

**ORDINANCE NO. 2006-17**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE REZONING OF 51.4254 ± ACRES GENERALLY LOCATED BETWEEN NW 33RD AND 36TH STREETS AND NW 82ND AND THEORETICAL 85TH AVENUES IN THE CITY OF DORAL, MIAMI-DADE COUNTY, FLORIDA FROM IU-2 (INDUSTRIAL) TO PUD (PLANNED UNIT DEVELOPMENT DISTRICT); MODIFYING CONDITION #10 OF RESOLUTION Z-258-88, PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS AND MODIFIED BY RESOLUTION Z-158-98 AND RESOLUTION Z-9-03; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Shoma Homes Village at Doral, Inc. and Village of Doral Commercial, LLC., ("Applicants") have requested approval of rezoning of 51.4254 ± acres generally located between NW 33rd and 36th Streets and NW 82nd and theoretical 85th Avenues in the City of Doral, Miami-Dade County, Florida from IU-2 (Industrial) to PUD (Planned Unit Development District); and

WHEREAS, on August 23, 2006 and September 27, 2006, the City Council held quasi-judicial hearings and received testimony and evidence related to the Application from the Applicants; and

WHEREAS, after careful review and deliberation, including a review of staff's recommendation, the City Council has found that this Application is in compliance with the Code subject to conditions;

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

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

1           **Section 2.**

2           That the rezoning of the subject 51.4254 ± acres generally located between  
3           NW 33rd and 36th Streets and NW 82nd and theoretical 85th Avenues in the City of Doral,  
4           Miami-Dade County, Florida from IU-2 (Industrial) to PUD (Planned Unit Development  
5           District), and modification of Condition #10 of Resolution Z-258-88 passed and adopted by the  
6           Board of County Commissioners and modified by Resolution Z-158-98 and Resolution Z-9-03,  
7           is hereby approved subject to the following conditions proffered by the Applicant and accepted  
8           by the City:

9           1. That the Applicants shall provide an easement for a future Miami-Dade public transit bus  
10           stop and shall construct a bus stop shelter in accordance with City design standards;

11           2. That the Applicants shall submit a uniform sign program to staff prior to the approval of  
12           the first site plan;

13           3. That the Applicants shall realign the western half of NW 82nd Avenue providing for  
14           additional turn movements of the southern portion of the property;

15           4. That the Applicants shall provide a vehicular connecting plan that depicts a proposed  
16           road/drive that cuts through the Carnival Cruise Line property to the existing access drive that  
17           terminates at NW 36th Street. The Applicants shall also continue to work with Carnival Cruise  
18           Line and the City, in good faith, to secure a connection through the Carnival Cruise Line  
19           property;

20           5. That the Applicants shall acquire approval of the Notice of Proposed Change (NOPC)  
21           from the Department of Community Affairs;

22           6. That the Applicants shall provide adequate security (on site) during the entire time of  
23           construction between the hours of 7:00 p.m. and 7:00 a.m., Monday through Friday and 24  
              hours during weekends and holidays.

1           **Section 3.**     The approval of the rezoning to PUD (Planned Unit Development District)

2 referenced above is specifically subject to the acceptance and enforcement of the Mast  
3 Development Agreement (MDA) and its terms and conditions including but not limited to  
4 Paragraph 6, Consistency With Comprehensive Plan. The MDA is attached hereto and  
5 incorporated herein as Exhibit "1" to this Ordinance.

6           **Section 4.**     Repeal of Conflicting Ordinances.

7           All prior ordinances or resolutions or parts thereof in conflict herewith are hereby  
8 repealed to the extent of such conflict.

9           **Section 5.**     Severability.

10          Should any part, term or provision of this Ordinance be by the courts decided to be  
11 invalid, illegal or in conflict with any law of this State, the validity of the remaining portions  
12 or provision shall not be affected thereby.

13          **Section 6.**     Effective Date.

14          This Ordinance shall become effective upon the approval of the City Council.

15          This Ordinance shall become effective immediately upon adoption by the City Council.

16          A motion to approve the application was offered by Vice Mayor Cabrera, who moved its  
17 adoption. The motion was seconded by Councilman DiPietro and upon being put to a vote, the  
18 vote was as follows:

19	Mayor Juan Carlos Bermudez	<u>yes</u>
20	Vice Mayor Peter Cabrera	<u>yes</u>
21	Councilmember Michael DiPietro	<u>yes</u>
22	Councilwoman Sandra Ruiz	<u>yes</u>
23	Councilmember Robert Van Name	<u>yes</u>
24		

25          If any section, part of section, paragraph, clause, phrase or word of this Resolution is  
26 declared invalid, the remaining provisions of this Resolution shall not be affected.




1 PASSED ON 1ST READING this 28<sup>th</sup> day of June, 2006.

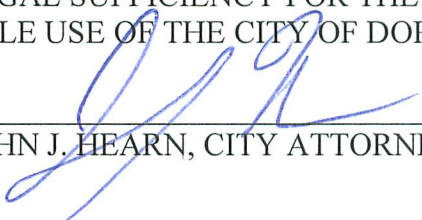
2 PASSED AND ADOPTED this 27<sup>th</sup> day of September, 2006.

