

**ORDINANCE NO. 2013-20**

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING AN AMENDMENT TO THE PARK SQUARE AT DORAL PLANNED UNIT DEVELOPMENT (PUD); AND AMENDING THE FIRST AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT APPROVED BY THE CITY COUNCIL PURSUANT TO ORDINANCE 2010-02; AS IT APPLIES TO THE PROPERTY GENERALLY LOCATED BETWEEN NW 82<sup>ND</sup> AVENUE AND NW 85<sup>TH</sup> AVENUE AND NW 36<sup>TH</sup> STREET AND NW 33<sup>RD</sup> STREET IN THE CITY OF DORAL, MIAMI-DADE COUNTY, FLORIDA; PROVIDING FOR RECORDATION; PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, City National Bank of Florida, as Trustee under Land Trust Number 2401-3185-00, ("Applicant") has requested an amendment to the Park Square at Doral Planned Unit Development (PUD) and Associated Master Development Plan; amending the Master Development Agreement approved by City Council pursuant to Ordinance 2010-02; for the property generally located between NW 82nd Avenue and 85th Avenue and NW 36th Street and NW 33rd Street, in the City of Doral, Miami-Dade County, Florida.; and

**WHEREAS**, after careful review and deliberation, staff has determined that this application has complied with the Code; and

**WHEREAS**, on June 25, 2013 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.

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

**Section 1.** 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.

**Section 2.** A modification of the Park Square at Doral Planned Unit Development ;  
and

**Section 3.** The second amended and restated Master Development Agreement for Park Square at Doral, a copy of which is attached hereto as exhibit A, which amends the Park Square at Doral Planned Unit Development (PUD) and Associated Master Development Plan, for the property generally located between NW 82nd Avenue and 85th Avenue and NW 36th Street and NW 33rd Street, in the City of Doral, Miami-Dade County, Florida is hereby approved.

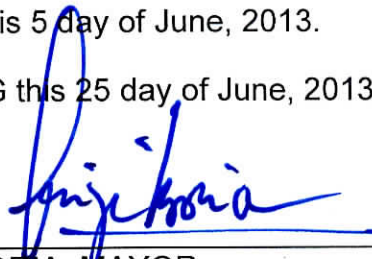
**Section 3.** **Effective Date.** This Ordinance shall be effective upon adoption on second reading.

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

Mayor Luigi Boria	Yes
Vice Mayor Bettina Rodriguez Aguilera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Sandra Ruiz	Yes

PASSED AND ADOPTED on FIRST READING this 5 day of June, 2013.

PASSED AND ADOPTED on SECOND READING this 25 day of June, 2013.

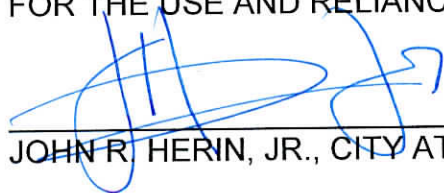


\_\_\_\_\_  
LUIGI BORIA, MAYOR

ATTEST:

  
\_\_\_\_\_  
BARBARA HERRERA, CITY CLERK

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

  
\_\_\_\_\_  
JOHN R. HERIN, JR., CITY ATTORNEY

# EXHIBIT “A”



**SECOND AMENDED AND RESTATED  
MASTER DEVELOPMENT AGREEMENT  
FOR PARK SQUARE AT DORAL**

This Second Amended and Restated Master Development Agreement for Park Square at Doral ("Second Amendment") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Doral, Florida a municipal corporation with an address of 8401 N.W. 53rd Terrace, Doral, Florida 33166 ("City") and City National Bank of Florida as Trustee, pursuant to Land Trust Agreement dated March 22, 2012 and known as Trust Number 2401-3185-00, with an address of 25 West Flagler Street, Miami, Florida, 33130 (collectively the "Developer").

**WITNESSETH:**

WHEREAS, the Developer is the developer, pursuant to Section 380.06 and 380.07, Florida Statutes, of that certain property located within the boundaries of the City consisting of approximately 51.4± gross acres of land, the legal description of which is attached hereto and made a part hereof as Exhibit A (the "Property"); and

WHEREAS, the Property is currently designated and zoned Downtown Mixed Use (DMU) District on the City's Comprehensive Plan Future Land Use Map and under the City's Land Development Regulations; and

WHEREAS, the Developer and the City mutually desire that the Property ultimately be developed as a mixed-use project containing residential, retail, hotel, and office uses, as permitted in the City's comprehensive plan and zoning code; and

WHEREAS, the Property received approval as a DMU project pursuant to City of Doral Ordinance No. 2006-17, on September 27, 2006 (the "Original Approval"); and

WHEREAS, the Original Approval was modified by City of Doral Ordinance No. 10-02 on February 10, 2010 (the "First Amendment"); and

