



March 12, 2019

Via E-mail & Hand-Delivery

Rita Carbonell, Transportation Manager
City of Doral
8401 NW 53rd Terrace, 2nd Floor
Doral, FL 33166

Re: Starbucks - Impact Fee Credit Agreement

Dear Rita:

Pursuant to your instructions, enclosed is the executed original Roadway Improvement Contribution In-Lieu-Of-Fee Agreement by Mr. Marcos Lapciuc. Please execute where indicated and return an electronic signed copy at your earliest convenience.

Thank you for your attention in this regard.

Sincerely,

Robert H. Fernandez, Esq.

RHF/jnm
Enclosure

cc: Marcos Lapciuc
Luis Figueredo, City Attorney

MIA_ACTIVE 4900775.1

ROADWAY IMPROVEMENT CONTRIBUTIONS IN-LIEU-OF- FEE AGREEMENT

THIS ROADWAY IMPROVEMENT CONTRIBUTIONS IN –LIEU-OF-FEE AGREEMENT (the “Agreement”) is made this 6th day of March, 2019, by and among the City of Doral, a municipality of the State of Florida (“City”) and Lapciuc Group, Inc. (“Feepayer”).

RECITALS:

- A. Lapciuc Group, Inc. is the projected Impact Feepayer for the project.
- B. Pursuant to the terms of the Roadway improvement Impact Fee Ordinance, City and Feepayer desire to set forth their agreement and a procedure for the donation of a trolley to the City’s fleet in lieu of paying the Roadway Improvement Impact Fee.
- C. Pursuant to the City of Doral Ordinance Sec. 65-73. - Roadway Improvement Impact Fee the City requires any application for building permit or development activity within the corporate limits of the City of Doral to pay a Roadway Improvement Impact Fee.
- D. Subsection (g) entitled “*Land or Equipment contributions in-lieu-of-fee*” allows impact fee credits to be granted for certain contributions and/or improvements in lieu of paying the Roadway Improvement Impact Fee.
- E. The City has agreed to accept a trolley and the Feepayer has agreed to provide the City with a trolley as a Feepayer’s contribution in lieu of the Roadway Improvement Impact Fee.
- F. The dedication of the trolley is recognized as meeting the requirements for Roadway Improvement Impact Fee Credits.
- G. Feepayer agrees that the proposed contribution is proportional to the impact the Feepayer’s development will have upon traffic and the City’s roadways.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The above stated Recitals are incorporated herein as Findings of Facts.
2. The total price for the trolley shall not exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000.00).

3. The City shall provide the Feepayer with the name of the vendor and specifications for the trolley.

4. Feepayer agrees that on or before March 30, 2019, Feepayer shall furnish the City with written proof in the form of a purchase order or other written documentation satisfactory to the City for the new Trolley meeting the specifications provided by the City and incorporated into this Agreement.

5. Feepayer shall be responsible for ensuring that the following documentation is provided to the City when the new trolley is delivered:

- (I) Certificate of Title
- (II) Certificate of Origin for the Vehicle
- (III) User manuals
- (IV) Owner's warranty

6. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Albert P. Childress
 Acting City Manager
 City of Doral, Florida
 8401 NW 53rd Terrace
 Doral, Florida 33166

With a Copy to: Luis Figueredo
 City Attorney
 8401 NW 53rd Terrace
 Doral, Florida 33166

For Feepayer: Marcos Lapciuc
 Lapciuc Group, Inc.
 6699 NW 36th Avenue

Miami, Florida 33147

With a copy to: Robert H. Fernandez, Esq.
Gunster Law Firm
600 Brickell Ave., Suite 3500
Miami, Florida 33131

7. Default. If Feepayer understands and agrees that if it fails to deliver the trolley as required under this Agreement, the City shall have the right to terminate this Agreement. The City shall have the right at its sole discretion to issue a Stop Work order until the Roadway Improvement Impact Fee is paid to the City.

8. Miscellaneous Provisions

(1). This Agreement shall be constructed and governed in accordance with the laws of the State of Florida. All parties to this Agreement have participated fully in the negotiation and preparation hereof and accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto. All parties agree particularly that this Agreement is bound by the terms of the City's Roadway Improvement Impact Fee Ordinance and other applicable ordinances. All applicable terms of those Ordinances are to be considered incorporated herein by reference. If there is any inconsistency found between this Agreement and such Ordinances or applicable law, those Ordinances or law shall prevail and be applicable.

(2). The Parties agree that they will not challenge in any judicial proceeding and will accept the interpretation of the City Manager concerning the contribution in lieu of the Roadway Improvement Impact Fee payment.

(3). In construing the Agreement, the singular shall be held to include the plural, and the plural shall include the singular, the use of any gender shall include every other and all gender and captions and paragraph headings shall be disregarded.

(4). All the exhibits attached to this Agreement are incorporated in and made a part of this Agreement.

(5). The Agreement, and any Exhibits and/or addendum made a part hereof constitute the entire Agreement and understanding of the parties and shall not be modified or amended except by written agreement duly executed by the parties hereto.

(6). This Agreement is made for the sole benefit and protection of the parties and no other persons shall have any right of action hereunder. This Agreement shall be binding upon the parties and their respective successors and permitted assigns.

(7). All covenants, agreements, representations and warranties made herein shall be deemed to have material and relied on by each party to this Agreement.

(8). This Agreement is recognized as being subject to the laws of Florida and the Ordinances of the City of Doral, Florida and therefore all applicable provisions thereof are incorporated herein and if any provision hereof is inconsistent with such provisions, such provision shall apply.

(9). The Feepayer must be a feepayer as referenced in the applicable impact fee ordinance to receive impact fee credits under this ordinance.

(10) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one (1) and the same document.

IN WITNESS WHEREOF, the parties execute this Roadway Improvement Contribution In-Lieu-Of- Fee Agreement on the respective dates under each signature:

Attest:

CITY OF DORAL



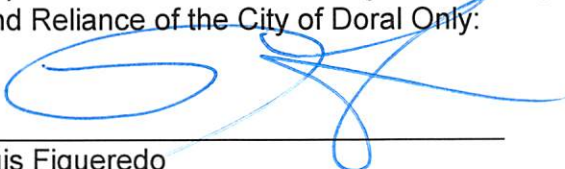
Connie Diaz, City Clerk

By: 

Albert Childress, Acting City Manager

Date: March 15, 2019

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:



Luis Figueredo
City Attorney

FEEPAVER'S /APPLICANT'S CONSENT AND COVENANT:

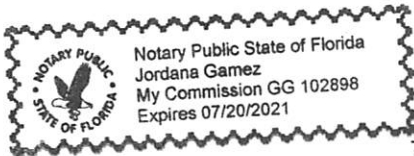
COMES NOW, the Feepayer on behalf of itself and its successors, assigns and transferees of any nature whatsoever, and consents to and agrees to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Agreement.

By: 

Marcos Lapciuc
President
Lapciuc Group, Inc.

STATE OF Florida
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 7 day of March, 2018,
by Marcos Lapciuc as MGR of
Lapciuc Group Inc. who is personally known
to me or who has produced _____ as identification.




NOTARY PUBLIC, STATE OF Florida

Type or Print Name: JORDANA GAMEZ