

CFN 2018R0529756  
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 HARVEY RUVIN, CLERK OF COURT  
 MIAMI-DADE COUNTY, FLORIDA

This Instrument was Prepared by:

Tracy R. Slavens, Esq.  
 Holland & Knight LLP  
 701 Brickell Avenue, Suite 3300  
 Miami, Florida 33131

**MASTER DEVELOPMENT AGREEMENT  
 DORAL SQUARE**

THIS DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into this 20 day of August, 2018, by Doral Court Development, LLC, a Delaware limited liability company, with an address of 80 SW 8 Street, Suite 2200, Miami, FL 33130 ("**Doral Court Owner**") and Doral Court Retail Investments, LLC, a Florida limited liability company, with an address of 2655 S. Bayshore Drive, Suite 1020, Miami, FL 33133 ("**Retail Owner**") (Doral Court Owner and Retail Owner are collectively referred to as "**Developers**"), and the City of Doral, Florida, a Florida municipal corporation (the "City").

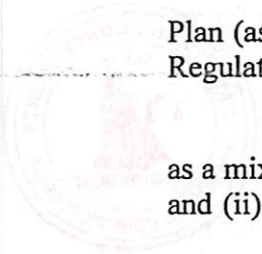
**RECITALS:**

WHEREAS, Doral Court Owner and Retail Owner are the owners of the real property located within the boundaries of the City, the legal description of which is attached hereto and made a part hereof as Exhibit "A" (the "Property");

WHEREAS, the City is a Florida municipal corporation with powers and authority conferred under the Florida Constitution, the Municipal Home Rule Powers Act, Florida Statutes and the Doral City Charter and Code of Ordinances. The City has all governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal and governmental functions, and render municipal services, including the authority to adopt, implement and enforce (together with any other required governmental approvals) comprehensive plans, zoning ordinances, redevelopment plans, and other police power and legislative measures necessary to assure the health, safety and general welfare of the City and its inhabitants.

WHEREAS, the Property is designated "Downtown Mixed Use" on the Comprehensive Plan (as herein defined) and zoned "Downtown Mixed Use" pursuant to the Land Development Regulations (as herein defined);

WHEREAS, the Developers and the City mutually desire that the Property be developed as a mixed-use project with up to (i) 155,000 square feet of business/retail (shopping center) use; and (ii) 150,000 square feet of office and ancillary uses that shall be known as "Doral Square"



(the "Project") and as permitted by the Comprehensive Plan and the Land Development Regulations;

WHEREAS, the shopping center component of the Project is intended to activate the pedestrian experience on Doral Boulevard with a mix of retail, service, restaurant, and related commercial uses; and

WHEREAS, the Developers and the City desire to establish certain terms and conditions relating to the proposed development of the Property and wish to establish certainty as to the ultimate development of the Project, as provided pursuant to Chapter 68, Article V, Division 5 of the City's Land Development Regulations.

WHEREAS, all capitalized terms used in these Recitals are defined in Section 2 or elsewhere in this Agreement.

NOW, THEREFORE, in consideration of the conditions, covenants, and mutual promises hereinafter set forth, the Developers and the City agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference. All exhibits to the Agreement are hereby deemed a part hereof.

2. Definitions.

- a. "City Code" shall mean the Code of Ordinances adopted by the City as of the Effective Date.
- b. "City Council" shall mean the Mayor and City Council of the City of Doral, Florida, the governing body of the City, or any successor commission, board or body in which the general legislative power of the City shall be vested.
- c. "Comprehensive Plan" means the City of Doral Comprehensive Development Master Plan meeting the requirements of Chapter 163, F.S.
- d. "Conceptual Development Plan" is that master development plan contained within the Pattern Book, entitled "DORAL SQUARE PATTERN BOOK," prepared by Touzet Studio and Beame Architectural Partnership, dated stamped received April 17, 2018, and approved by the City pursuant to Ordinance No. 2018-08 on April 25, 2018, as it may be amended from time to time in accordance with this Agreement, which regulates the nature of the streets and blocks and establishes the lots and building sites within the Property and governs the review of all detailed development Site Plans for the Project. The Conceptual Development Plan, as may be amended from time to time in accordance with this Agreement, is on file and available for view at the City of Doral Planning and Zoning Department.
- e. "Developers" means the person(s) undertaking the development of the Property, as defined in the preamble to this Agreement, or any permitted successors, assigns, or heirs thereof that (a) acquire an interest in any portion



of the Property from the Developers pursuant to sale or ground lease for the purpose of the development and resale or sublease and (b) is specifically assigned rights as Developers hereunder by the Developers pursuant to an express written assignment. Upon execution and recording of such assignment, the assignee will be deemed one of the Developers hereunder to the extent set forth in such assignment.

- f. "Development" means the carrying out of any building activity and/or the making of any material change in the use or appearance of any structure and/or land.
- g. "Development Order" means any order granting, denying, or granting with conditions an application for a Development Permit, including a Site Plan, as defined hereinafter, and shall include Ordinance No. 2018-08, as may be amended by the City from time to time.
- h. "Development Permit" includes any building permit (including a demolition or foundation permit), zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.
- i. "Development Program" shall mean the permitted development consisting of i) 155,000 square feet of business/retail (shopping center) use; and (ii) 150,000 square feet of office and ancillary uses. An insubstantial or minor modification of this program may be varied administratively by the City pursuant to Section 68-474 of the Land Development Regulations.
- j. "Effective Date" is the date of recording of this Agreement in the Public Records of Miami-Dade County, Florida.
- k. "Impact Fee Credit" means the present value of past, present or future provisions made by new developments for the cost of existing or future capital improvements, infrastructure or dedications, including but not limited to contributions-in-lieu-of-fees as such are defined in the Miami Dade County Code or the City of Doral Code, if applicable.
- l. "Land Development Regulations" means ordinances, rules, and policies in effect on the Effective Date, which have been enacted and implemented by the City for the regulation of any aspect of development and includes any local government zoning, rezoning, subdivision, building construction, or sign regulation or any other regulations controlling the development of, or construction upon, the Property.
- m. "Laws" means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, and rules adopted by a local government affecting the development of the Property, specifically including the City's Comprehensive Plan and the City's Land Development Regulations.



