date that the Park is conveyed to the City, in the amount of at least one million dollars (\$1,000,000) plus the value of the Public Art as established at the time of installation, with a deductible not to exceed three hundred thousand dollars (\$300,000), and contractual liability insurance with respect to the City's obligations hereunder in accordance with Florida law, all covering the obligations of the City hereunder, which insurance shall name the Developer and Association as additional insureds thereunder in the event that the City fails to maintain same.

Said insurance shall be written by a reputable insurance company having a rating of at least "A+:VII" by Best's Rating Guide (or a comparable rating by a successor rating service) require thirty (30) days' advance written notice to the Developer and Association of any cancellation or modification of said policies. Upon request from the Developer or the Association, the City will, in a reasonably prompt manner, deliver to Grantor a certificate or duplicate policy(ies) showing such policy(ies) in force, as well as updated or renewed certificates or policies.

The City's obligation to maintain the Park, Artwork, Furniture and Utilities/Lighting and Landscaping shall not exceed the extent of the insurance proceeds described herein.

F. **Safety and Security.** The City shall make reasonable efforts, within the scope of its police power, to ensure that the Downtown Doral Park remains safe and secure for the residents of the City and Downtown Doral.

G. **Limitation on Use.** It is expressly provided that the Park shall be used solely as a public park and for no other use, municipal or otherwise. The Developer, its successors and/or assigns, the Association and its members (including landowners) and the CDD shall have the right to enforce this provision pursuant to any action at law or in equity, including Injunction or Writ of Mandamus.

H. **Impact Fees.** The improvement and dedication of the final Downtown Doral Park is eligible and creditable against the Downtown Doral Project's City Park Impact Fee obligation (\$1,500 per dwelling unit; hereinafter the "Park Impact Fee"). The City hereby acknowledges that the appraised value of the Park and its associated improvements (\$9,178,000.00) exceeds the maximum Park Impact Fee which can be assessed for the development of Downtown Doral's currently-approved 2,840 residential dwelling units (\$4,260,000.00). Therefore, the dedication of the Park and improvements thereto are in full satisfaction of the Park Impact Fees that would be due for the development of Downtown Doral and shall be credited against the Park Impact Fee payments that may be due at the time of issuance of any building permits within the Property.

6. **Binding Effect.** The rights and obligations set forth in this Agreement shall bind the City and Developer, and this Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees and assigns.

7. **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.

8. **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 relative to the subject matter contained herein. 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 Developers' association with appropriate authority over the Property).

9. **Term.** The term of this Agreement shall run coterminous with and shall expire simultaneously with the term of the Development Agreement as it may be amended from time to time.

10. **Modification, Amendment, Release.** This Agreement contemplates the completion of construction of certain infrastructure improvements within specified time-frames. It is expressly agreed and understood by the parties that these time-frames may be extended by up to two years upon approval of the Developer and City Manager, or her/his successor, without the need to otherwise formally amend this Agreement pursuant to this section. Such approval shall not be unreasonably withheld.

This Agreement may otherwise be modified, amended or released in whole or in part by a written instrument executed by the, then, Developer(s) of such portion(s) of the Property that is covered under such modification, amendment or release, provided that the same is also approved by the City Council, or pursuant to other procedures permitted under the City of Doral Code and applicable State law, whichever by law has jurisdiction over such matters.

Should this Agreement be so modified, amended or released, the City Manager, or the successor executive officer of the City of Doral, or in the absence of such executive officer by her/his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuation and acknowledging such modification, amendment or release.

11. **Recording.** This Agreement shall not be filed of record in the Public Records of Miami-Dade County, Florida, but shall be maintained in the City's files as a public record.

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

14. **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 Agreement.

15. **Counterparts.** This Agreement may be executed in any number of counterparts, and each such counterpart will for all purposes be deemed an original, and all such counterparts shall constitute one and the same instrument.

[Signature Page Follows]

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

CITY:

CITY OF DORAL, FLORIDA

ATTEST:

Barbara Heuer
City Clerk
7 day of JUNE, 2012

By: Yvonne McKealy
City Manager

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

[Signature]
City Attorney

DEVELOPER:

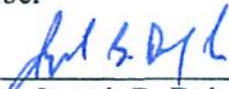
WITNESSES:

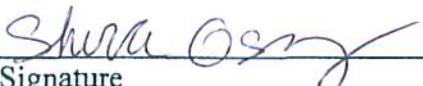
CM DORAL DEVELOPMENT COMPANY,
LLC, a Delaware limited liability company

By: Doral JV Acquisition Company LLC, a
Delaware limited liability company, its sole
member



Signature
Cheryl Drum
Print Name

By: Miscellaneous Income Corp., a
Delaware corporation, its sole
member

By: 
Name: Joseph B. Dobronyi, Jr.
Title: Vice President


Signature
Shira Oszman
Print Name

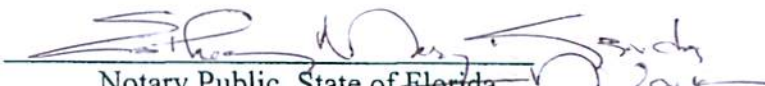
STATE OF FLORIDA


SS.

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 1 day of June, 2012, by Joseph Dobronyi, as Vice President of Miscellaneous Income Corp., a Delaware corporation, the sole member of Doral JV Acquisition Company, LLC, a Delaware limited partnership, the sole member of CM Doral Development Company, LLC, a Delaware limited liability company, on behalf of the company. She 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:


Notary Public, State of Florida

Print Name

ESTHER MARY KRIVDA
Notary Public, State of New York
Qualified in Bronx County
Reg. No. 01KR6051251
My Commission Expires Nov. 20, 2014

**Downtown Doral Roadway Improvement
and
Public Park Area Improvement and Maintenance Agreement
Exhibit List**

Exhibit A	Legal Description of Property (A-1 through A-2)
Exhibit B	On-Site Roadway to be Improved (Key Map, B-1 through B-9)
Exhibit C	Downtown Doral Thoroughfare Standards
Exhibit D	City Hall Site (Legal)
Exhibit E	Net External PM Peak Hour Trip Methodology
Exhibit F	NW 84 Avenue Extension Sketch
Exhibit G	Paseo Sketch
Exhibit H	54th Street Improvements
Exhibit I	Legal Description Sketch of Downtown Doral Park Property
Exhibit J	Park Site Special Warranty Deed Form
Exhibit K	Park Furniture and Utilities/Lighting Plan
Exhibit L	Park Landscape Plan

EXHIBIT A-1

LEGAL DESCRIPTION OF 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 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 106 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°4'32" 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 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.

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 942.50 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.

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:

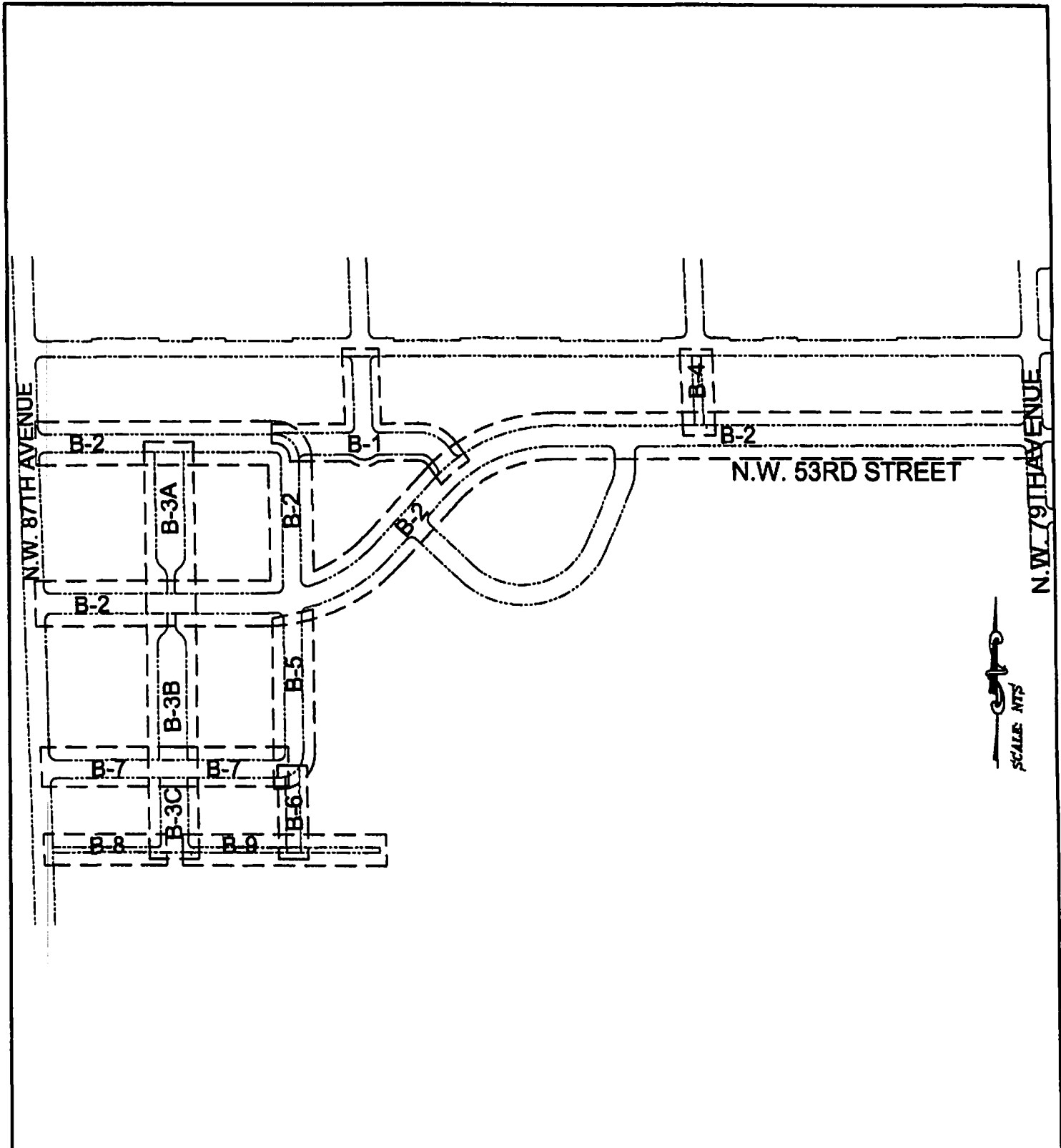
FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22 SAID POINT LYING AT THE INTERSECTION OF THE CENTERLINE OF N.W. 79TH AVENUE AND THE EASTERLY PROLONGATION OF SAID TRACT E, THENCE NORTH 88°39'27" WEST ALONG THE SAID 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-2

SKETCH OF CONTIGUOUS PROPERTY

EXHIBIT B

On-Site Roadway to be
Improved
(Key Map, B-1 through B-9)



Date: 05/08/2012



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CONSULTING ENGINEERS INC.
 329 PALERMO AVENUE, CORAL GABLES
 FLORIDA 33134
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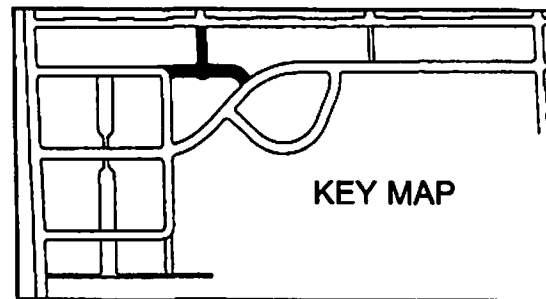
KEY MAP DOWNTOWN DORAL