3  
4   
5 \_\_\_\_\_  
6 JUAN CARLOS BERMUDEZ, MAYOR

7 ATTEST:

8   
9 \_\_\_\_\_  
10 CITY CLERK

11 APPROVED AS TO FORM AND  
12 LEGAL SUFFICIENCY FOR THE  
13 SOLE USE OF THE CITY OF DORAL:

14   
15 \_\_\_\_\_  
16 JOHN J. HEARN, CITY ATTORNEY



**MASTER DEVELOPMENT AGREEMENT  
FOR PARK SQUARE AT DORAL**

27<sup>th</sup> This Master Development Agreement ("Agreement") is made and entered into as of the day of September, 2006 by and between the City of Doral, Florida a municipal corporation with an address of 8300 N.W. 53<sup>rd</sup> Street, Doral, Florida 33166 ("City") and SHOMA HOMES VILLAGE AT DORAL, INC. and VILLAGE AT DORAL COMMERCIAL, LLC, both with an address of 5835 Blue Lagoon Drive, 4<sup>th</sup> Floor, Miami, Florida 33126 (collectively "Owner").

**RECITALS:**

WHEREAS, Owner owns the property, consisting of approximately 51.4254± gross acres of land in the City of Doral, (the "Property"), the legal description of which is attached hereto as Exhibit A; and

WHEREAS, Owner has proposed in an application to rezone the Property to the PUD District ("Zoning Application") and to develop the Property with the planned uses for a development to be known as Park Square at Doral (the "Project") described in Exhibit B attached hereto; and

WHEREAS, Owner has filed applications for development approvals relating to the Property, including the Zoning Application, and a Notice of Proposed Change ("NOPC") to develop the Project, (collectively the "Applications"), with the City's Community Development Department; and

WHEREAS, pursuant to the applicable City of Doral Code ("Code") provisions, the site plan for the Property submitted with the Application has undergone review by the City's Council ("Council") and has been approved by the Council; and

WHEREAS, the Council adopted City of Doral Ordinance No. 2006-05 ("PUD Ordinance") establishing the PUD District, and providing for the entering into master development agreements; and

WHEREAS, this Agreement is intended to and shall constitute a master development agreement among the parties pursuant to Section 7(B) of the PUD Ordinance; and

WHEREAS, on September 27, 2006, the City Council conducted a public hearing on the Property and has determined that the Project and this Agreement are consistent with the City's Comprehensive Plan and the City Code and the Owner and the City mutually decided that the Property be redeveloped as a mixed-use development under the PUD Ordinance; and

WHEREAS, in order to address the overall development of the Property, the City has determined that it is in the best interest of the City to address the issues covered by this Agreement in a comprehensive manner in compliance with all applicable laws, rules and regulations of the City, and to allow the Owner to proceed with the development of the Project in accordance with existing laws and policies, subject to the terms hereof, and the City and Owner have agreed to enter into this Agreement.



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

1. Recitals. The foregoing recitations are true and correct and are incorporated herein by reference.

2. The Project. A description of the Project, including densities and building intensities, is attached to this Agreement as Exhibit B.

3. Property. The Property is an irregularly-shaped parcel of land consisting of approximately 51.4254± acres. The Property is bordered on the north by NW 36<sup>th</sup> Street, on the South by NW 33<sup>rd</sup> Street, on the east by NW 82<sup>nd</sup> Avenue and on the west by theoretical NW 85<sup>th</sup> Avenue, in the City of Doral, Miami-Dade County, Florida.

4. Applications for Development Approvals. The Owner, after the effective date of this Agreement, will initiate and pursue all applications for development permits. The City shall process all development permit applications which are consistent with this Agreement and applicable laws, and shall timely cooperate with the Owner in processing all necessary development permit applications with Federal, County and State agencies as needed.

5. Laws Governing this Agreement. The City's laws and policies governing the development of the Project and the Property at the time of the execution of this Agreement shall govern the development of the Project and the Property for the duration of this Agreement. The City may apply subsequently adopted laws and policies to the Project only as otherwise permitted or required by this Agreement.

6. Consistency with the Comprehensive Plan. The City has adopted a new Comprehensive Plan. The City hereby finds and declares that the provisions of this Agreement dealing with the Property and the Project are consistent with the new Comprehensive Plan and the City's adopted land development regulations. However, the newly adopted City of Doral Comprehensive Plan has been found to be inconsistent with Chapter 163, Florida Statutes, and has been challenged by a third party for reasons unrelated to this Project and the Property. Therefore, in the interim, until the newly adopted City of Doral Comprehensive Plan is found to be consistent and becomes effective, or the currently effective plan is amended to make the residential component consistent, the City hereby finds that the commercial and industrial portions of the Project are consistent with the City's Comprehensive Plan now in effect. Notwithstanding any provision to the contrary regarding the effective date of this Agreement, the provisions of this Agreement governing the residential components of the Project, including the provision entitled Schools, shall not become effective until the newly adopted Comprehensive Plan becomes effective, or the currently effective plan is amended to make the residential component consistent, at which time, the terms of this Agreement governing the residential portion of the Project shall become immediately effective without the need for further action on behalf of the City or the Owner.