WHEREAS, the Developer intends to develop the Property with the following maximum program of planned uses:

- 330,000 square feet of retail/entertainment/restaurant use
- 340,000 square feet of office use
- 1,600 residential dwelling units
- 180 hotel rooms

WHEREAS, the Developer intends to develop the property as provided in the Second

Amended Pattern Book; and

WHEREAS, Developer has filed applications for development approvals relating to the Property, including amending the First Amendment, and a Notice of Proposed Change ("NOPC") to modify the Westside Corporate Center DRI, which currently governs development of the Project, (collectively the "Applications"), with the City's Planning and Zoning Department; and

WHEREAS, pursuant to the applicable City of Doral Land Development Regulations provisions, the Second Amended Pattern Book that was submitted with the Applications has undergone review by the City Council ("Council") and has been approved by the Council; and

WHEREAS, as part of the First Amendment, the City and the then developer of Park Square at Doral executed the First Amended and Restated Master Development Agreement between the parties, dated February 10, 2010, and recorded in Official Records Book 27219 at Page 0011 of the Public Records of Miami-Dade County, Florida (the "2010 Agreement"); and

WHEREAS, the Developer and the City desire to amend the 2010 Agreement and, where no change is proposed, restate those certain terms and conditions relating to the proposed redevelopment of the Project within the Property, and

WHEREAS, the Developer and City wish to establish certainty as to the ultimate development of the Project; and

WHEREAS, this Second Amended and Restated Master Development Agreement for Park Square at Doral (the "Second Amendment") is intended to and shall constitute the sole master development agreement among the parties pursuant to Section 68-708 of the LDRs; and

WHEREAS, the parties mutually agree that, upon the Effective Date of this Second Amendment, the 2010 Agreement shall be automatically terminated, extinguished and of no further force and effect; and

WHEREAS, the parties wish to make this Second Amendment conform to the procedures and form of and make it a binding Development Agreement under Chapter 163, Florida Statutes ("F.S."); and

WHEREAS, the City conducted two public hearings concerning the Applications on \_\_\_\_\_, 2012 and \_\_\_\_\_, 2012, and, pursuant to City of Doral Ordinance No. \_\_\_\_\_ (the "Zoning Approval"), determined that the Project, the Second Amended Pattern Book, the Zoning Approval and this Second Amendment are consistent with the City's Comprehensive Plan and the City Code and the Developer and the City mutually decided that the Property be developed as a mixed-use development under the City's regulations; 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 Second Amendment in a comprehensive manner in compliance with all applicable laws, rules and regulations of the City, and to allow the Developer to proceed with the development of the Project in accordance with existing laws and policies, subject to the terms hereof, and the City and Developer have agreed to enter into this Second Amendment.



NOW, THEREFORE, in consideration of the foregoing and the conditions, covenants and mutual promises herein set forth, Chapter 163, F.S., and along with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

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

2. Definitions.

- a. "Comprehensive Plan" means the comprehensive plan adopted by the City pursuant to Chapter 163, F.S.
- b. "Developer" means City National Bank of Florida as Trustee, pursuant to Land Trust Agreement dated March 22, 2012 and known as Trust Number 2401-3185-00, as the collective entities undertaking the development of the Property and any successor(s) and assignee(s) thereof which (a) acquires an interest in any portion of the Property from the Developer pursuant to sale or ground lease for the purpose of development and resale or sublease, and (b) is specifically assigned rights as Developer hereunder by Developer pursuant to an express written assignment. Upon execution and recording of such assignment, the assignee will be deemed the Developer hereunder to the extent set forth in such assignment.
- c. "Development" means the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels and such other activities described in Section 163.3221(4), F.S.
- d. "Development Permit" includes any building 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.
- e. "Effective Date" is the latter of the dates of recordation of this instrument or thirty days after this instrument has been received by the state land planning agency pursuant to Section 163.3239, F.S.
- f. "Governing body" means the City Council of the City of Doral or any other chief governing body of a unit of local government which exercises regulatory authority and grants development permits for land development.
- g. "Land" means the earth, water, and air, above, below, or on the surface, and includes any improvements or structures customarily regarded as land.
- h. "Land Development Regulations" means ordinances, rules and policies enacted or customarily 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 land in effect as of the Effective Date.