N.W. 54TH STREET

N.W. 84TH AVENUE

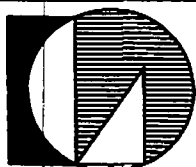


N.W. 53RD TERRACE



KEY MAP

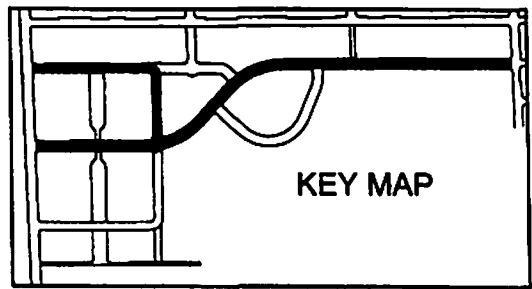
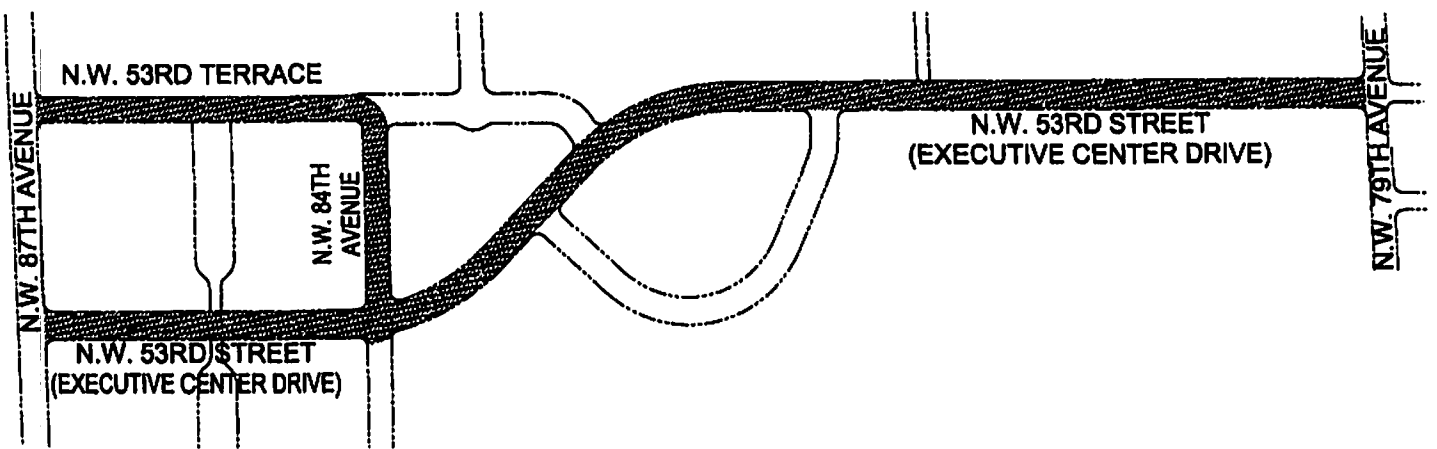
Date: 05/08/2012



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EXHIBIT 'B-1'
DOWNTOWN DORAL

SCALE: NTS



Date: 05/08/2012



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EXHIBIT 'B-2'

DOWNTOWN DORAL

N.W. 53RD TERRACE



N.W. 87TH AVENUE

N.W. 53RD STREET
(EXECUTIVE CENTER DRIVE)

N.W. 84TH AVENUE

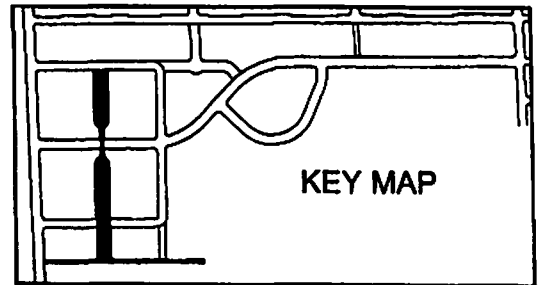
SUB-PHASE 'A'

SUB-PHASE 'B'

N.W. 52ND STREET

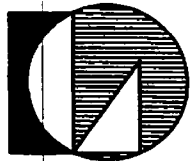
SUB-PHASE 'C'

WHITECOURSE DRIVE



KEY MAP

Date: 05/08/2012



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EXHIBIT 'B-3'

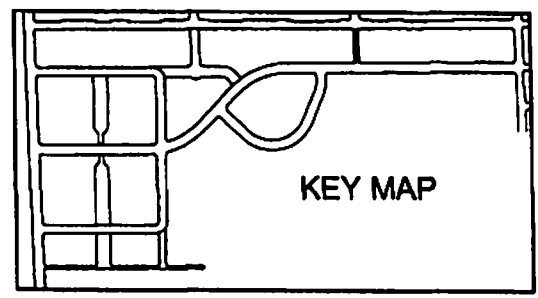
DOWNTOWN DORAL

SCALE: NTS

N.W. 54TH STREET

N.W. 82ND AVENUE

N.W. 53RD STREET
(EXECUTIVE CENTER DRIVE)



Date: 05/08/2012



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EXHIBIT 'B-4'

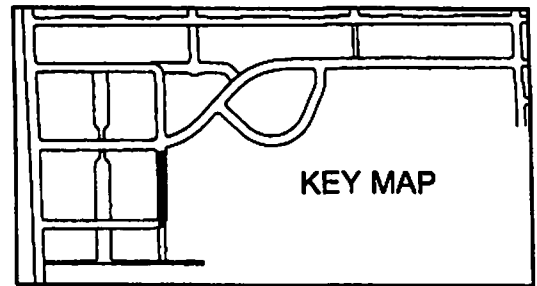
DOWNTOWN DORAL

N.W. 53RD STREET
(EXECUTIVE CENTER DRIVE)



N.W. 84TH AVENUE

N.W. 52ND STREET



KEY MAP

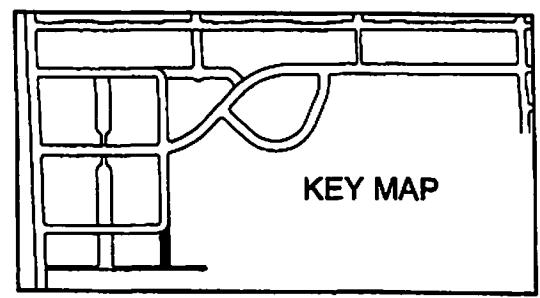
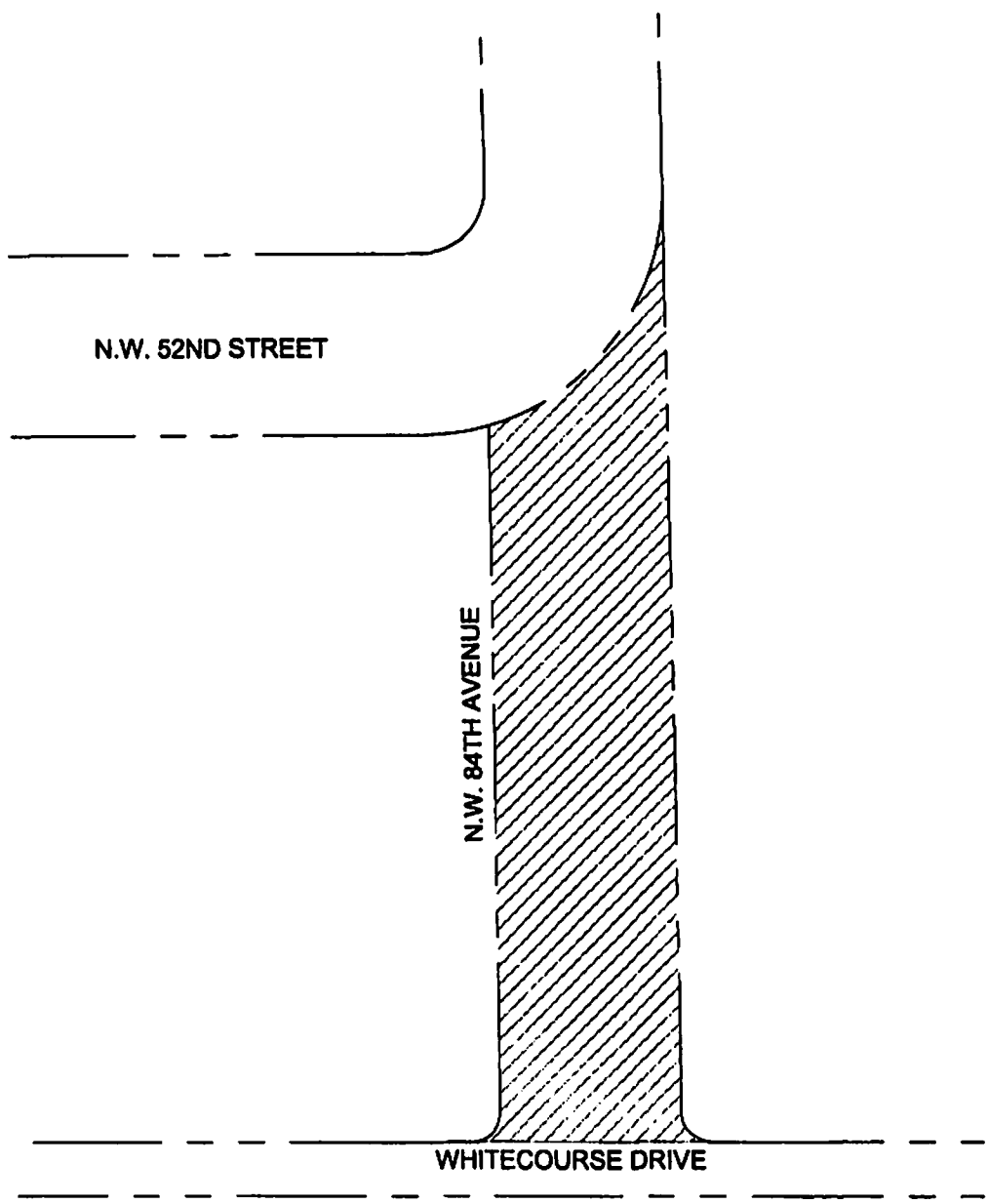
Date: 05/08/2012



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EXHIBIT 'B-5'
DOWNTOWN DORAL

SCALE: NTS



Date: 05/08/2012



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EXHIBIT 'B-6'
DOWNTOWN DORAL

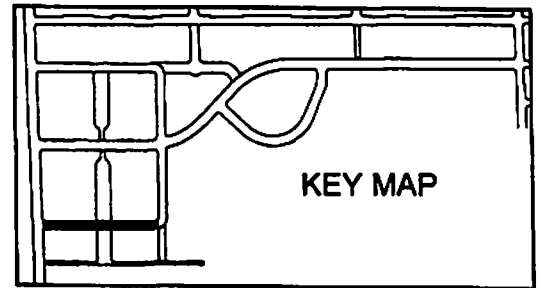
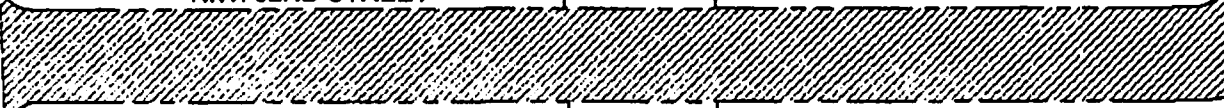