In the interim, Owner is filing an application to amend the Comprehensive Development Master Plan now in effect to create a Downtown Mixed Use ("DMU") land use category and to amend the Future Land Use Map currently governing the Property to designate the Property as DMU. Notwithstanding the foregoing, the City is not obligated to issue building permits for the portion of the Project depicted for residential development until that portion of the Property is consistent with the then governing Comprehensive Development Master Plan.

7. Public Facilities and Concurrency. Owner and City anticipate that the Project will be served by those roadway transportation facilities currently in existence as provided by State, County and City roadways. It is also anticipated that the Project will be served by the public transportation facilities currently in existence, including those provided by Miami-Dade County, and other governmental entities as may presently operate public transportation services within the area. Sanitary sewer, solid waste, drainage and portable water services for the Project are expected to be those services currently in existence and owned and operated by the Miami-Dade County Water and Sewer Authority Department.

8. Pattern Book for Park Square Doral. As part of the Applications, Owner has submitted a pattern book for Park Square at Doral ("Pattern Book"). This Pattern Book may be viewed at the Government Offices of the City of Doral located at 8300 N.W. 53<sup>rd</sup> Street, Doral, Florida 33166. The Pattern Book is incorporated into this Agreement as a guideline for development of the Property, and may not be amended unless approved by the parties to this Agreement, or their successors and/or assigns, with the same formalities as this Agreement.

9. Dimensional Requirements. The minimum lot area for residential units is as set forth in the Pattern Book.

10. Landscaping, Parking and Signs Requirements. The Property shall meet all City of Doral landscaping and parking requirements as provided in the Pattern Book. Signage for the Property shall be in accordance with that illustrated on Exhibit "E" attached.

11. Project Phasing. The proposed phasing of the Project is as described in the Pattern Book referenced in paragraph 8 above.

12. Maintenance of Common Areas. The residential portion of the Property shall be maintained by a condominium/homeowners' association. The commercial and office portion shall be maintained by a property owners' association. The homeowners and property owners association shall belong to a master association for the Property. Substantial amendments to the maintenance provisions of the master association documents shall require review by the City Manager or its designee to ensure that the association maintains the assessment and lien rights to ensure that the property is properly maintained.

13. Schools. As part of development of the Project, the City and the Owner mutually desire to address impacts on the educational facilities located within the City of Doral. In that regard, the City and Owner mutually agree to work together to establish a public or private



school (including charter school) in the general vicinity of the Project. Owner has acquired a 4.01± acre parcel of land located at theoretical NW 31<sup>st</sup> Street between NW 84<sup>th</sup> Avenue and NW 85<sup>th</sup> Avenue in the City of Doral, Florida currently designated Folio No. 35-3027-039-0030 ("Proposed School Site"). Owner and the City mutually desire that such Proposed School Site be utilized for an educational facility. In that regard, Owner and the City mutually agree to continue to work together in good faith to establish an educational facility on the Proposed School Site that is agreeable to both parties, and if necessary, Owner will apply to the City of Doral for approval to permit an educational facility on the Proposed School Site. The parties will work together to address the impacts on educational facilities as outlined below under subsections (i) and (ii) of this paragraph.

The parties further mutually agree that any conveyance, construction or operation of an educational facility contain a reversionary interest to the Owner in the event that such use is discontinued. The City and Owner agree that the City shall, by January 1, 2008, advise whether the City will establish a municipal charter school for which educational facilities impact fee credits are available for the Proposed School Site. The parties may extend this date in writing.

Miami-Dade County and the Miami-Dade County School Board educational facilities impact fee currently govern and are anticipated to continue to govern development of the Property. The existing educational facilities impact fee ordinance (Section 33K-9, Miami-Dade County Code of Ordinances; the "School Fee") is currently estimated to generate educational facilities impact fees against the Project when applied using the criteria provided in Exhibit I) in the amount of one million five hundred fifty-seven thousand three hundred sixty dollars (\$1,557,360.00 the "Educational Impact Fee Amount").

(a) In order to address the impact of the proposed development on the educational facilities in the City of Doral, Owner has agreed to provide a donation to the City of Doral in the amount of \$800,000 ("Donation") to be used by the City of Doral as the City deems appropriate, so long as the Donation is used for educational purposes. The Donation shall be payable as follows:

(i) \$400,000 at the time of issuance of the permit for the first residential dwelling unit; and

(ii) \$400,000 at the time of issuance of the permit for the 500<sup>th</sup> residential dwelling unit.

(b) The Owner agrees to give the City the option to purchase the Proposed School Site from Owner at the then appraised value of the Proposed School Site less any impact fee credits for which Owner receives for the Proposed School Site, with the term of this offer expiring as of the latter of January 1, 2008 or the issuance of the building permit for the 500<sup>th</sup> residential dwelling unit within the Project (the "Charter School Option Term"), recognizing that such term may be further extended by mutual agreement of the parties, in writing. In the alternative, the Owner may at its discretion elect to dedicate or otherwise convey the Proposed



School Site to the Miami-Dade County School Board in lieu of impact fees or other consideration. In either event, Owner shall still provide the City of Doral with the \$800,000 Donation outlined above.