- i. "Laws" means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, and rules adopted by a local government affecting the development of land.
- j. "Local government" means any county or municipality or any special district or local governmental entity established pursuant to law which exercises regulatory authority over, and grants development permits for, land development.
- k. "Occupancy Threshold" occurs upon the issuance of the certificate of use and occupancy for the portion of the Project that will result in the 13,443<sup>rd</sup> gross average daily trip from the Project as calculated using the trip generation rates attached hereto as Exhibit C.
- l. "Off-Site Roadway Improvements" are those improvements to the roadway network within the municipal boundaries of the City of Doral which have been selected by the City for the Developer to construct and which will qualify as a contribution in lieu of impact fees or for impact fee credit.
- m. "On-Site Roadway Improvements" are those improvements to the Project roadway network located within the Property.
- n. "Phase A," "Phase B" and "Phase C" of the Project are the areas so designated on page 15 of the Second Amended Pattern Book.
- o. "Project" is defined in Section 4 of this Second Amendment.
- p. "Project Approvals" is defined in Section 6 of this Second Amendment.
- q. "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 systems and facilities.
- r. "Second Amended Pattern Book" is the master development plan for Park Square at Doral, as prepared by Zyscovich Architects, consisting of \_\_\_\_\_ pages, and dated \_\_\_\_\_, 2012 approved by the City pursuant to the Zoning Approval and the DMU and PUD Regulations. The Second Amended Patter Book regulates the nature of the streets and blocks and establishes building sites within the Property and, along with the Urban Design Guidelines, governs the administrative review each detailed development Site Plan for the Project and is attached hereto as Exhibit B.
- s. "Site Plan" is a scaled and dimensioned site plan (with landscaping), elevation



and typical floor plan submitted for administrative approval and reviewed for consistency with the Project Approvals.

- t. "Urban Design Guidelines" establish the Urban Design Vocabulary such as setbacks, heights, parking requirements, massing, building envelope, and other development parameters for the development of individual building sites identified within the Second Amended Patter Book.
- u. "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, water, oil, sewer service, telephone service, telegraph service, radio service or telecommunication service.
- v. "Zoning Approval" is comprised of City of Doral Ordinance No. \_\_\_\_\_, which constitutes the effective land development regulations governing development of the Project.
- w. "2010 Park Square Project" is the set of alternative development programs for Park Square at Doral that was approved pursuant to City Ordinance 10-02, to wit: Option 1: 400 residential units, 194,138 square feet of office use, 771,029 square feet of retail use, and 180 hotel rooms; and Option 2: 400 residential units, 417,859 square feet of office use, 671,879 square feet of retail use, and 180 hotel rooms.

3. Intent. It is the intent of the Developer and the City that this Second Amendment should be construed and implemented so as to effectuate the purposes and intent of the parties and the purpose and intent of the Florida Local Government Development Agreement Act, Section 163.3220, F.S., *et. al.*

4. The Project. The Project Approvals authorize the development of a Project development program, as specifically described in the Second Amended Pattern Book. The Project development program contemplates up to 330,000 square feet of retail/entertainment/restaurant use, up to 340,000 square feet of office use, up to 1,600 residential dwelling units, and up to 180 hotel rooms. As noted, specific considerations relative to intensity and density of office and retail/entertainment/restaurant uses are provided in this Second Amended Pattern Book. The development of the Property in conformity with this development program and as provided in the Second Amended Pattern Book is referred to herein as the "Project".

5. Property. The Property is an irregularly-shaped parcel of land consisting of approximately 51.4± acres. The Property is bordered on the north by NW 36th Street, on the South by NW 33rd Street, on the east by NW 82nd Avenue and on the west by theoretical NW 85th Avenue, in the City of Doral, Miami-Dade County, Florida.

6. Permitted Development Uses and Building Intensities



a. Permitted Development Uses. The City has previously designated the Property "Downtown Mixed Use (DMU)" and "Planned Unit Development District (PUD)" on the official Land Development Code Zoning Map for the City, pursuant to the DMU and PUD Regulations. With the approval and adoption of the Zoning Approval and acceptance of this Second Amendment, which establishes the Second Amended Pattern Book as the binding development guidelines for the Property (collectively, the Ordinance approving the Zoning Approval and the Second Amended Pattern Book are referred to herein as the "Project Approvals"), a list of the documents which comprise the Project Approvals are attached hereto as Exhibit D and are on file with the City. The Developer anticipates that at final buildout, the Project is planned to become and will be a true, pedestrian-friendly, urban "downtown," with a planned mixture of residences, commercial spaces, shops, hotel rooms, offices and public spaces. In granting the Project Approvals, the City has determined that the proposed Project, which (assuming Project buildout) will contain new development within the 51.4± acres Property is (i) consistent with the City's Comprehensive Plan and (ii) has been approved in accordance with the City's Land Development Regulations. Upon the Effective Date of this Second Amendment and for the Term of this Second Amendment, pursuant to Paragraph 26 of this Agreement, the City confirms and agrees that the Property may be developed and used for the purposes established in the Project Approvals provided the actual development is consistent with the City's Comprehensive Plan and substantially in conformity with the City's Land Development Regulations as of the Effective Date. Until such time as the Project is built out, it is recognized that existing uses may remain and operate on the Property and that temporary uses, such as sales and adequately screened construction trailers and project management facilities may be established, operated and relocated as appropriate, upon issuance of applicable and appropriate approvals and permits required pursuant to the Land Development Regulations.

b. Density, Building Heights, Setbacks, Architectural Controls, and Intensities. The maximum density, building heights, setbacks, architectural controls and intensities for any development on the Property shall be regulated by the Project Approvals, the Land Development Regulations and the applicable designations in the City's Comprehensive Plan in existence as of the Effective Date.