- n. "Off-Site Improvement" or "Off-Site Improvements" means any roadway improvement located outside of the boundaries of a parcel proposed for development or platted subdivision parcel excluding those improvements required to be dedicated or improved pursuant to concurrency requirements or subdivision or zoning regulations. This definition also includes roadway improvements, including right-of-way dedication, which are located beyond those zoned right-of-way limits.
- o. "Pattern Book" is the development manual entitled "DORAL SQUARE PATTERN BOOK," prepared by prepared by Touzet Studio and Beame Architectural Partnership, dated stamped received April 17, 2018, and approved by the City pursuant to Ordinance No. 2018-08 on April 25, 2018, as it may be amended from time to time in accordance with this Agreement, that establishes the architectural guidelines and criteria for the Project, including setbacks, heights, floor area ratio, building envelope, signage, parking, and other development parameters for the development of the individual building sites identified within the Conceptual Development Plan. The Pattern Book, as may be amended from time to time in accordance with this Agreement, is on file and available for view at the City of Doral Planning and Zoning Department.
- p. "Public Facilities" means major capital improvements, including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, educational, parks and recreational, and health system facilities.
- q. "Site Plan" is comprised of a scaled and dimensioned site plan (with landscaping), elevation, and typical floor plans submitted for review and approval for consistency with the Project Approval as may be contemplated by Chapter 68, Article V, Division 5 and other applicable provisions of the City of Doral Land Development Regulations.
- r. "Utility" includes any person, firm, corporation, association, or political subdivision, whether private, municipal, county, or cooperative, which is engaged in the sale, generation, provision, or delivery of gas, electricity, heat, oil, water sewer service, telephone service, telegraph service, radio service, or telecommunication service.

3. Intent. It is the intent of the Developers and the City that this Agreement should be construed and implemented so as to effectuate the purposes and intent of the parties and the purpose and intent of Chapter 68, Article V, Division 5 of the Land Development Regulations. The Developers acknowledge and agree that this Agreement is not to be construed as a "Development Agreement" pursuant to Section 163.3221, Florida Statutes.

4. Effective Date and Duration.

a. This Agreement shall become effective on the Effective Date. The Agreement shall be recorded in the public records of Miami-Dade County, Florida and shall run



with the Property and shall be binding on all parties and all persons claiming under it for an initial term of thirty (30) years from the Effective Date, after which time it may be extended for a period of ten (10) years after approval by the City Council at a public hearing, unless an instrument has been recorded agreeing to release, amend or modify this Agreement in whole, or in part, as provided below.

b. The time frames set forth in this Agreement shall be considered stayed and tolled for the time lost resulting from the pendency of any moratorium, force majeure event, litigation or challenges that materially limit the ability of the Developers to continue the development of the Project.

5. Permitted Development Uses, Project Phasing, and Building Intensities.

a. Permitted Development Uses. In granting the Development Order, the City has determined and hereby concurs that the Project is consistent with the Comprehensive Plan and that the Project Approval accords with the Land Development Regulations. Upon the Effective Date, the City confirms and agrees that the Property may be developed and used in the manner set forth in the Comprehensive Plan, the Land Development Regulations, and the Project Approval, as defined in Paragraph 6 of the Agreement.

b. Project Phasing. The Project is contemplated to be developed in phases, as indicated in the Pattern Book. Nothing herein shall prohibit any identified phase from being constructed before or simultaneously with the construction of the proximate phase identified in the Pattern Book.

c. Development Program, Building Heights, Off-Street Parking, Landscaping, Signage, Setbacks and Intensities. The maximum Development Program, heights, setbacks, off-street parking, and intensities for any development on the Property shall be regulated by the Pattern Book and, where the Pattern Book is silent, the Land Development Regulations, and the applicable provisions and designations in the Comprehensive Plan in effect at the time of Site Plan approval. Signage regulations shall be established pursuant to a signage master plan for the project to be reviewed and approved by the City's Planning and Zoning Director.

6. Project Approval.

a. Concurrently with the adoption and acceptance of this Agreement and the Development Order, the Developers have proffered and the City has accepted and adopted the Pattern Book, including Conceptual Development Plan, as the binding development criteria for the Property (collectively, the "Project Approval").

b. Minor modifications to the Project Approval may be approved administratively by the Director, or the executive officer of the successor of such Department.

c. Redevelopment of Existing Buildings. It is expressly understood that the existing structures and infrastructure within the Property may remain in their current configuration, in whole or in part, in perpetuity. At such time in the future that the Developers seek to modify, demolish, or redevelop/replace, in whole or in part, any portion of the Property.



that portion of the Property shall be developed in any manner that is consistent with the *Development Order*. The City shall acknowledge the existence of and account for the removal of any existing building upon its demolition when calculating impact fees for future Development of the Project.

d. This Agreement and the Project Approval establish the criteria upon which the Project shall be developed and shall set forth the sole and exclusive limitation upon the Development of the Project. Consistent with the foregoing, prior to the issuance of any building permit for any Development within any portion of the Property, the Developer shall submit a Site Plan for the building site that includes the proposed buildings for administrative review and approval by the City's Planning and Zoning Director or as may otherwise be provided in the Land Development Regulations. Site Plans for individual building sites shall be designed to substantially conform to the Project Approval and the applicable provisions of the Land Development Regulations and Comprehensive Plan.

e. Any Site Plan approved pursuant to the provisions of this Paragraph may be modified from time to time in accordance with Sections 53-184, 53-185 and 68-740 of the Land Development Regulations, as may be amended from time to time. Minor modifications to the number of buildings, building placement, building style, and lot configuration may be approved administratively by the Director, or the executive officer of the successor of such Department as provided in Section 53-185 of the Land Development Regulations.

f. In the event that the Director does not approve the Site Plan, the Director shall render his or her decision by notifying the Developers (or their assigns as to such portion of the Property) in writing by certified mail, overnight express delivery, or hand delivery. The Developers have the right to appeal the administrative decision directly to the City Council for the City Council to determine whether the Director erred in his or her decision to deny the approval of the Site Plan based on the Site Plan's conformance with this Agreement, the Project Approval, and the applicable provisions of the Land Development Regulations and Comprehensive Plan. The City agrees to process any appeal to the City Council on an expedited basis and, in the absence of a force majeure event, agrees to hear and decide on any appeal within a reasonable period of time after receipt of a letter from the Developers requesting such hearing addressed to the City Clerk and the Director that appeals the decision of the Director to the City Council.

