

RESOLUTION No. 16-109

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, SITTING AS THE LOCAL PLANNING AGENCY GOING FORWARD WITHOUT A RECOMMENDATION OF AN AMENDMENT TO THE DOWNTOWN DORAL DOWNTOWN MIXED USE (DMU) PLANNED UNIT DEVELOPMENT URBAN REGULATIONS/PATTERN BOOK AND CHAPTER 163.3225, F.S. MASTER DEVELOPMENT AGREEMENT FOR DOWNTOWN DORAL TO INCORPORATE AN ADDITIONAL 290,099 SQUARE FEET OF OFFICE USE AND 500 RESIDENTIAL DWELLING UNITS INTO THE DOWNTOWN DEVELOPMENT PROGRAM AS WELL AS A 40,000 SQUARE FOOT REDUCTION IN CIVIC USE FOR A TOTAL DEVELOPMENT PROGRAM CONSISTING OF 213,895 SF OF RETAIL/COMMERCIAL USE, 1,800,000 SF OF OFFICE USE, 3,340 SF OF RESIDENTIAL USE, 60,000 SF OF MUNICIPAL/CIVIC USE, AND AN 800 STUDENT STATION SCHOOL, AND THE INCORPORATION OF A LAND USE EQUIVALENCY MATRIX TO THE LOCAL GOVERNING BODY (CITY COUNCIL) CONSISTENT WITH SECTION 163.3225 FLORIDA STATUTES AND SECTION 2-164 OF THE CITY LAND DEVELOPMENT CODE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, CL Doral, LLC (“Applicant”) also known as Downtown Doral is requesting the LPA to transmit this application to the local governing body (City Council) consistent with Section 2-164 of the Land Development Code; and

WHEREAS, the Applicant is the developer of the real property located within the jurisdictional boundaries of the City, as legally described in Exhibit A and made a part hereof (“the Property”); and

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

WHEREAS, the Applicant is requesting approval of the Second Amendment to the Master Development Agreement to include an additional 290,099 square feet of office use, 500 residential dwelling units into the Downtown Doral development program along with a Land Use Equivalency Matrix, and a reduction of 40,000 square feet of Municipal/Civic Use to reflect City Hall as built and a conversion of the square footage to Office Use pursuant to the requirements set forth in Sec. 163.3225 of the Florida Statutes; and

WHEREAS, as part of the Original Approval, the City and Developer of the property executed the original Master Development Agreement between the parties on March 28, 2012, as amended by that certain First Amendment to the Master Development Agreement, dated May 4, 2012; and

WHEREAS, after careful review and deliberation, staff has determined that this rezoning application is consistent with the Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA SITTING AS THE LOCAL PLANNING AGENCY THAT:

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

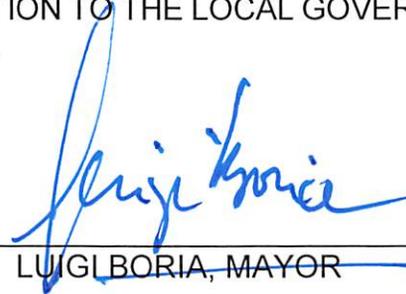
Section 2. Approval. The LPA hereby recommends going forward without a recommendation to the local governing body (City Council) consistent with Section 2-164 of the Land Development Code to adopt the Second Amendment to the Master Development Agreement, attached to as Exhibit B.

Section 3. Effective Date. This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Councilmember Cabrera who moved its adoption. The motion was seconded by Councilmember Ruiz 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	Yes
Councilwoman Sandra Ruiz	Yes

TRANSMITTED WITHOUT A RECOMMENDATION TO THE LOCAL GOVERNING BODY (CITY COUNCIL) THIS 11 DAY OF MAY, 2016.