(c) In the event the City does not exercise its option during the Charter School Option Term, Owner may sell, convey, transfer or otherwise dispose of the Proposed School Site without any further obligation related to the Proposed School Site under this Agreement.

14. Newsracks. The City has adopted Ordinance No. 2006-09 regulating the appearance of newsracks within the municipal boundaries. Newsracks within the Project will comply with City's Ordinance No. 2006-09.

15. Recording of the Development Agreement. Within thirty (30) days after the City executes this Agreement, the City shall record this Agreement with the Clerk of the Circuit Court of Miami-Dade County. The Owner agrees that it shall be responsible for all recording fees and other related fees and costs related to the recording and delivery of this Agreement as described in this section. The provisions hereof shall remain in full force and effect during the term hereof, and, subject to the conditions of this Agreement, shall be binding upon the undersigned and all successors in interest to the parties to this Agreement. Whenever an extension of any deadline is permitted or provided for under the terms of this Agreement, at the request of the either party, the other party shall join in a short-form recordable memorandum confirming such extension to be recorded in the public records of Miami-Dade County.

16. Term of Agreement. (a) This Agreement shall terminate ten (10) years from the effective date. (b) In addition to the foregoing, the term of this Agreement may be extended by mutual agreement of the City and Owner. No notice of termination shall be required by either party upon the expiration of this Agreement and thereafter the parties hereto shall have no further obligations under this Agreement.

17. Phasing. Owner shall commence development of the Project after the effective date of this Agreement in accordance with the Pattern Book described in paragraph 8, above.

The City will review the existing public facilities and services at each phase of the Project to ensure that they are adequate and satisfy the concurrency requirements for that phase and Owner shall be permitted to complete the Project as set forth in this Agreement, prior to the Agreement's termination date.

18. Security During Construction. During construction of the Project, Owner shall provide security to those phases under construction from 7:00pm to 7:00 am, Monday through Friday, and 24 hours per day on weekends.

19. Other Approvals. The parties hereto recognize and agree that certain provisions of this Agreement require the City and/or its boards, departments or agencies, acting in their governmental capacity, to consider governmental actions, as set forth in this Agreement. All such



considerations and actions shall be undertaken in accordance with established requirements of state statutes and county ordinances, in the exercise of the City's jurisdiction under the police power.

20. No Permit. This Agreement is not and shall not be construed as a development permit, or authorization to commence development, nor shall it relieve Owner of the obligations to obtain necessary development permits that are required under applicable law and under and pursuant to the terms of this Agreement.

21. Good Faith; Further Assurances; No Cost. The parties to this Agreement have negotiated in good faith. It is the intent and agreement of the parties that they shall cooperate with each other in good faith to effectuate the purposes and intent of, and to satisfy their obligations under, this Agreement in order to secure to themselves the mutual benefits created under this Agreement; and, in that regard, the parties shall execute such further documents as may be reasonably necessary to effectuate the provisions of this Agreement; provided, that the foregoing shall in no way be deemed to inhibit, restrict or require the exercise of the City police power or actions of the City when acting in a quasijudicial capacity. Wherever in this Agreement a provision requires cooperation, good faith or similar effort to be undertaken at no cost to a party, the concept of no cost shall not be deemed to include any cost of review (whether legal or otherwise), attendance at meetings, hearings or proceedings and comment and/or execution of documents, all such costs to be borne by the party receiving a request to so cooperate, act in good faith or so forth.

22. Omissions. The parties hereto recognize and agree that the failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner of the necessity of complying with the law governing said permitting requirements, conditions, term or restriction notwithstanding any such on-omission.

23. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight courier (such as Federal Express) or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope, and addressed as follows:

If to the

City at: City Manager  
City of Doral  
8300 N.W. 53<sup>rd</sup> Street  
Doral, Florida 33166

With a copy to:

City Attorney  
City of Doral  
8300 N.W. 53<sup>rd</sup> Street, Suite 100  
Doral, Florida 33166

If to Owner at:

Shoma Homes Village at Doral, Inc. and



Village at Doral Commercial, LLC  
5835 Blue Lagoon Drive, 4<sup>th</sup> Floor  
Miami, Florida 33126

With a copy to:

Stanley B. Price, Esq., Carter N. McDowell, Esq.  
and Brian S. Adler, Esq.  
Bilzin Sumberg Baena Price & Axelrod LLP  
200 S. Biscayne Blvd. Suite 2500  
Miami, Florida 33131

And a copy to:

Richard L. Schanerman, Esq.  
Akerman Senterfitt  
One Southeast Third Avenue, 28th Floor  
Miami, Florida 33131

Notices personally delivered or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given three (3) days after deposit in the US mail. The terms of this Section shall survive the termination of this Agreement.

24. Construction. (a) This Agreement shall be construed and governed in accordance with the laws of the State of Florida, all of the 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, and venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida. (b) In construing this Agreement, the use of any gender shall include every other and all genders, and captions and section and paragraph headings shall be disregarded. (c) All of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.