7. Maintenance of Common Areas. The common areas of the Property shall be maintained in a manner consistent with Section 74-669 of the Land Development Regulations. The common areas of the Property shall be maintained by the property owner of each portion of the Property or by a property owners' association, pursuant to a series of reciprocal easement agreements ("REAs"), and/or a combination thereof. The entity or entities responsible for such maintenance shall be determined by the Developers at their discretion. Developers shall provide the City with contact information for the entities or persons responsible for maintenance of the property pursuant to this Paragraph.

8. Security During Construction. During the construction of each phase of the Project, the owner performing such construction shall provide security in accordance with



Sections 5-23 through 5-28 of the City of Doral Code for those certain phases under construction.

9. Public Services and Facilities: Concurrency. It has been determined that as of the date of the Development Order, pursuant to Chapter 59 of the Land Development Regulations, the Project has been found to satisfy the concurrency requirements of the City as set forth in the Comprehensive Plan. The City reserves the right to conduct concurrency reviews and determinations at the time of approval of a Site Plan for the Project and any modifications thereto, all as provided in Chapter 59 of the Land Development Regulations.

10. Transportation Improvements. The following transportation-related improvements shall be performed by the Retail Owner, subject to the approval of all governmental agencies with jurisdiction over same. Retail Owner and City acknowledge that any Off-Site Improvement required to satisfy concurrency requirements for the Project are not eligible for consideration as an impact fee contribution in lieu of fee. The obligations set forth under this Paragraph are subject to City of Doral and Miami-Dade County approval.

a. Deceleration Lanes. Prior to the issuance of the first certificate of occupancy for a shopping center building within the Project, and at no cost to the City. Retail Owner shall construct or cause the construction of exclusive right turn deceleration lanes at the following Project driveway locations: (i) on NW 87 Avenue at the northbound approach at the north ingress/egress driveway; and (ii) on NW 36 Street at the eastbound approach of the ingress/egress driveway.

b. Crosswalks. Prior to the issuance of the first certificate of occupancy for a shopping center building within the Project, the Retail Owner shall construct new and/or improve existing crosswalks at the intersection of NW 87 Avenue and NW 36 Street. Said crosswalks shall be constructed with appropriate decorative paving, signage, signals, markings to indicate the pedestrian crossing locations, and shall meet Americans With Disabilities Act standards (the "Crosswalk Improvements"). The obligation to construct the Crosswalk Improvements shall be subject to review and approval by i) the City Public Works Department, and ii) the Miami-Dade County Public Works Department. It is expressly acknowledged by the parties that seventy-five percent (75%) of the Crosswalk Improvements constitute Off-Site Improvements and that the costs paid by the Retail Owner for the design and construction of said Crosswalk Improvements may entitle the Retail Owner to a credit against the payment of roadway impact fees under Article IV, Chapter 65 of the City Code. In the event that Miami-Dade County does not approve the Crosswalk Improvements, the Retail Owner shall make a contribution to the City in the amount of twenty-five thousand dollars (\$25,000.00) to be used by the City specifically for Doral Boulevard beautification improvements.

c. Transit Shelters. At the time of approval of the Site Plan for the Project, the Developers shall coordinate with the City and the Miami-Dade Public Works and Transportation Department to identify appropriate locations for up to four (4) new or replacement trolley/bus shelters on the north and south sides of NW 36 Street between the Property's east property line and NW 87 Avenue and two (2) replacement trolley/bus shelters along the east and west sides of NW 87 Avenue between NW 36 Street and the Property's south property line. The cost of construction and installation of each transit shelter is estimated as



nine thousand dollars (\$9,000.00) per shelter. In the event that any of the four (4) transit shelters are not constructed and installed, the Retail Owner shall make a contribution to the City equivalent to the amount of shelters not installed (the "Transit Shelter Contribution"). Any funds paid to the City for the Transit Shelter Contribution shall be used by the City for capital improvements to City trolley service. Said shelters shall be located within the public right-of-way to the extent possible. In the event right-of-way is not available on the south side of NW 36 Street or east side of NW 87 Avenue abutting the Property, the Retail Owner will dedicate to the City, at no cost to the City, public easements of appropriate dimensions, if needed, to accommodate said trolley/bus shelters. In the event right-of-way is not available on the north side of NW 36 Street to accommodate the shelters, the Retail Owner shall not be obligated to install said shelters and the Retail Owner shall be released from this obligation. The trolley/bus shelters shall be installed by the Retail Owner at no cost to the City prior to the issuance of the first certificate of occupancy for shopping center use.

d. Beautification Easements. At the time of Site Plan review for any site plan for a building fronting NW 36 Street, the Retail Owner shall identify a public beautification easement of up to twenty feet (20') across the frontage adjacent to said portion of the Property (the "Public Beautification Easement"). The Public Beautification Easement shall be improved with landscaping and hardscaping consistent with NW 36 Street street section provided in the Pattern Book (the "Beautification Easement Improvements"). Prior to the issuance of the certificate of occupancy for the building(s) identified in the Site Plan on the Retail Owner's property, the Retail Owner shall construct, install, and maintain the Beautification Easement Improvements and dedicate the Public Beautification Easement to the City at no cost to the City.

11. Public Arts Program. The Developers shall comply with the City's Public Arts Program as set forth in Chapter 75 of the Land Development Regulations.

12. Civic/Cultural Component. The Retail Owner shall incorporate civic and cultural features in the development on its property. Said civic and cultural features may include, but not be limited to, public art, pedestrian and bicycle enhancements, information kiosks, or future programmed events, as identified in the Pattern Book.