LUIGLBORIA, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

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



WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.
CITY ATTORNEY

LEGAL DESCRIPTION:

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

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

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

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

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

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

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

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

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

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

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

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

TOGETHER WITH:

LEGAL DESCRIPTION: TRACT A

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 53 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA; SAID PARCEL CONTAINS THE FOLLOWING: ALL OF TRACTS 1, 2, 3, 6, 9, 13, 17, 20, 33 THROUGH 38 OF KOGER EXECUTIVE CENTER, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 91, AT PAGE 38; AND ALL OF TRACTS C, E, A PORTION OF TRACT A AND TRACT D LESS THE EAST 34.02 FEET THEREOF, OF KOGER CENTER PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 108 AT PAGE 15; AND ALL OF TRACTS A, B, C AND D OF THE KOGER CENTER, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 132 AT PAGE 73 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; AND PORTIONS OF N.W. 52ND STREET, N.W. 53RD STREET, N.W. 53RD TERRACE, N.W. 54TH STREET, N.W. 84TH AVENUE AND N.W. 87TH AVENUE RIGHT-OF-WAY; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF THE NORTH 1/4 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 22, SAID POINT LYING AT THE INTERSECTION OF THE CENTERLINE OF N.W. 87TH AVENUE AND THE WESTERLY PROLONGATION OF THE SOUTH LINE OF SAID TRACT 1; THENCE NORTH 00°04'32" EAST ALONG SAID CENTERLINE OF N.W. 87TH AVENUE FOR A DISTANCE OF 327.72 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N.W. 52ND STREET; THENCE SOUTH 88°37'50" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 942.50 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 94.25 FEET TO A POINT OF TANGENCY; SAID POINT LYING ON THE CENTERLINE OF N.W. 84TH AVENUE; THENCE NORTH 01°22'10" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 1157.54 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 94.25 FEET TO A POINT OF TANGENCY; SAID POINT LYING ON THE CENTERLINE OF N.W. 53RD TERRACE, THENCE NORTH 88°37'50" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 128.46 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE WEST LINE OF SAID TRACT 20; THENCE NORTH 01°22'10" EAST ALONG SAID SOUTHERLY PROLONGATION, THE WEST LINE OF SAID TRACT 20 AND THE NORTHERLY PROLONGATION THEREOF FOR A DISTANCE OF 376.10 FEET TO A POINT LYING ON THE CENTERLINE OF N.W. 54TH STREET; THENCE SOUTH 88°35'49" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 469.99 FEET; THENCE CONTINUE ALONG SAID CENTERLINE SOUTH 88°34'40" EAST FOR A DISTANCE OF 1322.61 FEET; THENCE CONTINUE ALONG SAID CENTERLINE SOUTH 88°34'40" EAST FOR 748.10 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE EAST LINE OF SAID TRACT 38; THENCE SOUTH 01°21'30" WEST ALONG SAID NORTHERLY PROLONGATION, SAID EAST LINE AND SOUTHERLY PROLONGATION THEREOF TO A POINT LYING ON THE CENTERLINE OF N.W. 53RD STREET; THENCE NORTH 88°38'30" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 18.92 FEET TO THE INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE WEST LINE OF THE EAST 34.02 FEET OF SAID TRACT D; THENCE SOUTH 01°21'30" WEST ALONG SAID NORTHERLY PROLONGATION AND WEST LINE OF THE EAST 34.02 FEET OF TRACT D FOR A DISTANCE OF 312.21 FEET TO A POINT LYING ON THE SOUTH LINE OF SAID TRACT D; THENCE NORTH 88°39'27" WEST FOR A DISTANCE OF 713.72

LEGAL DESCRIPTION: TRACT A (CONTINUED)