N.W. 87TH AVENUE

N.W. 52ND STREET

N.W. 52ND STREET

N.W. 84TH AVENUE



KEY MAP

Date: 05/08/2012



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FLORIDA 33134
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EXHIBIT 'B-7'

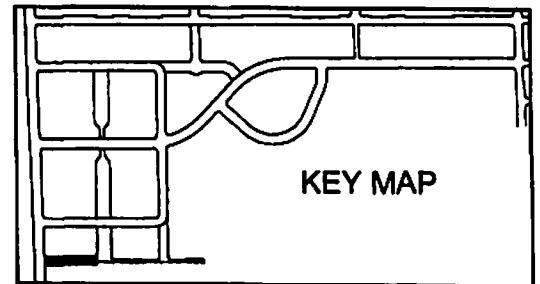
DOWNTOWN DORAL

N.W. 52ND STREET

N.W. 87TH AVENUE



WHITECOURSE DRIVE



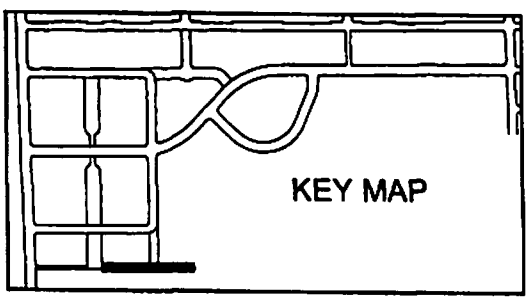
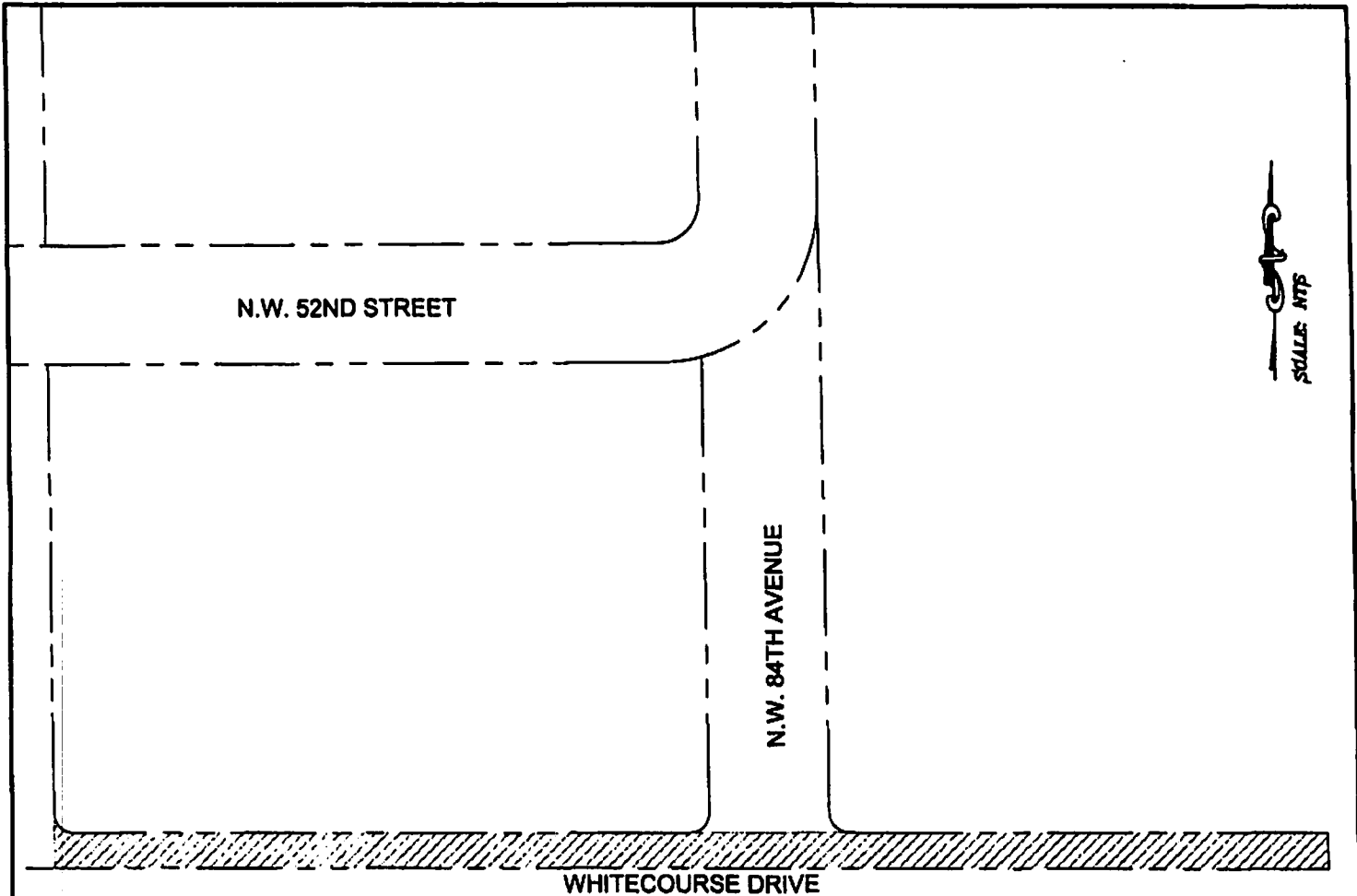
Date: 05/08/2012



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CONSULTING ENGINEERS INC.
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EXHIBIT 'B-8'

DOWNTOWN DORAL



Date: 05/08/2012



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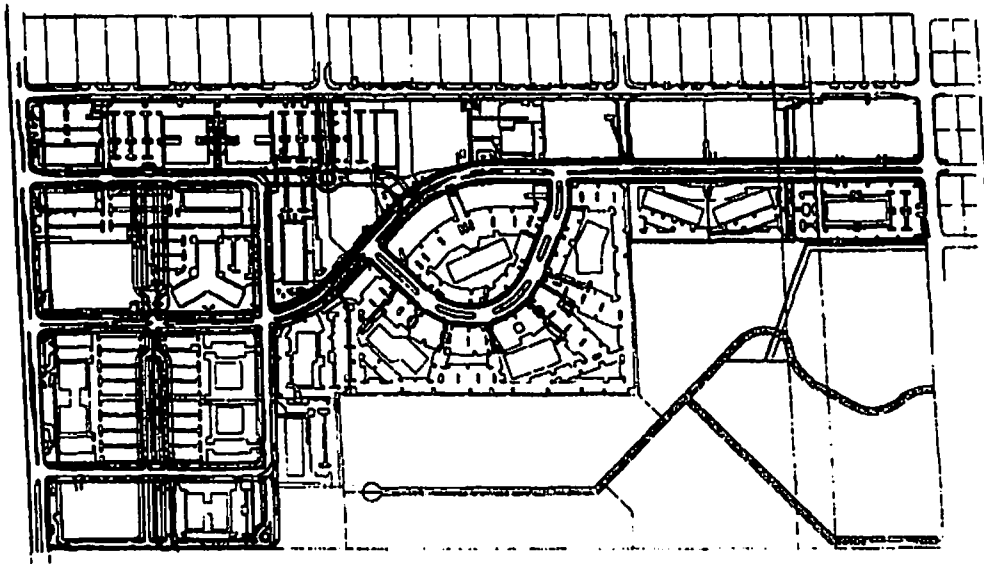
EXHIBIT 'B-9'
DOWNTOWN DORAL

EXHIBIT C

DOWNTOWN DORAL THOROUGHFARE STANDARDS

DOWNTOWN DORAL THOROUGHFARE STANDARDS

DORAL, FLORIDA



Prepared for:

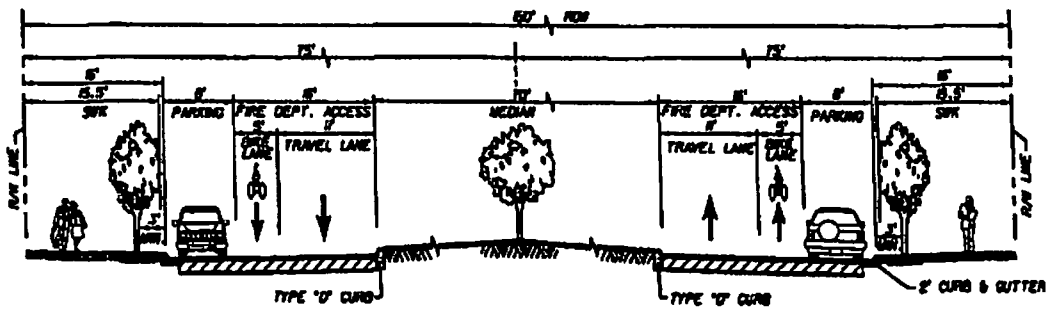
CM Doral Development Company, LLC

Prepared by:



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

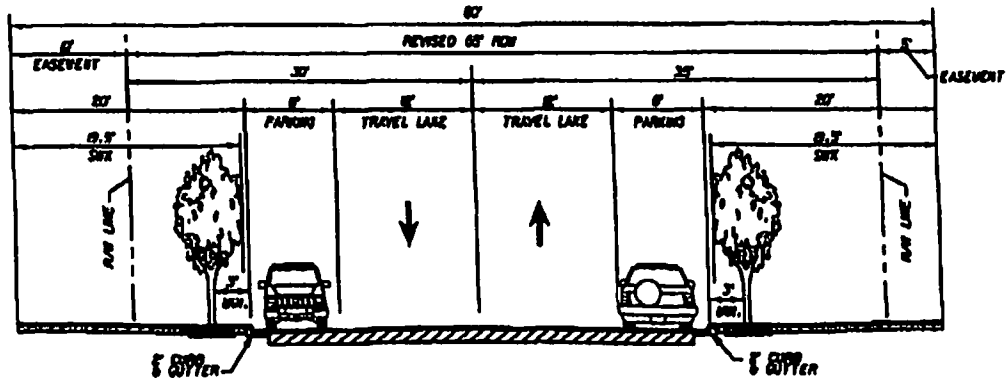
November 2010



PASEO DORAL

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)

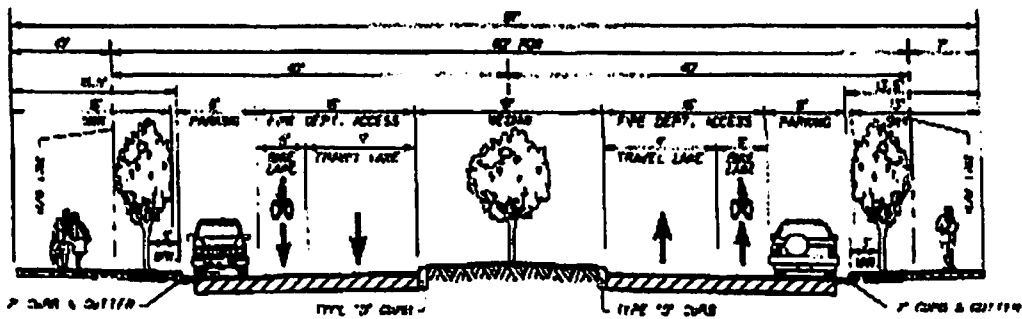
Amended 11/01/10



NW 63 STREET (WEST OF NW 63 TERRACE)
 (B.T.S.)