25. Severability. In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

26. Litigation. In the event of any litigation between the parties under this Agreement for a breach hereof, the prevailing party shall be entitled to reasonable attorney's fees and court costs at all trial and appellate levels. The terms of this paragraph shall survive the termination of this Agreement.

27. Time of Essence. Time shall be of the essence for each and every provision hereof.

28. Entire Agreement. This Agreement, together with the documents referenced herein, constitute the entire agreement and understanding among the parties with respect to the

subject matter hereof, and there are no other agreements, representations or warranties other than as set forth herein. This Agreement may not be changed, altered or modified except by an instrument in writing; signed by the party against whom enforcement of such change would be sought and subject to the requirements for the amendment of development agreements in the Act.

29. Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, riot, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, excluding the financial inability of such party to perform and excluding delays resulting from appeals or rehearings commenced by the Owner (any such causes or events to be referred to herein as a "Force Majeure"), shall excuse the performance by such party for a period equal to any such period of prevention, delay or stoppage.

Signed, sealed, executed and acknowledged this 27<sup>th</sup> day of September 2006.

WITNESSES:

Print Name: Ana Uribe

Print Name: Annette Hernandez

WITNESSES:

Print Name: Ana Uribe

Print Name: Annette Hernandez

Attest:

By: Barbara Hewitt

Clerk

SHOMA HOMES VILLAGE AT DORAL,  
INC., a Florida Corporation

By: Masoud Shojaee

Director

VILLAGE AT DORAL COMMERCIAL,  
LLC, a Florida limited liability company

By: Masoud Shojaee

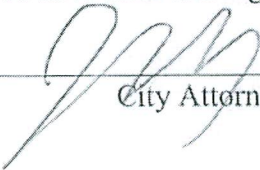
Manager

CITY OF DORAL, FLORIDA

By: Sergio Purinos

City Manager

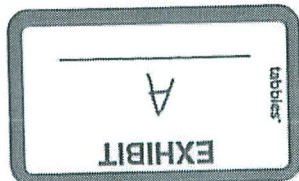
Approved as to form and legal sufficiency

  
\_\_\_\_\_  
City Attorney



**LEGAL DESCRIPTION:**  
 A PORTION OF TRACTS 20, 21, 22, 23, 24, 25, 26 & 27 OF "FLORIDA FRUIT  
 LANDS COMPANY'S SUBDIVISION NO. 1", IN SECTION 27, TOWNSHIP 53  
 SOUTH, RANGE 40 EAST ACCORDING TO THE PLAT THEREOF AS  
 RECORDED IN PLAT BOOK 2 AT PAGE 17 OF THE PUBLIC RECORDS OF  
 MIAMI-DADE COUNTY, FLORIDA, TOGETHER WITH A PORTION OF TRACTS  
 "B", "C" & "D" OF "DORAL CONDOURSE" ACCORDING TO THE PLAT THEREOF  
 AS RECORDED IN PLAT BOOK 156, AT PAGE 27 OF THE PUBLIC  
 RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY  
 DESCRIBED AS FOLLOWS:  
 BEGIN AT THE NORTHEAST CORNER OF TRACT "A" OF "CORPORATE  
 OFFICE PARK PHASE I" ACCORDING TO THE PLAT THEREOF AS  
 RECORDED IN PLAT BOOK 135, AT PAGE 9 OF THE PUBLIC RECORDS OF  
 MIAMI-DADE COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE NORTH  
 LINE OF TRACT 27 OF SAID "FLORIDA FRUIT LANDS COMPANY'S  
 SUBDIVISION NO. 1", THENCE S89°57'20"E ON THE NORTH LINE OF SAID  
 TRACT 27 FOR 543.73 FEET TO THE NORTHEAST CORNER OF SAID  
 TRACT 27, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF TRACT  
 21; THENCE N01°42'25"W ON THE WEST LINE OF SAID TRACTS 21 AND  
 20 FOR 379.56 FEET TO A POINT ON THE WESTERLY LINE OF TRACT  
 20, SAID POINT ALSO BEING ON A LINE 50.00 FEET NORTH OF AND  
 PARALLEL TO THE SOUTH LINE OF TRACT 20; THENCE S89°56'47"E ON  
 SAID PARALLEL LINE 423.58 FEET;  
 THENCE N00°03'13"E 242.93 FEET; THENCE N89°56'47"W 48.01 FEET;  
 THENCE N00°03'13"E 295.16 FEET TO A POINT ON THE SOUTHERLY  
 RIGHT-OF-WAY LINE OF NW 36TH STREET; THENCE S89°55'42"E 39.54  
 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT ON THE  
 ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEAST, THE RADIUS POINT  
 OF WHICH BEARS S64°53'26"E; THENCE N08°56'47"E ALONG THE  
 ARC OF SAID CURVE, HAVING A RADIUS OF 27.00 FEET AND THROUGH  
 A CENTRAL ANGLE OF 64°57'44", FOR AN ARC DISTANCE OF 30.61 FEET  
 TO A POINT OF TANGENCY ON THE NORTH LINE OF TRACT "B"; THENCE  
 S89°55'42"E ON SAID NORTH LINE AND ON THE NORTH LINE OF SAID  
 TRACT "C" 508.07 FEET; THENCE S00°04'18"W 310.55 FEET; THENCE  
 N89°56'47"W 84.99 FEET; THENCE S00°03'13"W 387.01 FEET TO THE  
 POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE  
 NORTHEAST; THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE  
 HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF  
 90°00'00" FOR AN ARC DISTANCE OF 39.27 FEET TO A POINT OF  
 TANGENCY; THENCE S89°56'47"E 398.70 FEET TO A POINT ON THE  
 EAST LINE OF TRACT "C" AND A POINT ON THE WEST RIGHT-OF-WAY  
 LINE OF NORTHWEST 82ND AVENUE AND A POINT ON A LINE 34.00  
 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE NORTHWEST  
 1/4 OF SECTION 27, TOWNSHIP 53 SOUTH, RANGE 40 EAST; THENCE  
 S01°39'59"E ALONG SAID PARALLEL LINE 1141.16 FEET TO A POINT OF  
 INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE NORTHWEST THE  
 RADIUS POINT OF WHICH BEARS N44°31'22"W; THENCE SOUTHWESTERLY  
 ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND  
 THROUGH A CENTRAL ANGLE OF 44°32'25" FOR AN ARC DISTANCE OF  
 19.43 FEET TO A POINT OF TANGENCY WITH THE NORTHERLY  
 RIGHT-OF-WAY LINE OF NW 33RD STREET; THENCE NORTH 89°58'57"  
 WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 719.17 FEET TO A  
 POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE  
 NORTHEAST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE,  
 HAVING A RADIUS OF 950.00 FEET THROUGH A CENTRAL ANGLE OF  
 26°00'00" FOR AN ARC DISTANCE OF 431.10 FEET TO A POINT OF  
 TANGENCY; THENCE CONTINUE ON SAID NORTHERLY RIGHT-OF-WAY LINE  
 NORTH 63°58'57" WEST 290.22 FEET TO A POINT OF CURVATURE OF A  
 CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE WESTERLY  
 ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1050.00 FEET  
 THROUGH A CENTRAL ANGLE OF 24°47'59" FOR AN ARC DISTANCE OF  
 454.48 FEET TO THE SOUTHEAST CORNER OF AFORESAID TRACT "A";  
 THENCE NORTH 00°02'40" EAST 609.20 FEET TO THE NORTHEAST  
 CORNER OF SAID TRACT "A" AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 2.240,099 SQUARE FEET, 51.425+ ACRES.