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

LEGAL DESCRIPTION: TRACT B

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

FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 22, SAID POINT LYING AT THE INTERSECTION OF THE CENTERLINE OF N.W. 87TH AVENUE AND THE CENTERLINE OF N.W. 54TH STREET, THENCE SOUTH 88°35'49" EAST ALONG THE SAID CENTERLINE OF N.W. 54TH STREET FOR A DISTANCE OF 852.42 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE EAST LINE OF SAID TRACT 19; THENCE SOUTH 01°22'10" WEST ALONG SAID NORTHERLY PROLONGATION AND THE EAST LINE OF SAID TRACT 19 AND THE SOUTHERLY PROLONGATION THEREOF FOR A DISTANCE OF 376.10 FEET TO THE INTERSECTION WITH THE CENTERLINE OF N.W. 53RD TERRACE; THENCE SOUTH 88°37'50" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 128.48 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 80.00 FEET, AND A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 94.25 TO A POINT OF TANGENCY; SAID POINT LYING ON THE CENTERLINE OF N.W. 84TH AVENUE; THENCE SOUTH 01°22'10" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 1157.54 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 94.25 FEET TO A POINT OF TANGENCY; SAID POINT LYING ON THE CENTERLINE OF N.W. 52ND STREET; THENCE NORTH 88°37'50" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 942.50 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N.W. 87TH AVENUE; THENCE NORTH 00°04'32" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 332.62 FEET; THENCE CONTINUE ALONG SAID CENTERLINE NORTH 00°01'53" EAST FOR A DISTANCE OF 1321.96 FEET TO THE POINT OF BEGINNING, CONTAINING 37.128 ACRES, MORE OR LESS.

LEGAL DESCRIPTION: TRACT C

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

FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22 SAID POINT LYING AT THE INTERSECTION OF THE CENTERLINE OF N.W. 79TH AVENUE AND THE EASTERLY PROLONGATION OF SAID TRACT E, THENCE NORTH 88°39'27" WEST ALONG THE SAID EASTERLY PROLONGATION OF TRACT E AND THE SOUTH LINE OF TRACT E AND D RESPECTIVELY FOR A DISTANCE OF 609.03 FEET; THENCE NORTH 01°21'30" EAST ALONG THE WEST LINE OF THE EAST 34.02 FEET OF SAID TRACT D AND ITS NORTHERLY PROLONGATION THEREOF FOR A DISTANCE OF 312.21 TO A POINT LYING ON THE CENTERLINE OF N.W. 53RD STREET; THENCE SOUTH 88°38'30" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 18.92 FEET; THENCE NORTH 01°21'30" EAST ALONG THE SOUTHERLY PROLONGATION OF THE WEST LINE OF TRACT 39, THE WEST LINE THEREOF, AND THE NORTHERLY PROLONGATION THEREOF FOR A DISTANCE OF 347.21 FEET TO A POINT LYING ON THE CENTERLINE OF N.W. 54TH STREET; THENCE SOUTH 88°34'40" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 574.16 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N.W. 79TH AVENUE; THENCE SOUTH 00°01'43" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 659.33 FEET TO THE POINT OF BEGINNING, CONTAINING 8.948 ACRES, MORE OR LESS.

DRAFT 4/29/2016

This Instrument was Prepared by:

Joseph G. Goldstein
Holland & Knight LLP
701 Brickell Avenue Suite 3000
Miami, Florida 33131

SECOND AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

This Second Amendment (the "Second Amendment") to the Master Development Agreement is made as of the ___ day of _____, 2016, by and between CM DORAL DEVELOPMENT COMPANY, LLC, a Florida limited liability company (the "Developer"), and the CITY OF DORAL, FLORIDA, a Florida municipal corporation (the "City").

RECITALS

WHEREAS, the CM Doral Development Company, LLC, is the Developer of those certain parcels of land located within the boundaries of the City commonly known as Downtown Doral, the legal descriptions of which is attached hereto and made a part hereof as Exhibit 1 (the "Property");

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

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

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

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

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

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

WHEREAS, the Developer seeks to amend the Master Development Agreement to incorporate a 40,0000 square foot reduction of Municipal/Civic use into the Downtown Doral development program to reflect City Hall as built and a conversion of the square footage to Office use;

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

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

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

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

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

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

C. Second Amendment Project Approvals. Any references to the Project in the Master Development Agreement shall now and hereafter be redefined and apply to the Proposed Program as defined herein. Any reference to the Project Approvals in the Master Development Agreement shall now and hereafter be redefined and apply to the Project Approvals list attached hereto and made a part here of as Exhibit "4".