13. Compliance with Miami-Dade Aviation Department and Federal Aviation Administration. The Project shall comply with all applicable building height regulations as set forth by the Miami-Dade Aviation Department pursuant to Article XXXVII, Chapter 33 of the Miami-Dade County Code and by the Federal Aviation Administration.

14. Necessity of Complying with Local Regulations Relative to Development Permits. The Developers and the City agree that the failure of this Agreement to address a particular permit, condition, fee, term, or restriction in effect on the Effective Date of this Agreement shall not relieve Developers of the necessity of complying with the regulations governing said permitting requirements, conditions, fees, terms, or restrictions as long as compliance with said regulations and requirements do not require the Developers to develop the Property in a manner that is inconsistent with the Project Approval.

15. Presumption of Compliance. Where construction has occurred on the Property, or any portion thereof, pursuant to a lawful Development Permit issued by the City, and inspections





made and approval of occupancy given by the City, then such construction, inspection, and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Agreement.

16. Impact Fees. Developers shall pay impact fees associated with the Project to the City in accordance with Chapter 65 of the Land Development Regulations and as set forth by this Agreement. The Developers may satisfy said requirement by making contributions, which may include but not be limited to off-site improvements, in lieu of payment of impact fees. The City and Developers shall coordinate their efforts to derive the maximum benefits of any said impact fee payments in favor of the Project and the City. Calculations of impact fees for the development of the Property shall account for and be reduced to reflect the removal of existing buildings within the Property. Notwithstanding any other provisions in this Agreement, impact fees shall be calculated pursuant to the formulas in effect at the time of building permit for each phase of the Project and as set forth by the Land Development Regulations.

17. Reservation of Development Rights. The City hereby agrees that it shall permit the Development of the Project in accordance with the Project Approval, the Land Development Regulations, the Comprehensive Plan, and the existing laws and policies, all of which as may be amended from time to time, as of the Effective Date of this Agreement that are or may be applicable to the Property, subject to the conditions of this Agreement and in effect at the time of any Site Plan approvals and/or modifications thereto. The expiration or termination of this Agreement, for whatever reason, shall not be considered a waiver of, or limitation upon, the rights, including, but not limited to, any claims of vested rights or equitable estoppels, obtained or held by the Developers to continue Development of the Project in conformity with the Project Approval and all prior or subsequent Development Permits or Development Orders granted by the City, including, but not limited to, those rights granted under the Comprehensive Plan and the Land Development Regulations, as in effect on the Effective Date or as subsequently amended.

18. Binding Effect. The obligations imposed pursuant to this Agreement upon the Developers and upon the Property shall run with and bind the Property as covenants running with the Property, and this Agreement shall be binding upon and enforceable by and against the parties hereto, their heirs, successors, grantees, and assigns, and a copy of this Agreement shall be recorded in the Public Records of Miami-Dade County, Florida, at the sole cost and expense of the Developers, upon the Effective Date.

19. Governing Laws. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Developers and the City agree that Miami-Dade County, Florida is the appropriate venue in connection with any litigation between the parties with respect to this Agreement.

20. 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, or mailed by certified or registered mail, return receipt requested, in a postage paid prepaid envelope, and addressed as follows:

If to City at:

City Planning and Zoning Department Director  
City of Doral



8401 N.W. 53<sup>rd</sup> Terrace  
Doral, Florida 33166

With a copy to: City Attorney  
City of Doral  
8401 N.W. 53<sup>rd</sup> Terrace  
Doral, Florida 33166

If to Developers: Doral Court Development, LLC  
80 SW 8 Street, Suite 2200  
Miami, Florida 33130

Doral Court Retail Investments, LLC  
2655 S. Bayshore Drive, Suite 1020  
Miami, FL 33133

With a copy to: Tracy R. Slavens, Esq.  
Holland & Knight, LLP  
701 Brickell Avenue, Suite 3300  
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 U.S. Mail. Any party may change its notice address by providing written notice to the other parties of the new address as provided in this paragraph. The terms of this section shall survive the termination of this Agreement.

21. 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.

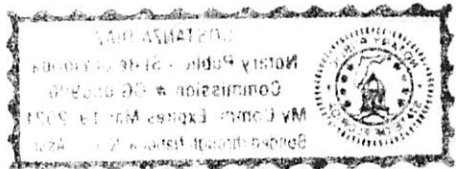
22. Entire Agreement. This Agreement, together with the documents referenced herein, constitute the entire agreement and understanding among the parties with respect to the subject matter hereof, and there are no other agreements, representations, or warranties other than as set forth herein.

23. Modification, Amendment, and Release. Minor modifications to this Agreement, as defined in Section 53-185 of the Land Development Regulations, shall be approved by the Planning and Zoning Department Director at Developers' cost. Such minor modifications shall be reflected in a recordable instrument prepared, executed and recorded by the Director. Other modifications not classified as minor may only be modified, amended, or released, by written instrument signed by the City and each of the Developers (and/or its assigns, which may include, but not be limited to a Community Development District and/or master property owners' association with appropriate authority over the Property) with regard to their individually-owned parcel of land within the Project, provided that such modification, amendment, release has been approved by the City after public hearing.



24. Cancellation and Enforcement. Enforcement of this Agreement shall be by action against any parties or person violating, or attempting to violate, any covenants set forth in this Agreement. The prevailing party in any action or suit pertaining to or arising out of this Agreement 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/her/its attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity, or both. The terms of this section shall survive the termination of this Agreement.

25. Cumulative Remedies. Nothing contained herein shall prevent the Developers or the City from exercising its rights and remedies it may have under law.



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

ATTEST:

*Costanza Diaz*  
City Clerk

CITY:

CITY OF DORAL, FLORIDA  
A Florida municipal corporation

By: *(Edward)*  
Print name: EDUARDO A. ROJAS  
Title: CM

WITNESSES:

*B...*  
Signature

Jennifer Iaffita  
Print Name

This 20<sup>TH</sup> day of AUGUST, 2018

Approved as to form and legality  
By office of City Attorney for  
*D.A. Esp...*, City of Doral, Florida

*Julian N. Perez*  
Signature

JULIAN N. PEREZ, NCP, CFM  
Print Name

STATE OF FLORIDA )  
  )  
COUNTY OF MIAMI-DADE )

SS.