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)

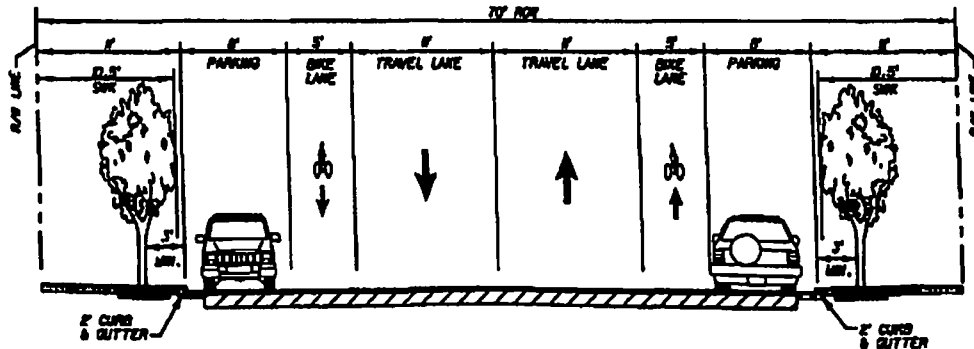
Amended 03/16/11



NW 63 STREET (EAST OF NW 63 TERRACE)
 FLOORING EAST (M.T.S.)

TYPE	BOULEVARD
DESIGN SPEED	10 MPH
CURB TYPE	RAISED
PLANTER WELLS	4'x4' (BOTH SIDES)
PLANTER SPACING	25' O.C.
STREET LIGHTS	75' SPACING (BOTH SIDES)
EASING NOTES	4/22/11 IS INFRASTRUCTURE AGREEMENT

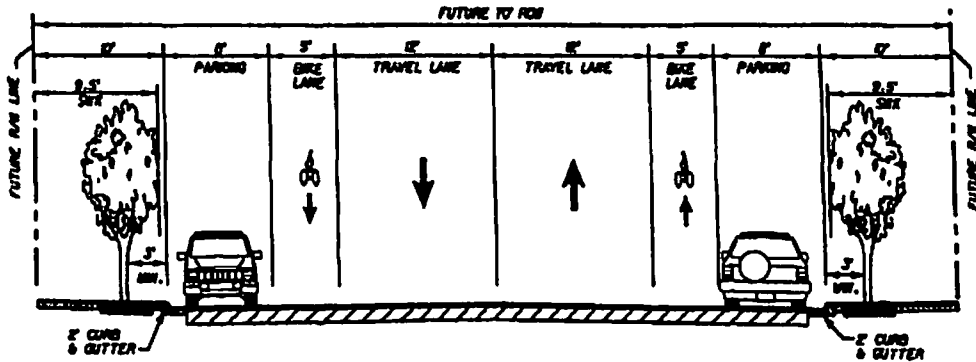
Amended: 03/08/11



NW 63 TERRACE
 (FROM NW 64 AVENUE
 TO ROUNDABOUT AT NW 64 AVENUE)
 M.T.S.J

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)

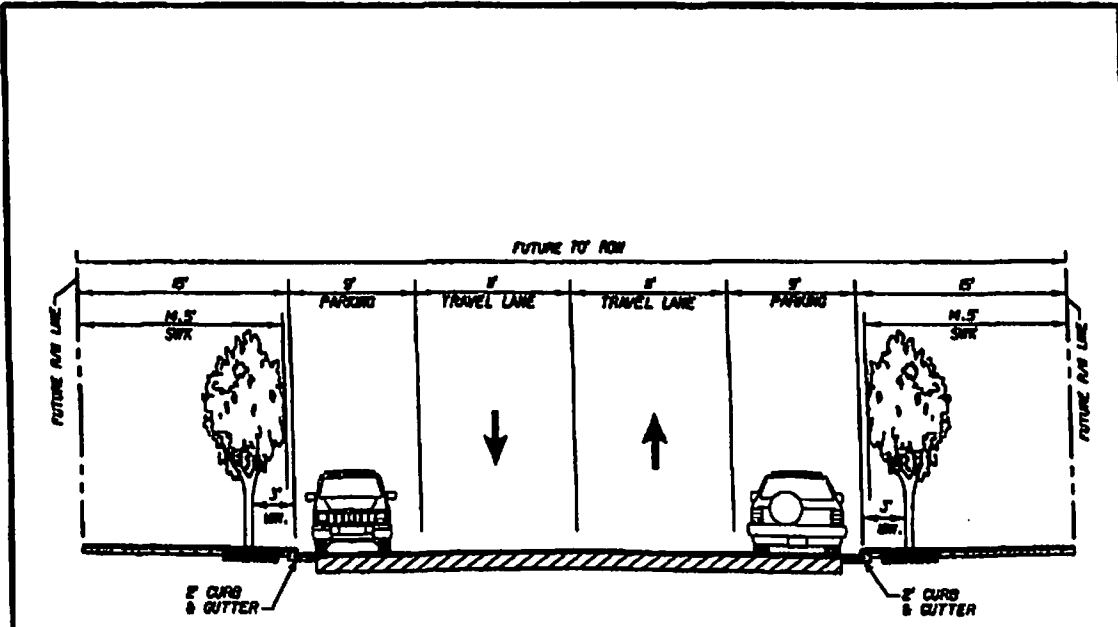
Amended 11/01/10



NW 53 TERRACE
 (FROM ROUNDABOUT AT NW 54 AVENUE
 TO NW 53 STREET)
 (M.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)

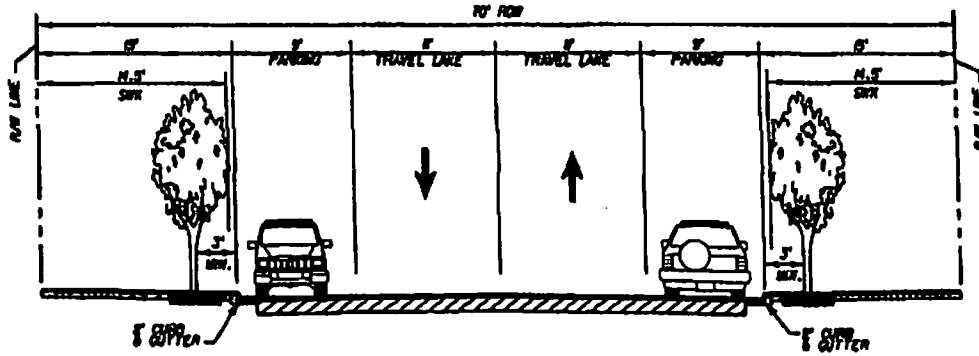
Amended 11/01/10



NW 84 AVENUE
 (LOOKING NORTH (N.T.S.)
 (NORTH OF NW 53 TERRACE)
 (ADJACENT TO CITY HALL)

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)

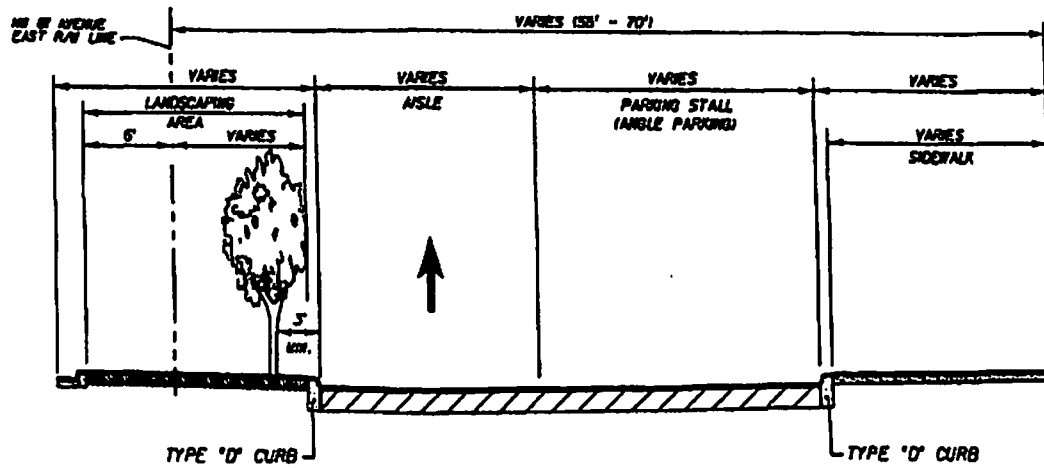
Amended 11/01/10



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)

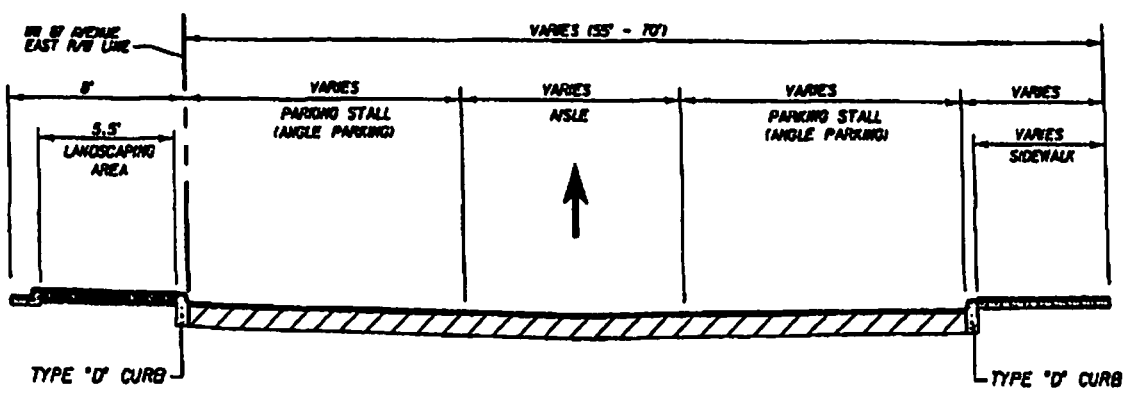
Amended 11/01/10



NW 87 AVENUE FRONTAGE
 (FROM WHITE COURSE DRIVE TO NW 52 STREET)
 (B.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)

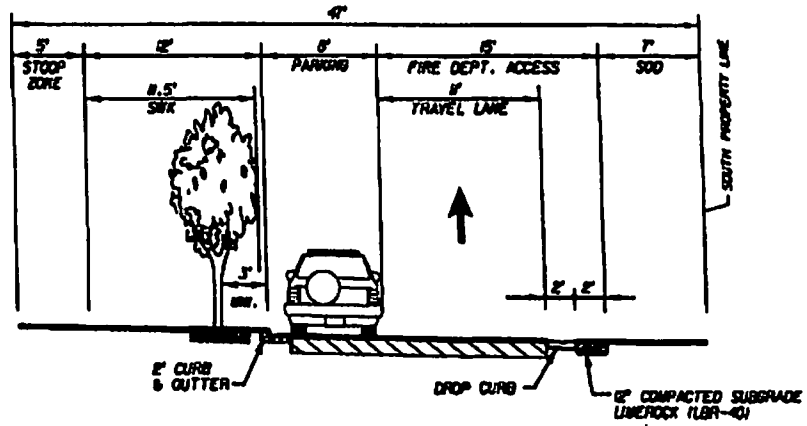
Amended 11/01/10



NW 87 AVENUE FRONTAGE
 (FROM NW 52 STREET TO NW 54 STREET)
 (M.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) (S.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

EXHIBIT D

CITY HALL SITE (LEGAL)

LEGAL AND SKETCH

SURVEYOR'S NOTES:

1. Bearings are based on an assumed value of $S00^{\circ}23'19''E$ along the East line of Tract 33 of KOGER EXECUTIVE CENTER according to the Plat thereof, as recorded in Plat Book 91 at Page 38 of the Public Records of Miami-Dade County, Florida.
2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. This sketch does not represent a land survey.