## EXHIBIT B

### PROJECT LAND USES, DENSITIES AND INTENSITIES

The Project includes the following described development permitted on the Property as described in Exhibit A attached to this Agreement.

Residential Use. The Property will be developed with up to 927 residential units, including up to 585 mid-rise units, up to 257 town home units, up to 61 carriage homes and 24 loft units as defined in the Pattern Book, or such of the mix of 927 units mutually acceptable to the City and the Owner.

Office Use. Proposed development of this parcel is for up to 218,880± square feet of office space permitting all uses generally permitted in the City's industrial district for office buildings. Proposed maximum height is 11 stories or 151 feet.

Commercial Use. Proposed development of up to 157,300± square feet of commercial use, including all retail and restaurant uses permitted in the City of Doral with the exception of:

- (a) Adult entertainment.
- (b) Boat sales.
- (c) Fortune tellers, astrologers, and palm readers.
- (d) Funeral homes.
- (e) Greenhouses and nurseries (wholesale)
- (f) Laundry/dry cleaning plants.
- (g) Motor vehicle repair facilities.
- (h) Motor vehicle service centers.
- (i) Pawn shops.
- (j) Tattoo parlors.
- (k) Veterinary clinics.

## **EXHIBIT C**

### **LIST OF REQUIRED DEVELOPMENT PERMITS**

Miami-Dade County Department of Environmental Resource Management Permits

City of Doral Public Works Department Permits

Miami-Dade Water and Sewer Authority Department Approval and permits

Certificates of Use and Occupancy

Such other permits as may be required by Federal, State and local law.



## **EXHIBIT D**

### **PUBLIC FACILITIES**

The Project will be serviced by those roadway transportation facilities currently in existence as provided by State, County and local roadways. The Project will also be serviced by public transportation facilities currently in existence, as provided by Miami-Dade County, the Florida Department of Transportation, and such other governmental entities as may presently operate public transportation services within the area of the Project. Sanitary sewer, solid waste, drainage, and potable water services for the Project shall be those services currently in existence and owned or operated by Miami-Dade County, and/or the Miami-Dade County Water and Sewer Authority Department. The Project shall be serviced by those existing educational facility owned or operated by the Miami-Dade Public Schools District, and shall be serviced by those existing parks and recreational facilities located in Doral owned or operated by the United States Government, by the State of Florida, by Miami-Dade County, and by the City.

The Project will also be serviced by any and all public facilities that are described in the City's Comprehensive Plan specifically including but not limited to those facilities described in the Comprehensive Plan's Transportation, Infrastructure, and Capital Improvements Elements.