The foregoing instrument was acknowledged before me this 20 day of AUGUST, 2018, by EDUARDO A. ROJAS, as CITY MANAGER of the City of Doral, a Florida municipal corporation, on behalf of the City. He is personally known to me or has produced \_\_\_\_\_ as identification, and acknowledged that he did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

*Costanza Diaz*  
Notary Public, State of Florida

COSTANZA DIAZ  
Print Name



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

WITNESSES:

DORAL COURT DEVELOPMENT, LLC,  
a Delaware limited liability company

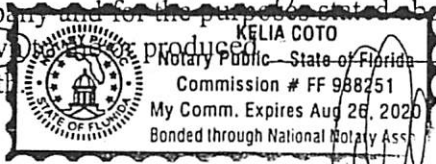
[Signature]  
Signature  
Kam Dunne  
Print Name

By: [Signature]  
Name: Lorri Dunne  
Title: Authorized Signatory

[Signature]  
Signature  
Ki Taylor White  
Print Name

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

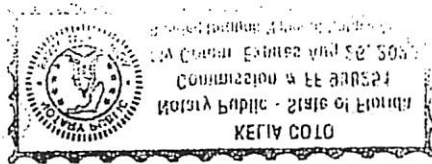
The foregoing instrument was acknowledged before me this 15 day of May, 2018, by LORRI DUNNE, as Authorized Signatory of Doral Court Development, LLC, on behalf of the said limited liability company and for the purposes stated above. He/she personally appeared before me, is personally known to me, and the instrument produced to me as identification, and [did] [did not] take an oath.



[NOTARIAL SEAL]

Notary: [Signature]  
Print Name: Kelia Coto





WITNESSES:

Doral Court Retail Investments, LLC, a Florida limited liability company

Carlos Fernandez  
Signature

Carlos Fernandez  
Print Name

Matteo Buraglia  
Signature

Matteo Buraglia  
Print Name

By: [Signature]  
Name:  
Title:

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

The foregoing instrument was acknowledged before me this 29 day of May 2018, by David Martin, as Manager of Doral Court Retail Investments, LLC, on behalf of the said limited liability company and for the purposes stated above. He/she personally appeared before me, is personally known to me or produced \_\_\_\_\_ as identification, and [did] [did not] take an oath.

[NOTARIAL SEAL]

Notary: [Signature]  
Print Name: Sandra Ramos





*[Faint, illegible handwritten text]*

*[Handwritten notes and signatures]*



*[Handwritten signature]*



**JOINDER BY MORTGAGEE**  
**TO MASTER DEVELOPMENT AGREEMENT**

The undersigned, Florida Community Bank, N.A., a national banking association ("**Mortgagee**"), and (i) mortgagee under that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing from Doral Court Development, LLC, a Delaware limited liability company ("**DC Development**"), recorded in Official Records Book 30312, at Page 2282 in the Public Records of Miami-Dade County, Florida, (ii) assignee under that certain Assignment of Leases and Rents from DC Development, recorded in Official Records Book 30312, at Page 2301 in the Public Records of Miami-Dade County, Florida, and (iii) secured party under that certain UCC-1 Financing Statement naming DC Development as debtor recorded in Official Records Book 30312, at Page 2309 in the Public Records of Miami-Dade County, Florida, as each of the foregoing have been modified by that certain Partial Release of Mortgage, Assignment of Rents, Security Agreement and Fixture Filing and Related Security Documents recorded in Official Records Book 30683, at Page 4892 in the Public Records of Miami-Dade County, Florida (collectively, the "**Security Documents**"), covering all/or a portion of the property described in the foregoing Master Development Agreement (the "**Agreement**") does hereby acknowledge that the terms of the agreement are and shall be binding upon the undersigned and its successors in title.

NOW THEREFORE, Mortgagee consents to the recordation of the Agreement.

Mortgagee makes no warranty or any representation of any kind or nature concerning the Agreement, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of the Property, and does not assume and shall not be responsible for any of the obligations or liabilities of the Developer contained in the Agreement. None of the representations contained in the Agreement or other documents shall be deemed to have been made by the Mortgagee, nor shall they be construed to create any obligations on the Mortgagee to any person relying thereon. Nothing contained herein shall affect or impair the rights and remedies of the Mortgagee as set forth in the Security Documents or in the Agreement.

[Remainder of Page Intentionally Left Blank. Signature of Mortgagee Appears on Following Page.]



IN WITNESS WHEREOF, these presents have been executed this \_\_\_\_ day of \_\_\_\_\_, 2018.

**WITNESSES:**

*[Signature]*  
Signature

Maury Egoziti  
Printed Name

*[Signature]*  
Signature

Maury Egoziti  
Printed Name

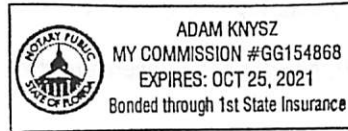
Florida Community Bank, N.A., a national banking association

By: *[Signature]*  
(individual and title)

RICK ORTIZ  
SENIOR VICE PRESIDENT

Address: 2500 Weston Rd Suite 300  
Weston, FL 33331

STATE OF FLORIDA )  
                                  )  
COUNTY OF MIAMI-DADE )



The foregoing instrument was acknowledged before me this 23 day of May, 2018, by RICK ORTIZ, as SVP of Florida Community Bank, N.A., a national banking association, on behalf of the national banking association. He is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Expires: Oct 25, 2021

*[Signature]*  
Notary Public - State of Florida  
Printed Name Adam Knysz



**JOINDER BY MORTGAGEE**  
**TO MASTER DEVELOPMENT AGREEMENT**

The undersigned, Fort Lauderdale Finance & Investment, and mortgagee ("Mortgagee") under that certain mortgage from 9120117, recorded in Official Records Book 3088 Page 2588 in the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing Master Development Agreement (the "Agreement") does hereby acknowledge that the terms of the agreement are and shall be binding upon the undersigned and its successors in title.