LEGEND:

POC	Point of Commencement	R	Radius
POB	Point of Beginning	Δ	Central Angle Of Curve
POT	Point of Termination	L	Length
P.B.	Plat Book	SF	Square Feet
PG.	Page	RW	Right of Way

LEGAL DESCRIPTION:

A portion of Tract 20 of "KOGER EXECUTIVE CENTER", according to a Plat thereof as recorded in Plat Book 91 at page 38 of the Public Records of Dade County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of said Tract 20; thence North $89^{\circ}37'21''$ East along the South line of said Tract 20 for 148.77 feet; thence North $00^{\circ}22'39''$ West for 5.00 feet to the Point of Beginning; thence continue North $00^{\circ}22'39''$ West for 301.01 feet to a point on the South right-of-way of N.W. 54th Street; thence North $89^{\circ}39'22''$ East along said South right-of-way of N.W. 54th Street for 262.55 feet to a point of curvature thence 38.71 feet along the arc of the curve to the right having a radius of 25.00 feet a central angle of $88^{\circ}42'21''$ to a point of tangency; thence South $01^{\circ}38'17''$ East for 250.92 feet to a point of curvature; thence 39.82 feet along the arc of the curve to the right having a radius of 25.00 feet a central angle of $91^{\circ}15'38''$ to a point of tangency; thence South $89^{\circ}37'21''$ West for 268.05 feet to the Point of Beginning.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 5J-17.051, Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey.
Ludovici and Orange Consulting Engineers Inc. L.B. #1012

By: _____

Arturo A. Sosa
Surveyor and Mapper 2629
State of Florida

PROJ. NO: 2004 38 | DATE: 06-15-10 | DRAWN: SS | CHECKED: | SCALE: AS NOTED

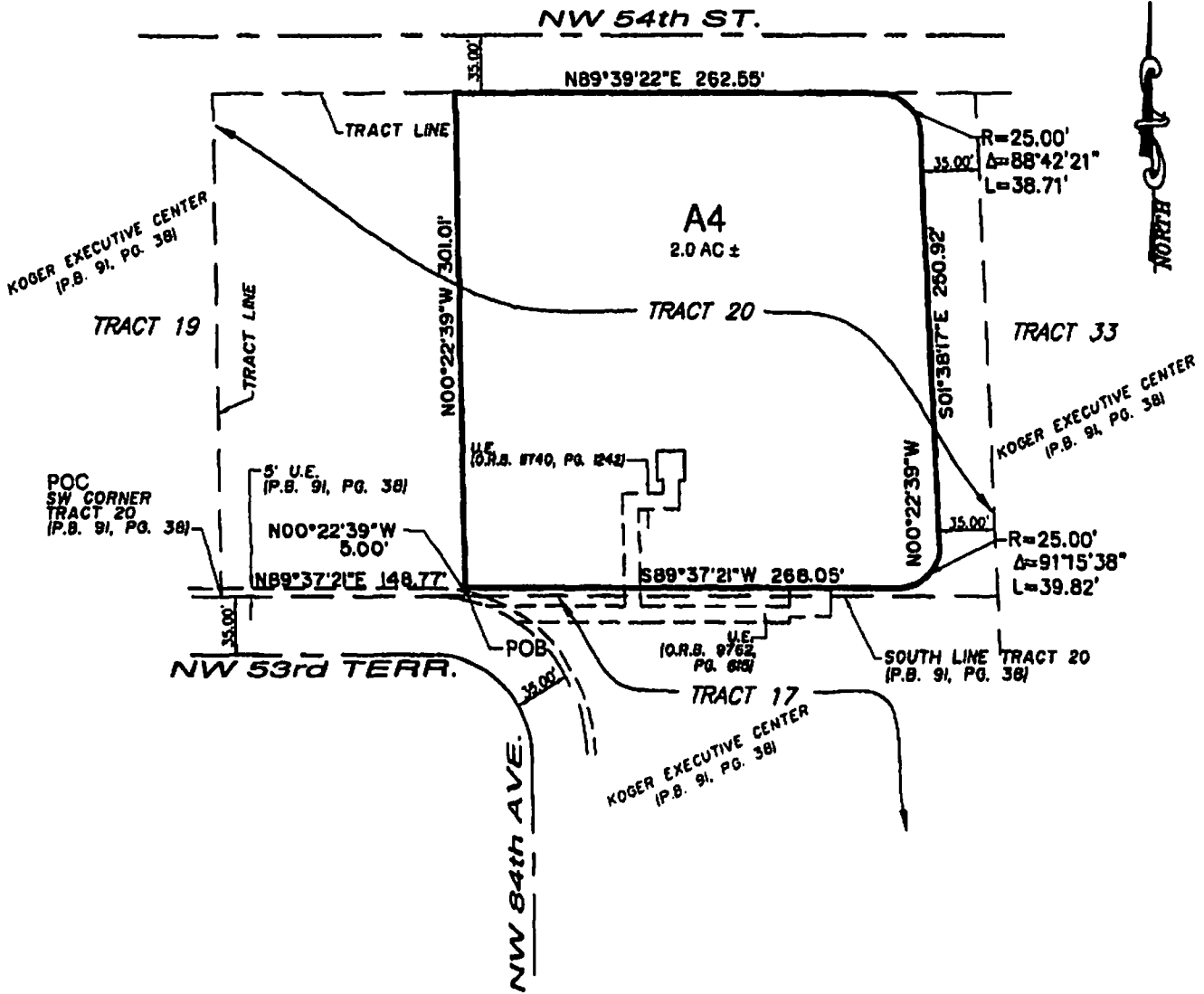
 **LUDOVICI & ORANGE**
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A4

SHEET 1 OF 2 SHEETS

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



PROJ. NO: 2004 38 | DATE: 06-15-10 | DRAWN: SS | CHECKED: AAS | SCALE: NTS



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A4

SHEET 2 OF 2 SHEETS

EXHIBIT E

NET EXTERNAL PM PEAK HOUR TRIP

Exhibit E
Downtown Doral and the Contiguous Project
Trip Rates and Assumptions - Net External PM Peak Hour Trip Generation Rates

5/17/2012

March 2012 Approved Development Program	ITE LUC	Scale	Units	Downtown Doral		Parcel O1 Scale 280 DU	Parcel O1 PM Trips 280 DU	Contiguous Project	
				Trip Rates	PM Trips			Trip Rates	PM Trips
Residential Condos/Townhomes	232	2,840	DU	0.291	826	280	111	0.279	715
Ground Level Specialty Retail	814	213,895	SF	1.897	406			1.897	406
Office and Municipal Use	710	1,609,901	SF	0.984	1,584			0.984	1,584
School	520	800	Students	0.126	101			0.126	101
Total				Notes [1] [2]	2917	Note [3]	Notes [4] [5]	Notes [1] [2]	2,806

Note [1] - Based upon rates or equations from ITE 8th Edition to establish net external trips per Table 3A of the March 2012 Traffic Study.

Note [2] - Includes a 14.97% internalization, a 10% pass-by for external retail trips and a 1% transit reduction.

Note [3] - Assumes 280 DU for Parcel O1. The approved DU for Parcel O1 should be used when calculating trip generation using this exhibit.

Note [4] - The PM peak hour trips for Parcel O1 should be calculated using the ITE LUC 232 formula: $T = 0.34 (X) + 15.47$.

Note [5] - The Parcel O1 trips and dwelling units shall be subtracted from Downtown Doral to modify the rates and trips for the Contiguous Project.

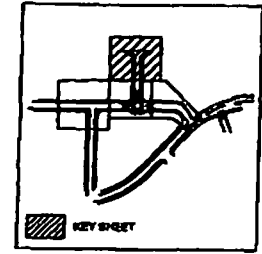
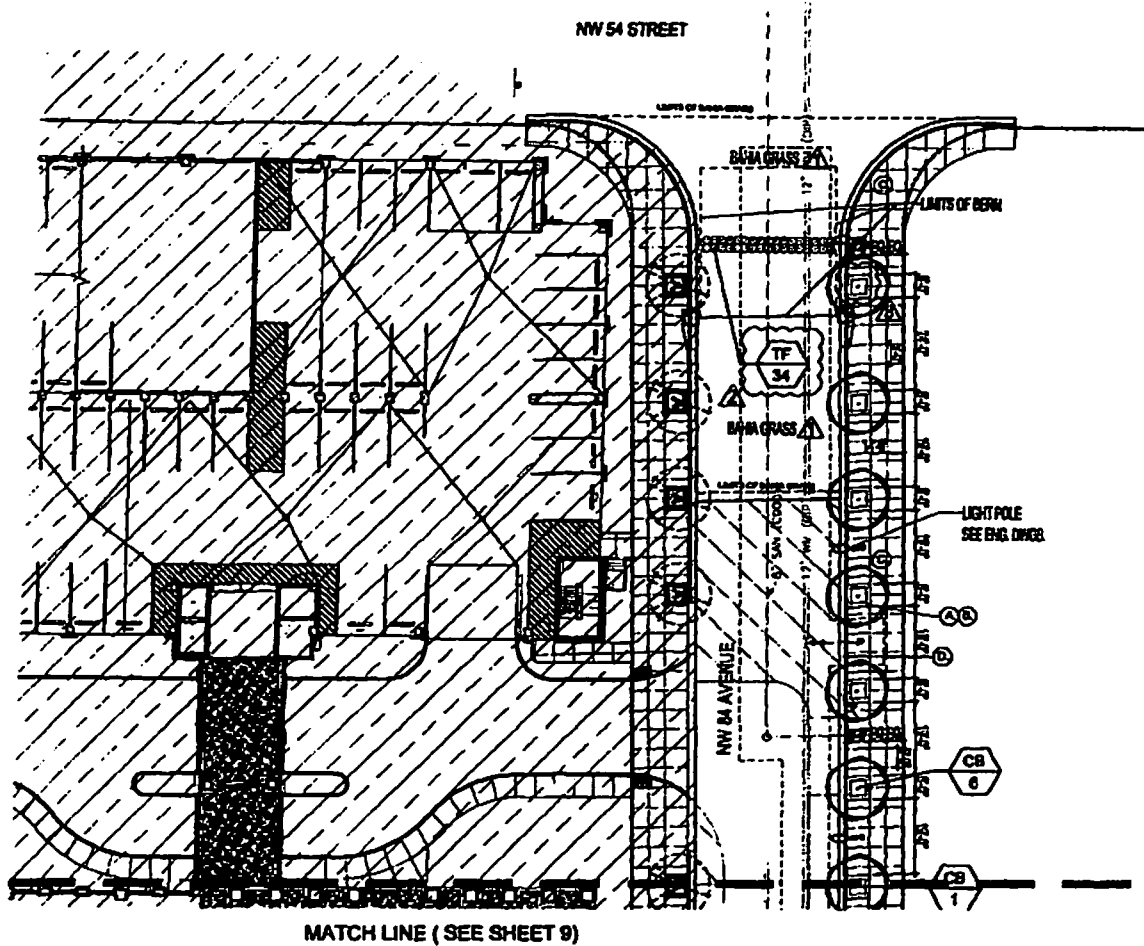
Exhibit E-1 - Trip Rates and Assumptions
Net External PM Peak Hour Trip Generation Summary - Downtown Doral and the Contiguous Project