This instrument was prepared by:

Name:

G. Frank Quesada, Esquire

Address:

1313 Ponce de Leon Boulevard

Suite 200

Coral Gables, Florida 33134

(Space reserved for Clerk)

**COVENANT RUNNING WITH THE LAND  
IN LIEU OF UNITY OF TITLE  
(Commercial)**

*KNOW ALL BY THESE PRESENTS* that the undersigned Owner hereby makes, declares and imposes on the land herein described, the easement and covenants running with the title to the land, which shall be binding on the Owner, the heirs, successors and assigns, personal representatives, mortgagees, lessees, and against all persons claiming by, through or under them;

*WHEREAS*, Owner holds the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A," attached hereto and made a part hereof, hereinafter called the "Property,"

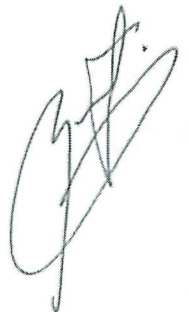
*WHEREAS*, Owner intends to develop said property for:

- ☐ Business Use
- ☐ Office Use
- ☐ Industrial Use

*WHEREAS*, Owner intends to develop the buildings on the Property in a condominium format of ownership and/or in two or more phases, and

*WHEREAS*, Owner intends to develop the buildings on the Property for sale to multiple owners or in a condominium or association format of ownership and/or in two or more phases, and

*WHEREAS*, Owner may wish to convey portions of the property from time to time, and may wish to offer units as condominiums, this instrument is executed in order to assure that the phased development of the property with future multiple ownership, will not violate the Zoning Code of Miami-Dade County.



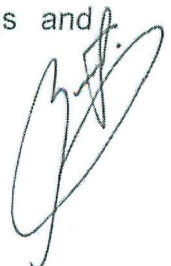


NOW THEREFORE, in consideration of the premises, Owner hereby agrees as follows:

1. The Property will be developed in substantial conformity with the site plan entitled, Doral Business & Office Center, prepared by Behar Font + Partners, P.A. dated the 22nd day of September, 2005.

No modification shall be effected in said site plan without the written consent of the then owner(s) of the Property, and the Director of the Department of Planning and Zoning; provided the Director finds that the modification conforms with the standards established in Section 33-257 of the Code of Miami-Dade County, and provided further, that should the Director withhold such approval, the then owner(s) of the property, shall be permitted to seek such modification by application to modify the plan or covenant at public hearing before the Community Zoning Appeals Board or Board of County Commissioners of Miami-Dade County, Florida, whichever by law has jurisdiction over such matter.

2. If the Property is developed in phases, each phase will be developed in substantial accordance with the site plan.
3. In the event of multiple ownership subsequent to said site plan approval, each of the subsequent owners, mortgagees and other parties in interest shall be bound by the terms, provisions and conditions of this instrument. Owner further agrees that it will not convey portions of the Property to such other parties unless and until the Owner and such other party or parties shall have executed and mutually delivered in recordable form, and instrument to be known as an "Easement and Operating Agreement" which shall contain, among other things:
  - (i) easements in the common area of each parcel for ingress to and egress from other parcels;
  - (ii) easements in the common area of each parcel for the passage and parking of vehicles;
  - (iii) easements in the common area of each parcel for the passage and accommodation of pedestrians;
  - (iv) easements for access roads across the common area of each parcel to public and private roadways;
  - (v) easements for the installation, use, operation, maintenance, repair, replacement, relocation and removal of utility facilities in appropriate areas in each such parcel;
  - (vi) easements on each such parcel for construction of buildings and improvements in favor of each such other parcel;

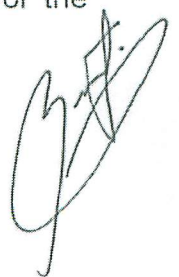
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- (vii) easements upon each such parcel in favor of each adjoining parcel for the installation, use, maintenance, repair, replacement and removal of common construction improvements such as footings, supports and foundations;
- (viii) easements on each parcel for attachment of buildings;
- (ix) easements on each such parcel for building overhangs, other overhangs and projections encroaching upon such parcel from adjoining parcel such as, by way of example, marquees, canopies, lights, lighting devices, awnings, wing walls and the like;
- (x) appropriate reservation of rights to grant easements to utility companies;
- (xi) appropriate reservation of rights to dedicate road rights-of-way and curb cuts;
- (xii) easements in favor of each such parcel for pedestrian and vehicular traffic over dedicated private ring roads and access roads; and
- (xiii) appropriate agreements between the owners of the several parcels as to the obligation to maintain and repair all private roadways, parking facilities, common areas and the like.

The easement provisions or portions thereof, may be waived by the Director of the Department of Planning and Zoning if they are not applicable to the subject application. When executed, the Easement and Operating Agreement shall not be amended without the prior written approval of the Office of the County Attorney of Miami-Dade County. Such Easement and operating Agreement may contain such other provisions with respect to the operation, maintenance and development of the Property as to which the parties thereto may agree, all to the end that although the property may have several owners, it will be constructed, conveyed, maintained and operated in accordance with the approved site plan.