NOW THEREFORE, Mortgagee consents to the recordation of the Agreement.

Mortgagee makes no warranty or any representation of any kind or nature concerning the Agreement, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of the Property, and does not assume and shall not be responsible for any of the obligations or liabilities of the Developer contained in the Agreement. None of the representations contained in the Agreement or other documents shall be deemed to have been made by the Mortgagee, nor shall they be construed to create any obligations on the Mortgagee to any person relying thereon. Nothing contained herein shall affect or impair the rights and remedies of the Mortgagee as set forth in the mortgage or in the Agreement.

[Signatures on following page]



IN WITNESS WHEREOF, these presents have been executed this 31 day of May, 2018.

**WITNESSES:**

Scott Squires  
Signature

Scott Squires  
Printed Name

[Signature]  
Signature

Adam Adler  
Printed Name

Scott Squires  
Signature

Scott Squires  
Printed Name

[Signature]  
Signature

Adam Adler  
Printed Name

Fort Lauderdale Finance & Investment, LLC

By: [Signature]  
Michael Katz, Manager

By: [Signature]  
Lidia Cartaya, Manager

Address: 150 Alhambra Circle, Suite 725  
Coral Gables, FL 33134

STATE OF FLORIDA )  
                                  )  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 31 day of May, 2018, by Michael Katz and Lidia Cartaya, as Managers of Fort Lauderdale Finance & Investment, LLC, on behalf of the corporation. They are personally known to me or have produced \_\_\_\_\_ as identification.

My Commission Expires:



[Signature]  
Notary Public - State of Florida  
Printed Name Sandra Ramos





STATE OF FLORIDA  
DEPARTMENT OF PUBLIC SAFETY  
SUPERIOR COMMISSION

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT IN AND FOR THE COUNTY OF  
MAY 19 1964

STATE OF FLORIDA  
DEPARTMENT OF PUBLIC SAFETY  
SUPERIOR COMMISSION

STATE OF FLORIDA  
DEPARTMENT OF PUBLIC SAFETY  
SUPERIOR COMMISSION

STATE OF FLORIDA  
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DEPARTMENT OF PUBLIC SAFETY  
SUPERIOR COMMISSION

STATE OF FLORIDA  
DEPARTMENT OF PUBLIC SAFETY  
SUPERIOR COMMISSION



DORAL COURT

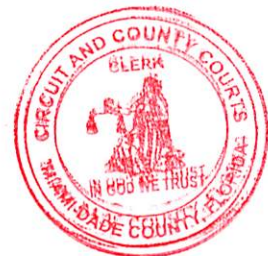
LEGAL DESCRIPTION:

PARCEL "A"

PORTION OF THE WEST 847.72 FEET OF TRACT 29, AND 30, OF FLORIDA FRUIT LAND 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, LESS AND EXCEPT THE WEST 55.00 FEET THEREOF DEDICATED TO MIAMI-DADE COUNTY FOR N.W. 87TH AVENUE RIGHT OF WAY ALSO LESS AND EXCEPT ANY PART THEREOF DEDICATED TO MIAMI-DADE COUNTY FOR DORAL BOULEVARD (N.W. 36TH STREET EXTENSION) AS PER RIGHT OF WAY DEED DULY RECORDED IN OFFICIAL RECORDS BOOK 10753, AT PAGE 505 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID PORTION BEING PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A POINT ON THE SOUTH BOUNDARY OF SAID TRACT 29 AT A DISTANCE OF 55.03 FEET ON A BEARING OF NORTH 89 DEGREES 57 MINUTES 45.1 SECONDS EAST, FROM THE SOUTHWEST CORNER THEREOF; THENCE RUN NORTH 01 DEGREES 50 MINUTES 30 SECONDS WEST ALONG A LINE THAT IS PARALLEL TO AND 55.00 FEET EAST OF AS MEASURED AT RIGHT ANGLES TO, THE WEST BOUNDARY OF SAID TRACT 29 AND 30 OVER AND ACROSS SAID TRACT 29 AND PORTION OF SAID TRACT 30, FOR A DISTANCE OF 600.86 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 25.00 FEET; THENCE RUN NORTHWESTERLY, NORTHERLY, NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 100 DEGREES 22 MINUTES 44.7 SECONDS FOR A DISTANCE OF 43.80 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1964.86 FEET, SAID POINT BEARING SOUTH 08 DEGREES 32 MINUTES 14.7 SECONDS WEST FROM THE CENTER OF SAID CURVE; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE; THROUGH A CENTRAL ANGLE OF 08 DEGREES 33 MINUTES 22 SECONDS FOR A DISTANCE OF 293.42 FEET TO A POINT OF TANGENCY, SAID POINT BEARING SOUTH 00 DEGREES 01 MINUTES 07.4 SECONDS EAST FROM THE CENTER OF SAID CURVE; THENCE RUN NORTH 89 DEGREES 58 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 471.97 FEET TO A POINT; THENCE SOUTH 01 DEGREES 50 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 604.25 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH BOUNDARY OF SAID TRACT 29; THENCE RUN SOUTH 89 DEGREES 57 MINUTES 45.1 SECONDS WEST ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 792.94 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:



A PORTION OF THE WEST 847.72 FEET OF TRACTS 29 AND 30, OF FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1, IN SECTION 27, TOWNSHIP 53 SOUTH, RANGE 40 EAST, AS RECORDED IN PLAT BOOK 2 AT PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT 30; THENCE NORTH 89 DEGREES 58 MINUTES 53 SECONDS EAST ALONG THE NORTH LINE OF SAID TRACT 30 FOR A DISTANCE OF 609.88 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 55.00 FEET TO A POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF N.W. 36TH STREET AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 89 DEGREE 58 MINUTES 53 SECONDS EAST ALONG SAID RIGHT OF WAY FOR A DISTANCE OF 239.71 FEET; THENCE SOUTH 01 DEGREES 50 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 297.24 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 247.41 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 297.14 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT THE FOLLOWING:

A PORTION OF THE WEST 847.72 FEET OF TRACTS 29 AND 30, OF FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1, IN SECTION 27, TOWNSHIP 53 SOUTH, RANGE 40 EAST, AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT 30; THENCE NORTH 89 DEGREES 58 MINUTES 53 SECONDS EAST ALONG THE NORTH LINE OF SAID TRACT 30 FOR A DISTANCE OF 609.88 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 55.00 FEET TO A POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF N.W. 36TH STREET (DORAL BOULEVARD) AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE SOUTH 00 DEGREE 21 MINUTES 28 SECONDS EAST ALONG THE WEST LINE OF THE LANDS DESCRIBED IN PARTIAL RELEASE OF UNITIES OF TITLE RECORDED IN OFFICIAL RECORDS BOOK 22183, PAGE 4630, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, FOR A DISTANCE OF 297.14 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 15 SECONDS WEST, ALONG THE WESTERLY PROLONGATION OF THE SOUTH LINE OF THE LANDS DESCRIBED IN SAID PARTIAL RELEASE OF UNITIES OF TITLE, FOR A DISTANCE OF 42.00 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 297.15 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 53 SECONDS EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF N.W. 36TH STREET (DORAL BOULEVARD), FOR A DISTANCE OF 42.00 FEET, TO THE POINT OF BEGINNING.

STATE OF FLORIDA, COUNTY OF DADE  
I HEREBY CERTIFY that this is a true copy of the  
original filed in this office on AUG 30 2018 day of \_\_\_\_\_  
\_\_\_\_\_, A D 20\_\_\_\_\_  
WITNESS my hand and Official Seal.  
HARVEY RUVIN, CLERK, of Circuit and County Courts  
84 \_\_\_\_\_ D.C.



**ORDINANCE No. 2018-08**

**AN ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A REZONING FROM INDUSTRIAL COMMERCIAL (IC) TO DOWNTOWN MIXED USE (DMU) FOR A 9.3± ACRE PARCEL GENERALLY LOCATED ON THE SOUTHEAST CORNER OF DORAL BOULEVARD AND NW 87 AVENUE, CITY OF DORAL, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Doral Court Development, LLC/ Doral Court Retail Investments, LLC ("Applicant"), is requesting a rezoning from Industrial Commercial (IC) to Downtown Mixed-Use (DMU) District for 9.3± acres (Exhibit "A") property located on the southeast corner of Doral Boulevard and NW 87 Avenue or 8600 NW 36 Street, Doral, Florida, as legally described in Exhibit "B"; and

**WHEREAS**, after careful review and deliberation, staff has determined that this application is consistent with the City of Doral's (the "City") Comprehensive Plan and complies with the Land Development Code; and

**WHEREAS**, on March 21, 2018 the City Council held a quasi-judicial hearing and received testimony and evidence related to the Application from the Applicant and other persons and found that the rezoning is consistent with the Comprehensive Plan and is in the best interest of the residents of Doral; and

**WHEREAS**, the City Council has reviewed the City staff's report, incorporated herein, which contains data and analysis supporting the rezoning; and

**WHEREAS**, the City Council finds that the proposed rezoning is consistent with the City's Comprehensive Plan and Land Development Code, as adopted and supported by staff and the City Council.



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

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

**Section 2. Decision.** The rezoning of the property totaling 9.3± acres generally located on the southeast corner of Doral Boulevard and NW 87 Avenue or 8600 NW 36 Street, Doral, Florida, from Industrial Commercial (IC) to Downtown Mixed-Use (DMU) zoning district, is hereby approved.

**Section 3. Effective Date.** This Ordinance shall become effective upon passage by the City Council on second reading.

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

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Ana Maria Rodriguez	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED on FIRST READING this 21 day of March, 2018.


PASSED AND ADOPTED on SECOND READING this 25 day of April, 2018.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