5/7/2012

Uses Proposed	ITE LUC	Scale	Units	ITE 8th Edition Trip Rates and Formulas	Gross PM Trips	Internalization 14.97%	Pass-by 10.00%	Transit 1.00%	Downtown Doral		Parcel O1		Contiguous Project	
									Net External PM Trips	Net External Trip Rates	Scale 280 DU	PM Trips 280 DU	Net External PM Trips	Net External Trip Rates
Residential Condos/Townhomes	232	2,840	DU	$T = 0.34 [X] \times 15.47$	981	147	0	8	826	0.291	280	111	715	0.279
Ground Level Specialty Retail	814	213,895	SF	$T = 2.40 [X] \times 21.48$	535	80	45	4	406	1.897	0	0	406	1.897
Office and Municipal Use	710	1,609,901	SF	$T = 1.12 [X] \times 78.81$	1,882	282	0	16	1,584	0.984	0	0	1,584	0.984
School	520	800	Students	$T = 0.15 [X]$	120	18	0	1	101	0.126	0	0	101	0.126
Total					3,518	527	45	29	2,917		280	111	2,806	

EXHIBIT F

NW 84 AVENUE EXTENSION SKETCH



- (A) TREE GRATE BY INEEMAN FOUNDRY
 - STYLE: A3000DACK
 - MODEL #: R-8P42
 - PLACED 20' O. C.
- (B) TREE GRATE CONCRETE BORDER
 - 1 1/2" WIDE TOP EDGE
 - CHROMIX ADMIXTURE
 - COLOR: ANTIQUED CORK
 - SANDBLASTED
- (C) COLORED CONCRETE FOR WALKWAY
 - CHROMIX ADMIXTURE
 - COLOR: ANTIQUED CORK
 - SEE PLAN FOR COLORLINE LOCATIONS
- (D) CONCRETE CURBS
 - UNCOLORED
 - MEDIUM BROOM FINISHED
- (E) BENCH BY LANDSCAPE FORMS
 - MODEL: SCARBOROUGH / BAKED
 - 20"X 34"X 72"
 - HORIZONTAL STRAP W/ CENTER ARM
 - COLOR: BLACK
- (F) LITTER RECEPTACLE BY LANDSCAPE FORMS
 - MODEL: SCARBOROUGH / 20"X 40"
 - VERTICAL BARS W/ SIDE OPENING
 - COLOR: BLACK
- (G) BICYCLE RACK BY REASON OUTDOORS
 - MODEL: CR08-3-5F-CB CRON / 2 BARS
 - SQUARE TUBING / 20"X 40"
 - COLOR: ST. STEEL FINISH

- ▲ City of Doral Comments 1.13.11. Added bahia grass on NW 84 Ave.
- ▲ Added Berm and Fakahatchee grass 11.8.11.
- ▲ Shifted Planter North 5' 11.16.11.

max construction docs

SCALE 1" EQUALS 30'-0"

D
Downtown Doral
 The Heart of the City.



SHEET 8

EXHIBIT G

PASEO SKETCH

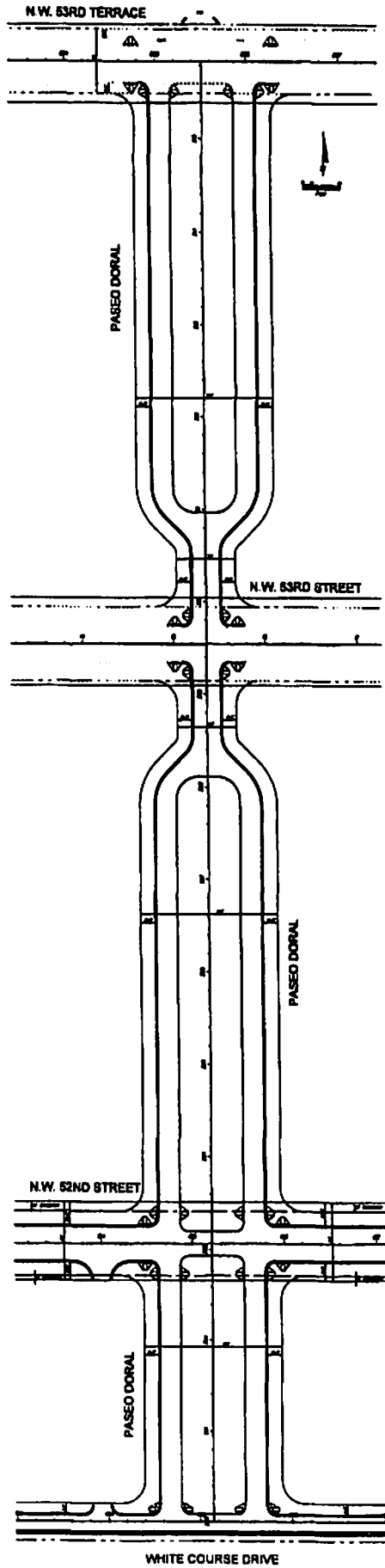
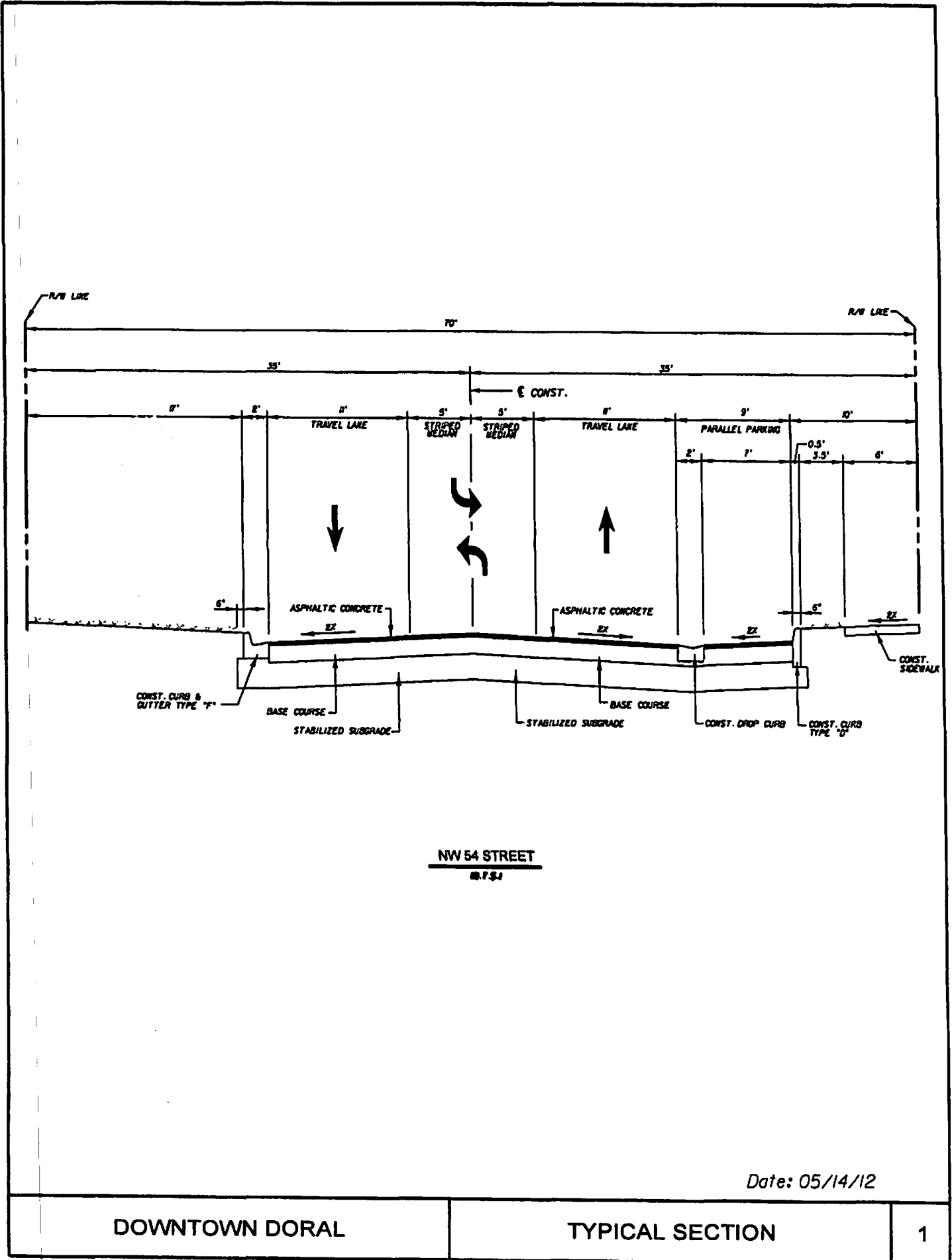


EXHIBIT H

54TH STREET IMPROVEMENTS



NW 54 STREET
18784

Date: 05/14/12

EXHIBIT I

LEGAL DESCRIPTION
SKETCH OF DOWNTOWN
DORAL PARK PROPERTY

LEGAL AND SKETCH

SURVEYOR'S NOTES:

1. Bearings are based on an assumed value of $S00^{\circ}23'19''E$ along the East line of Tract 33 of KOGER EXECUTIVE CENTER according to the Plat thereof, as recorded in Plat Book 91 at Page 38 of the Public Records of Miami-Dade County, Florida.
2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. This sketch does not represent a land survey.

LEGEND:

POC	Point of Commencement	R	Radius
POB	Point of Beginning	Δ	Central Angle Of Curve
POT	Point of Termination	L	Length
P.B.	Plat Book	SF	Square Feet
PG.	Page	RW	Right of Way

LEGAL DESCRIPTION:

A portion of Tracts 13 and 17 of "KOGER EXECUTIVE CENTER", according to a Plat thereof as recorded in Plat Book 91 at page 38 of the Public Records of Dade County, Florida, and being more particularly described as follows:

BEGINNING at the Northwest corner of Tract 13; said point also being on the easterly right-of-way of N.W. 84th Avenue, as shown on said Plat; thence along said right-of-way line North $00^{\circ}22'39''$ West for 164.92 feet; to a point of curvature; thence 10.29 feet along the arc of the curve to the right having a radius of 25.00 feet and a central angle of $23^{\circ}34'39''$ to a point in a non-tangent line a radial line to said point bears North $66^{\circ}47'59''$ West; thence North $89^{\circ}37'21''$ East for 32.91 feet; thence North $00^{\circ}22'39''$ East for 15.00 feet; thence North $89^{\circ}37'21''$ East for 148.96 feet; thence South $00^{\circ}22'39''$ East for 441.17 feet to its intersection with the Northerly right-of-way of N.W. 53rd Street as shown on said Plat also being a non-tangent curve a radial line to said point bears South $34^{\circ}41'27''$ East; thence 189.07 feet along the arc of the curve to the right having a radius of 598.62 feet and a central angle of $16^{\circ}14'13''$ to a compound curve a radial line to said point bears South $18^{\circ}27'13''$ East; thence 47.16 feet along the arc of the curve to the right having a radius of 25.00 feet and a central angle of $108^{\circ}04'35''$ to a point on the Easterly right-of-way line of N.W. 84th Avenue as shown on said Plat; thence along said right-of-way line North $00^{\circ}22'39''$ West for 301.87 feet; to the Point of Beginning.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 5J-17.051, Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey.
Ludovici and Orange Consulting Engineers Inc. L.B. #1012

By: _____

Arturo A. Sosa
Surveyor and Mapper 2829
State of Florida

PROJ. NO: 2004 38

DATE: 06-21-10

DRAWN: SS

CHECKED:

SCALE: AS NOTED



LUDOVICI & ORANGE
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A5

SHEET 1 OF 2 SHEETS

LEGAL AND SKETCH

SURVEYOR'S NOTES:

1. Bearings are based on an assumed value of S00°23'19"E along the East line of Tract 33 of KOGER EXECUTIVE CENTER according to the Plat thereof, as recorded in Plat Book 91 at Page 38 of the Public Records of Miami-Dade County, Florida.
2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. This sketch does not represent a land survey.