4. The provisions of this instrument shall become effective upon their recordation in the public records of Miami-Dade County, Florida, and shall continue in effect for a period of thirty (30) years after the date of such recordation, after which time they shall be extended automatically for successive periods of ten (10) years each, unless released in writing by the then owners of the Property and the Director of the Department of Planning and Zoning acting for and on behalf of Miami-Dade County, Florida, upon the demonstration and affirmative finding that the same is no longer necessary to preserve and protect the property for the purposes herein intended.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a combination of initials and a surname.



5. The provisions of this instrument may be amended, modified or released by a written instrument executed by the then Owner or Owners of all of the Property, with joinders by all mortgagees, if any, provided the same is also approved by the Director of the Miami-Dade Department of Planning and Zoning, or his successor. Should this Declaration of Restrictive Covenants be so modified, amended, or released, the Director of the Department of Planning and Zoning or his successor, shall forthwith execute a written instrument effectuating and acknowledging such amendment, modification or release.
6. Enforcement shall be by action against any parties or persons violating or attempting to violate any covenants. The prevailing party to any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements, allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.
7. Invalidation of any of these covenants by judgment of Court shall not affect any of the other provisions, which shall remain in full force and effect.
8. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.
9. In the event of a violation of this Declaration, in addition to any other remedies available, Miami-Dade County is hereby authorized to withhold any future permits, and refuse to make any inspections or grant any approval, until such time as this Declaration is complied with.
10. This Declaration shall be recorded in the public records of Miami-Dade County at the Owner's expense.

[Execution Pages Follow]



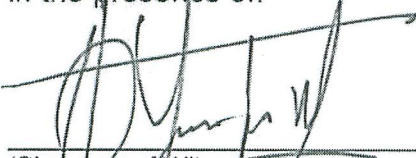


ACKNOWLEDGEMENT CORPORATION

Signed, witnessed, executed and acknowledged on this 15<sup>th</sup> day of September, 2006.

IN WITNESS WHEREOF, B & JCM Doral Development, LLC, a Florida limited liability company, has caused these presents to be signed in its name by its proper officials.

Signed, sealed and delivered  
in the presence of:



(Signature of Witness)

HERNAN ZUMTA

(Print Name of Witness)

B & JCM Doral Development, LLC,  
a Florida limited liability company

By: Bentel Corporation, a Florida corporation  
its Managing Member




(Signature of Witness)

FELIX MARCO

(Print Name of Witness)


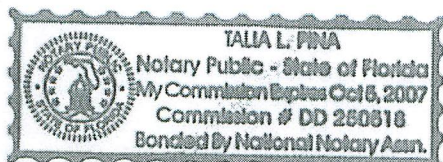
By:

  
Benito M. Irastorza, President PR.

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Benito M. Irastorza, well known to me to be the President of Bentel Corporation, Inc., a Florida corporation which executed said instrument as Managing Member of B & JCM Doral Development, LLC, a Florida limited liability company, or who has produced FDL # I 623-073-61-250-0 as identification and who did take an oath and acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

15<sup>th</sup> WITNESS my hand and official seal in the County and State last aforesaid this day of September, 2006.

  
TALIA L. PINA  
(Print Name)

My Commission expires: OCT 5, 2007



STATE OF FLORIDA

IN SENATE, January 10, 1907.

REPORT OF THE COMMISSIONER OF THE LANDS AND MINES, FOR THE YEAR 1906.

ALBION S. HARRIS, Commissioner.

PRINTED BY THE STATE OF FLORIDA, 1907.

RECEIVED JAN 15 1907

STATE OF FLORIDA

REPORT OF THE COMMISSIONER OF THE LANDS AND MINES, FOR THE YEAR 1906.

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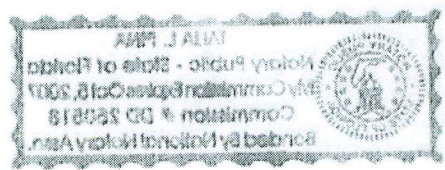


EXHIBIT "A"

LEGAL DESCRIPTION

Parcel I:

Tract A of Tabor Commercial, according to the plat thereof, as recorded in Plat Book 146, Page 72, of the Public Records of Miami-Dade County, Florida

Parcel II:

All of Tract B of Tabor Corporate Center, according to the plat thereof, as recorded in Plat Book 153, at Page 45 of the Public Records of Miami-Dade County, LESS AND EXCEPTING:

Begin at the Northeast corner of Tract A of said Tabor Corporate Center; thence N89deg42min50secE along a line parallel with and 233.44 feet North of the most southerly line of said Tract B for 306.53 feet to a point of intersection with the East line of said Tract B; thence S01deg44min58secE along said East line for a distance of 233.52 feet to the most southeasterly corner of said Tract B; thence S89deg42min50secW along the most southerly line of said Tract B for a distance of 306.54 feet to the Southeast corner of Tract A of said Tabor Corporate Center; thence N01deg44min50secW along the East line of said Tract A for 233.52 feet to the POINT OF BEGINNING.