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY:

CITY OF DORAL, FLORIDA

ATTEST:

By: _____

City Clerk

Name: _____

Title: _____

_____ day of _____, 2016

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

City Attorney

DEVELOPER

WITNESSES:

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

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

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

Signature

Print Name

Signature

Print Name

By: _____
Name: _____
Title: Vice President

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, _____, as Vice President of Miscellaneous Income Corp., a Delaware corporation, the sole member of Doral JV Acquisition Company LLC, a Delaware limited liability company, the Managing Member of CM Doral Development Company, LLC, which is the Developer of the Downtown Mixed Use development project known as Downtown Doral, on behalf of the company. [S]He is personally known to me or has produced _____ as identification, and acknowledged that she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

Notary Public, State of Florida

Print Name

EXHIBIT "1"

LEGAL DESCRIPTION:

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "1" (Continued)

TOGETHER WITH:

LEGAL DESCRIPTION: TRACT A

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 53 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA; SAID PARCEL CONTAINS THE FOLLOWING: ALL OF TRACTS 1, 2, 3, 6, 9, 13, 17, 20, 33 THROUGH 38 OF KOGER EXECUTIVE CENTER, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 91, AT PAGE 38; AND ALL OF TRACTS C, E, A PORTION OF TRACT A AND TRACT D LESS THE EAST 34.02 FEET THEREOF, OF KOGER CENTER PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 108 AT PAGE 15; AND ALL OF TRACTS A, B, C AND D OF THE KOGER CENTER, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 132 AT PAGE 73 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; AND PORTIONS OF N.W. 52ND STREET, N.W. 53RD STREET, N.W. 53RD TERRACE, N.W. 54TH STREET, N.W. 84TH AVENUE AND N.W. 87TH AVENUE RIGHT-OF-WAY; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF THE NORTH 1/4 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 22, SAID POINT LYING AT THE INTERSECTION OF THE CENTERLINE OF N.W. 87TH AVENUE AND THE WESTERLY PROLONGATION OF THE SOUTH LINE OF SAID TRACT 1; THENCE NORTH 00°04'32" EAST ALONG SAID CENTERLINE OF N.W. 87TH AVENUE FOR A DISTANCE OF 327.72 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N.W. 52ND STREET; THENCE SOUTH 88°37'50" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 942.50 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 94.25 FEET TO A POINT OF TANGENCY; SAID POINT LYING ON THE CENTERLINE OF N.W. 84TH AVENUE; THENCE NORTH 01°22'10" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 1157.54 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 94.25 FEET TO A POINT OF TANGENCY; SAID POINT LYING ON THE CENTERLINE OF N.W. 53RD TERRACE, THENCE NORTH 88°37'50" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 128.46 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE WEST LINE OF SAID TRACT 20; THENCE NORTH 01°22'10" EAST ALONG SAID SOUTHERLY PROLONGATION, THE WEST LINE OF SAID TRACT 20 AND THE NORTHERLY PROLONGATION THEREOF FOR A DISTANCE OF 376.10 FEET TO A POINT LYING ON THE CENTERLINE OF N.W. 54TH STREET; THENCE SOUTH 88°35'49" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 469.99 FEET; THENCE CONTINUE ALONG SAID CENTERLINE SOUTH 88°34'40" EAST FOR A DISTANCE OF 1322.61 FEET; THENCE CONTINUE ALONG SAID CENTERLINE SOUTH 88°34'40" EAST FOR 748.10 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE EAST LINE OF SAID TRACT 38; THENCE SOUTH 01°21'30" WEST ALONG SAID NORTHERLY PROLONGATION, SAID EAST LINE AND SOUTHERLY PROLONGATION THEREOF TO A POINT LYING ON THE CENTERLINE OF N.W. 53RD STREET; THENCE NORTH 88°38'30" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 18.92 FEET TO THE INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE WEST LINE OF THE EAST 34.02 FEET OF SAID TRACT D; THENCE SOUTH 01°21'30" WEST ALONG SAID NORTHERLY PROLONGATION AND WEST LINE OF THE EAST 34.02 FEET OF TRACT D FOR A DISTANCE OF 312.21 FEET TO A POINT LYING ON THE SOUTH LINE OF SAID TRACT D; THENCE NORTH 88°39'27" WEST FOR A DISTANCE OF 713.72

EXHIBIT "1" (Continued)