LEGEND:

POC	Point of Commencement	R	Radius
POB	Point of Beginning	Δ	Central Angle Of Curve
POT	Point of Termination	L	Length
P.B.	Plat Book	SF	Square Feet
PG.	Page	R/W	Right of Way


LEGAL DESCRIPTION:

A portion of Tracts 13, 17 and 33 of "KOGER EXECUTIVE CENTER", according to a Plat thereof as recorded in Plat Book 91 at page 38 of the Public Records of Dade County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of Tract 13; said point also being on the northerly right-of-way of N.W. 53rd Street, as shown on said Plat; thence along said right-of-way South 42°59'13" West for 67.75 feet to the Point of Beginning; thence continue along said right-of-way South 42°59'13" West for 19.49 feet to a point of curvature; thence 128.31 feet along the arc of the curve to the right having a radius of 596.62 feet and a central angle of 12°19'21" to a point in a non-tangent line a radial line to said point bears South 34°41'27" East; thence North 00°22'39" West for 441.17 feet; thence North 89°37'21" East for 15.57 feet, to a point of curvature; thence 16.82 feet along the arc of the curve to the right having a radius of 25.00 feet and a central angle of 38°32'41" to a point of reverse curve a radial line bears South 38°10'02" West; thence 76.92 feet along the arc of the curve to the left having a radius of 64.50 feet and a central angle of 68°19'29" to a point in a non-tangent line a radial line to said point bears South 30°09'27" East; thence South 01°38'17" East for 332.97 feet to the Point of Beginning.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 5J-17.051, Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey.
Ludovici and Orange Consulting Engineers Inc. L.B. #1012

By: 
Arturo A. Sosa
Surveyor and Mapper 2629
State of Florida

PROJ. NO: 2004 38 DATE: 06-21-10 DRAWN: SS CHECKED: SCALE: AS NOTED

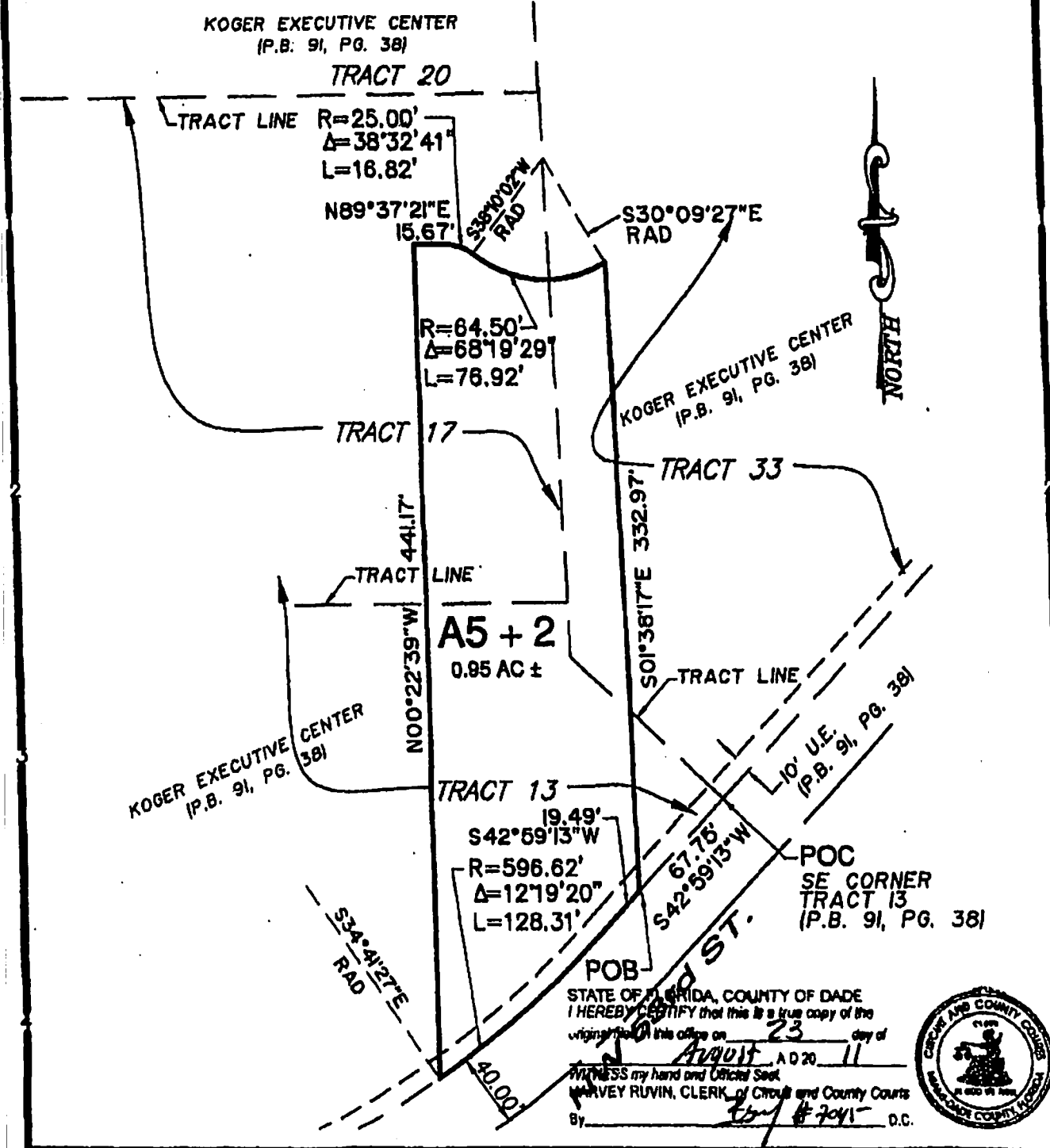


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A5 + 2

SHEET 1 OF 2 SHEETS

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



PROJ. NO: 2004 38 | DATE: 08-21-10 | DRAWN: SS | CHECKED: AAS | SCALE: NTS

LUDOVICI & ORANGE
CONSULTING ENGINEERS, INC.
328 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1800 • LB 1012

A5 + 2
SHEET 2 OF 2 SHEETS

LEGAL AND SKETCH

SURVEYOR'S NOTES:

1. Bearings are based on an assumed value of $S00^{\circ}23'19''E$ along the East line of Tract 33 of KOGER EXECUTIVE CENTER according to the Plat thereof, as recorded in Plat Book 91 at Page 38 of the Public Records of Miami-Dade County, Florida.
2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. This sketch does not represent a land survey.

LEGEND:

POC	Point of Commencement	R	Radius
POB	Point of Beginning	Δ	Central Angle Of Curve
POT	Point of Termination	L	Length
P.B.	Plat Book	SF	Square Feet
PG.	Page	R/W	Right of Way

LEGAL DESCRIPTION:

A portion of Tract 17 of "KOGER EXECUTIVE CENTER", according to a Plat thereof as recorded in Plat Book 91 at page 38 of the Public Records of Dade County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of Tract 13; said point also being on the easterly right-of-way of N.W. 84th Avenue, as shown on said Plat; thence along said right-of-way North $00^{\circ}22'39''$ West for 174.92 feet; thence North $89^{\circ}37'21''$ East for 2.09 feet to the Point of Beginning also being a point on the next described curve, a radial line to said point bears North $66^{\circ}47'59''$ West; thence 28.98 feet along the arc of the curve to the right having a radius of 25.00 feet and a central angle of $66^{\circ}25'20''$ to a point of tangency; thence North $89^{\circ}37'21''$ East for 10.00 feet; thence South $00^{\circ}22'39''$ East for 15.00 feet; thence South $89^{\circ}37'21''$ West for 32.91 feet to the Point of Beginning.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 5J-17.051, Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey.
Ludovici and Orange Consulting Engineers Inc. L.B. #1012

By: 

Arturo A. Sosa
Surveyor and Mapper 2629
State of Florida

PROJ. NO: 2004 38 DATE: 06-21-10 DRAWN: SS CHECKED: SCALE: AS NOTED



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CONSULTING ENGINEERS, INC.

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A5 + 1

SHEET 1 OF 2 SHEETS

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

KOGER EXECUTIVE CENTER
 (P.B. 91, PG. 38)

TRACT 20

TRACT LINE

TRACT 17



A5 + 1
 397.72 SF ±

R=25.00'
 $\Delta=66^{\circ}25'20''$
 L=28.98'

POB

N89°37'21"E
 10.00'

S00°22'39"E
 15.00'

S89°37'21"W
 32.91'

N66°47'59"W
 RAD

TRACT LINE

NW 84th AVE.

N00°22'39"W
 174.92

N89°37'21"E
 2.09'

TRACT 13

POC
 NW CORNER
 TRACT 13
 (P.B. 91, PG. 38)

5' U.E.
 (P.B. 91, PG. 38)

KOGER EXECUTIVE CENTER
 (P.B. 91, PG. 38)

STATE OF FLORIDA

DEPARTMENT OF REVENUE

OFFICE OF THE STATE TAX COLLECTOR

STATE OF FLORIDA

DEPARTMENT OF REVENUE

OFFICE OF THE STATE TAX COLLECTOR

PROJ. NO: 2004 38 | DATE: 06-21-10 | DRAWN: SS | CHECKED: AAS | SCALE: NTS



LUDOVICI & ORANGE
 CONSULTING ENGINEERS, INC.

329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1600 • LB 1012

A5 + 1

SHEET 2 OF 2 SHEETS

EXHIBIT J

PARK SITE SPECIAL WARRANTY DEED FORM

This Instrument Prepared by
and after recording return to:
Joseph Goldstein, Esq.
Holland & Knight LLP
701 Brickell Avenue, Suite 3000
Miami, Florida 33131

Folio No. _____

(Space Above this Line for Recorder's Use)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made as of this ____ day of _____, 2012, by and between **CM DORAL IDF COMPANY LLC**, a Delaware limited liability company, having an address at c/o J.P. Morgan Investment Management Inc., 270 Park Avenue, 7th Floor, New York, New York 10017 ("Grantor") and **DOWNTOWN DORAL COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes ("Grantee").

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains and sells to the Grantee, its successors and assigns forever, all that certain real property situate in the County of Miami-Dade and State of Florida described as follows (the "Property"):

Lot 1 of Block 3 of that certain Downtown Doral Northwest plat recorded May ____, 2012 under Plat Book _____, at page _____ in the public records of Miami-Dade County, Florida.