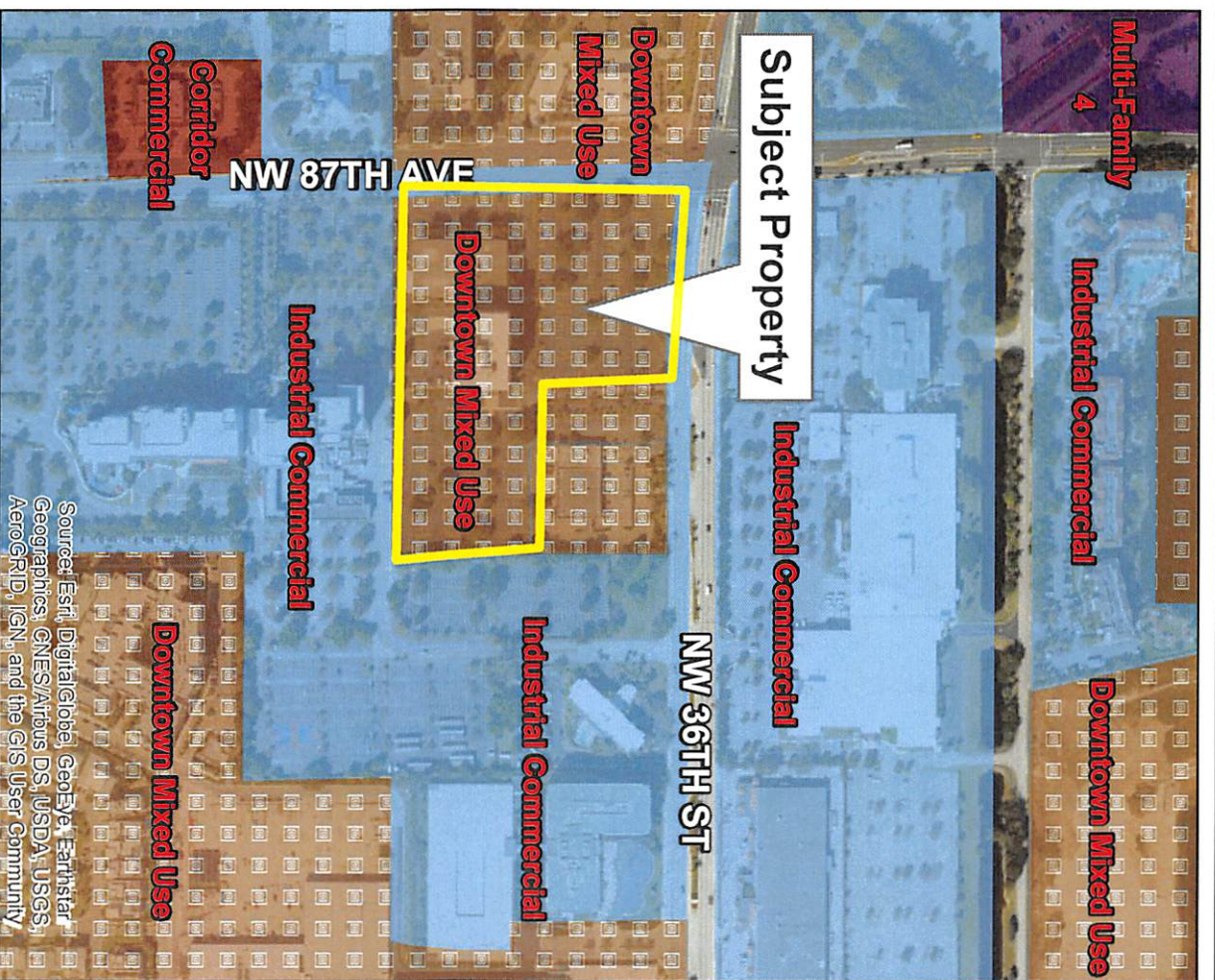
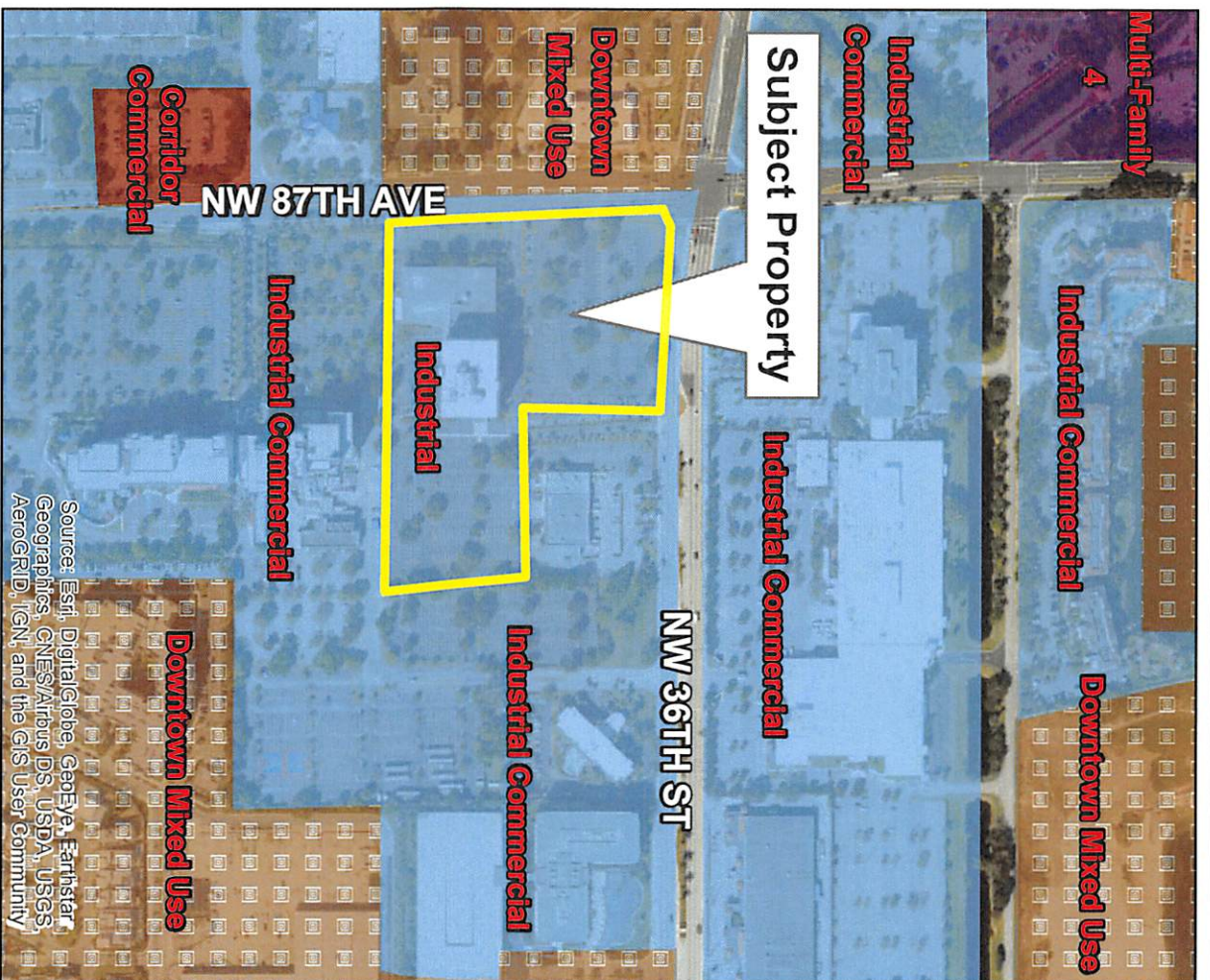
ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, CMC  
CITY CLERK

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

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

# EXHIBITS



**Legend**

**Current Zoning**

**City of Doral**

**Proposed Zoning**

- Multi Family 4 (MF-4)
- Downtown Mixed Use (DMU)
- Corridor Commercial (CC)
- Industrial Commercial (IC)



**Planning & Zoning Department**

**Zoning Map**



DORAL SQUARE DMU

LEGAL DESCRIPTION

PARCEL "A"

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LESS AND EXCEPT THE FOLLOWING:

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