LEGAL DESCRIPTION: TRACT A (CONTINUED)

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

LEGAL DESCRIPTION: TRACT B

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

FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 22, SAID POINT LYING AT THE INTERSECTION OF THE CENTERLINE OF N.W. 87TH AVENUE AND THE CENTERLINE OF N.W. 54TH STREET, THENCE SOUTH 88°35'49" EAST ALONG THE SAID CENTERLINE OF N.W. 54TH STREET FOR A DISTANCE OF 852.42 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE EAST LINE OF SAID TRACT 19; THENCE SOUTH 01°22'10" WEST ALONG SAID NORTHERLY PROLONGATION AND THE EAST LINE OF SAID TRACT 19 AND THE SOUTHERLY PROLONGATION THEREOF FOR A DISTANCE OF 376.10 FEET TO THE INTERSECTION WITH THE CENTERLINE OF N.W. 53RD TERRACE; THENCE SOUTH 88°37'50" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 128.48 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 80.00 FEET, AND A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 94.25 TO A POINT OF TANGENCY; SAID POINT LYING ON THE CENTERLINE OF N.W. 84TH AVENUE; THENCE SOUTH 01°22'10" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 1157.54 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 94.25 FEET TO A POINT OF TANGENCY; SAID POINT LYING ON THE CENTERLINE OF N.W. 52ND STREET; THENCE NORTH 88°37'50" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 942.50 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N.W. 87TH AVENUE; THENCE NORTH 00°04'32" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 332.62 FEET; THENCE CONTINUE ALONG SAID CENTERLINE NORTH 00°01'53" EAST FOR A DISTANCE OF 1321.96 FEET TO THE POINT OF BEGINNING, CONTAINING 37.128 ACRES, MORE OR LESS.

EXHIBIT "1" (Continued)

LEGAL DESCRIPTION: TRACT C

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

FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22 SAID POINT LYING AT THE INTERSECTION OF THE CENTERLINE OF N.W. 79TH AVENUE AND THE EASTERLY PROLONGATION OF SAID TRACT E, THENCE NORTH 88°39'27" WEST ALONG THE SAID EASTERLY PROLONGATION OF TRACT E AND THE SOUTH LINE OF TRACT E AND D RESPECTIVELY FOR A DISTANCE OF 609.03 FEET; THENCE NORTH 01°21'30" EAST ALONG THE WEST LINE OF THE EAST 34.02 FEET OF SAID TRACT D AND ITS NORTHERLY PROLONGATION THEREOF FOR A DISTANCE OF 312.21 TO A POINT LYING ON THE CENTERLINE OF N.W. 53RD STREET; THENCE SOUTH 88°38'30" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 18.92 FEET; THENCE NORTH 01°21'30" EAST ALONG THE SOUTHERLY PROLONGATION OF THE WEST LINE OF TRACT 39, THE WEST LINE THEREOF, AND THE NORTHERLY PROLONGATION THEREOF FOR A DISTANCE OF 347.21 FEET TO A POINT LYING ON THE CENTERLINE OF N.W. 54TH STREET; THENCE SOUTH 88°34'40" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 574.16 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N.W. 79TH AVENUE; THENCE SOUTH 00°01'43" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 659.33 FEET TO THE POINT OF BEGINNING, CONTAINING 8.946 ACRES, MORE OR LESS.

EXHIBIT "2"

SECOND AMENDED EXHIBIT "B"

LIST OF PROJECT APPROVAL DOCUMENTS

- I. CITY OF DORAL ORDINANCE NOS 2006-05, 2006-18, 2012-____ and 2016-____.
- II. CONCEPTUAL DEVELOPMENT PLAN.
- III. LAND DEVELOPMENT REGULATIONS IN EFFECT AS OF THE EFFECTIVE DATE.
- IV. PUD REGULATIONS (CITY OF DORAL ORDINANCE NOS. 2006-05, 2012-____ & 2016-_____).
- V. URBAN DESIGN GUIDELINES (PATTERN BOOK, DATED _____)

EXHIBIT "3"

EXHIBIT J

LAND USE EQUIVALENCY MATRIX