THIS CONVEYANCE IS MADE SUBJECT TO (collectively, the "Permitted Encumbrances"):

1. Real Estate Taxes for the year 2012 and subsequent years; and
2. Covenants, conditions, restrictions, easements and other matters of record without hereby reimposing same.

AND FURTHER SUBJECT TO the following restrictions on the Property (collectively, the "Restrictive Covenants"):

1. the Property shall only be used for public, generally passive, park purposes;
2. the Property shall be named the "Downtown Doral Park"; and

3. in no event shall the Property be operated in a manner which (i) is disruptive to the peace and quiet of the property owners or residents (each such owner or resident being a "Resident") of any portion of the real property affected by that certain Master Development Agreement recorded at Official Records Book 26047 at Page 2423 of the public records of Miami-Dade County, Florida (the "Public Records"), as amended by that certain First Amendment to Master Development Agreement recorded at Official Records Book 28099 at Page 1 of the Public Records, as same may be further amended from time to time; or (ii) unreasonably interferes with the Residents' enjoyment of the Property.

PROVIDED THAT Grantor and/or any Resident shall be entitled to enforce the Restrictive Covenants either in law or in equity but in no event shall the Restrictive Covenants or the enforcement thereof be deemed to create any reversionary right in favor of Grantor.

TO HAVE AND TO HOLD the Property in fee simple forever, together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee, its successors and assigns, and, subject to the Permitted Encumbrances and the Restrictive Covenants, Grantor hereby agrees to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against the claims of every person whomsoever lawfully claiming by, through or under Grantor but not otherwise.

[Signature on following page]

This Instrument Prepared by
and after recording return to:
Joseph Goldstein, Esq.
Holland & Knight LLP
701 Brickell Avenue, Suite 3000
Miami, Florida 33131

Folio No. _____

(Space Above this Line for Recorder's Use)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made as of this _____ day of _____, 2012, by and between **DOWNTOWN DORAL COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, having an address at c/o Codina Partners, LLC, 135 San Lorenzo Avenue, Suite 750, Coral Gables, Florida 33146 ("Grantor") and **CITY OF DORAL, FLORIDA**, a municipal corporation existing under the laws of the State of Florida ("Grantee").

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains and sells to the Grantee, its successors and assigns forever, all that certain real property situate in the County of Miami-Dade and State of Florida described as follows (the "Property"):

Lot 1 of Block 3 of that certain Downtown Doral Northwest plat recorded May ____, 2012 under Plat Book _____, at page _____ in the public records of Miami-Dade County, Florida.

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2. Covenants, conditions, restrictions, easements and other matters of record without hereby reimposing same.

AND FURTHER SUBJECT TO the following restrictions on the Property (collectively, the "Restrictive Covenants"):

1. the Property shall only be used for public, generally passive, park purposes;
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3. in no event shall the Property be operated in a manner which (i) is disruptive to the peace and quiet of the property owners or residents (each such owner or resident being a "Resident") of any portion of the real property affected by that certain Master Development Agreement recorded at Official Records Book 26047 at Page 2423 of the public records of Miami-Dade County, Florida (the "Public Records"), as amended by that certain First Amendment to Master Development Agreement recorded at Official Records Book 28099 at Page 1 of the Public Records, as same may be further amended from time to time; or (ii) unreasonably interferes with the Residents' enjoyment of the Property.

PROVIDED THAT Grantor and/or any Resident shall be entitled to enforce the Restrictive Covenants either in law or in equity but in no event shall the Restrictive Covenants or the enforcement thereof be deemed to create any reversionary right in favor of Grantor.

TO HAVE AND TO HOLD the Property in fee simple forever, together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee, its successors and assigns, and, subject to the Permitted Encumbrances and the Restrictive Covenants, Grantor hereby agrees to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against the claims of every person whomsoever lawfully claiming by, through or under Grantor but not otherwise.

[Signature on following page]

EXHIBIT K

PARK FURNITURE AND UTILITIES/LIGHTING PLAN

SIXTO ARCHITECT, INC.
 ARCHITECTS PLANNERS INTERIORS
 1000 WEST WASHINGTON AVENUE SUITE 1000
 MIAMI BEACH, FLORIDA 33139
 TEL: 305-533-1111
O'Leary Richards Design Associates, Inc.
 LANDSCAPE ARCHITECTS & PLANNERS
 1000 WEST WASHINGTON AVENUE SUITE 1000
 MIAMI BEACH, FLORIDA 33139
 TEL: 305-533-1111

SITE FURNISHINGS PLAN
CITY PARK
DOWNTOWN DORAL
 DORAL, FLORIDA
 AUGUST 23, 2011

CODINA
 FURNITURES

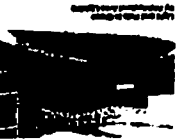
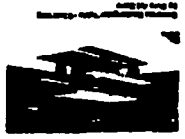
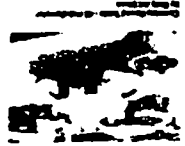
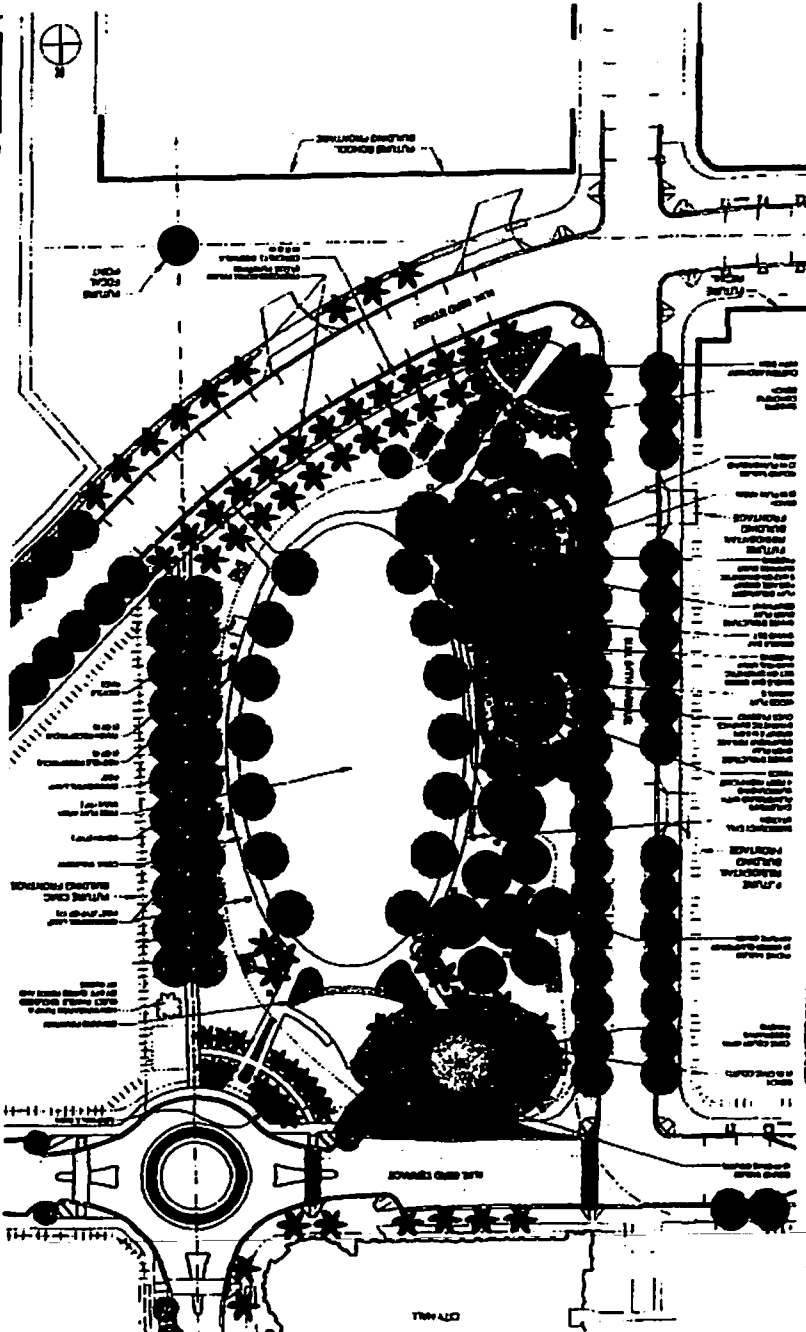
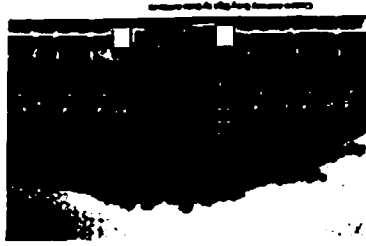


EXHIBIT L

PARK LANDSCAPE PLAN

LANDSCAPE LIST

TREES				
	SYMBOL	QUAN.	PROPOSED MATERIAL	DESCRIPTION
		7	<i>Calophyllum brasiliense</i> BRAZIL BEAUTYLEAF	12' HT. X 5' SPR. F.G.
	*QV	14	* <i>Quercus virginiana</i> LIVE OAK	18' HT. X 5' SPR. 2" CAL. F.G.
	SS	4	<i>Senna aurantiaca</i> GLAUCCOUS CASSIA	12' HT. X 5' SPR. F.G.
SHRUBS AND GROUNDCOVERS				
	SYMBOL	QUAN.	PROPOSED MATERIAL	DESCRIPTION
	CA	8	<i>Crinum augustum</i> 'Queen Emma' PURPLE CRINUM LILY	3' O.A. HT. 7 GAL.
	CV	42	<i>Codiaeum variegatum</i> 'Mazmey' RED - YELLOW CROTON	24" HT. X 24" SPR. / 24" O.C. 3 GAL.
	DE	131	<i>Duranta erecta</i> 'Gold Mound' GOLD MOUND DURANTA	20" HT. X 20" SPR. / 18" O.C. 3 GAL.
	FM	960	<i>Ficus microcarpa</i> 'Green Island' GREEN ISLAND FIGUS	18" HT. X 18" SPR. / 18" O.C. 3 GAL.
	TF	34	<i>Tripsacum floridanum</i> DWARF FAKAHATCHEE GRASS	24" HT. X 24" SPR. / 24" O.C. 3 GAL.
	IT	10	<i>Ixora taiwanese</i> 'Dwarf' DWARF IXORA	18" HT. X 18" SPR. / 18" O.C. 3 GAL.
	LAWN	AS REQ.	<i>Stenotaphrum secundatum</i> 'Floratum' ST. AUGUSTINE GRASS	SOLID EVEN SOD
	BAHIA	AS REQ.	<i>Paspalum notatum</i> BAHIA GRASS	SOLID EVEN SOD

* DENOTES NATIVE SPECIES

- City of Doral Comments 1.13.11. Removed Cassia trees and bromeliads from turnaround in front of City Hall.
- Owner's Comments 1.27.11. Added landscape in round about.
- City Comments 3.21.11. Site plan changes.
- 8.5.11 Additional Relocation to amend DERM permit TREE-002737-3010
- 11.8.11 Added fakahatchee grass to the dead end near the City Hall
- 1.12.12 Remove tree near lightpole
- 2.6.12 Sideway added due to grade change. updated landscape. Utility Conflict

100% CONSTRUCTION DOCS