7. Local Development Permits. The development of the Project in accordance with the Project Approvals is contemplated by the Developer. The Developer or its assigns, after the Effective Date of this Second Amendment, will initiate and pursue all applications for development permits. The City shall cooperate with the Developer in processing all necessary development permit applications with Federal, State, Regional, County, and local agencies as needed in order for the Developer to complete the Project in a manner consistent with the Zoning Approval and the Land Development Regulations in effect as of the Effective Date and Comprehensive Plan designations affecting the Property, such as:

- a. Site Plan approvals;
- b. Land Improvement Permits;
- c. Subdivision plat and/or waiver of plat approvals;



- d. Water, sewer, paving and drainage permits;
- e. Covenant or Unity of Title acceptance or the release of existing unities or covenants;
- f. Building permits;
- g. Certificates of use and/or occupancy; and
- h. Any other official action of the City and/or Miami-Dade County, Florida, having the effect of permitting the development of and construction upon land.

8. Project Approvals.

a. Further Development Review. This Second Amendment and the Project Approvals establish the criteria upon which the Project shall be developed during the Term of this Second Amendment and set forth the sole and exclusive limitations 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 building for administrative site plan approval by the City's Planning and Zoning Director or his/her successor. Site Plans for individual building sites shall be designed to generally conform to the Project Approvals, and the Land Development Regulations and the applicable designations in the City's Comprehensive Plan. In addition, each Site Plan for a residential building shall include, as appropriate, a legend or schedule which shall specifically provide the number of residential units, bedrooms, bathrooms and the square footage of each residential unit, the square footage of commercial (office or retail) space, the number of hotel rooms, and the total of restaurant seats shown on the Site Plan for that residential building. The administrative approval process shall not prohibit development of any Site Plan so long as the density of development and height of the structures within the development subject to the Site Plan is in substantial compliance with the Project Approvals, Land Development Regulations and generally consistent with the terms contained in this Second Amendment. In addition, it is specifically provided that newsracks placed within the Project will be in accordance with City standards.

In the event that the City's Planning and Zoning Department Director (or his/her successor) does not approve the Site Plan, the Director shall render his/her decision by notifying the then Developer and the Owner in writing by certified mail, overnight express delivery or hand delivery. The Developer, or its assigns has the right to appeal the administrative decision directly to the City Council for the City Council to determine whether the City's Planning and Zoning Director erred in his/her decision to deny the approval of the Site Plan based on the plan's conformance with this Second Amendment, the Project Approvals, and the Land Development Regulations in effect as of the Effective Date and the applicable designations in the City's Comprehensive Plan in effect as of the Effective Date. Any such appeal must be filed with the City Clerk within thirty



(30) days of rendition of the denial of the Site 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 sixty (60) days from receipt of a letter from the Developer requesting such hearing by the City Clerk, which appeals the decision of the City administrator.

b. Downzoning. For the Term of this Second Amendment, the City shall not downzone, adopt legislation or otherwise limit the ability of the Developer to develop this Property in accordance with the Project Approvals which are in effect as of the Effective Date, consistent with this Second Amendment, and nothing shall prohibit the issuance of further development orders and approvals in conformity with same.

9. Second Amended Pattern Book for Park Square at Doral. As part of the Applications, Developer has submitted the Second Amended Pattern Book. A reduced copy of the Second Amended Pattern Book is attached hereto as Exhibit B or a full sized copy may be viewed at the Government Offices of the City of Doral located at 8401 N.W. 53rd Terrace, Doral, Florida 33166, or such other City government office should the City relocate. The Second Amended Pattern Book is incorporated into this Second Amendment as a guideline for development of the Property, and may not be amended unless approved by the parties to this Second Amendment, or their successors and/or assigns, with the same formalities as this Second Amendment.

10. Landscaping, Parking and Signs Requirements. The Property shall meet all City of Doral landscaping, parking, and signage requirements as provided in the Second Amended Pattern Book and Chapter 77 of the Land Development Regulations, relating to roads and vehicular use areas.

11. Access to Project. Entry gates may be installed at the access points to Parcels 3 and 4 within the Property. The entry gates shall open with the use of card readers, Knox call box, phone entry panel, or other similar secure access technology. In the event that entry gates are installed, the entrances shall meet all applicable City and Miami-Dade County entrance feature minimum requirements.

12. Maintenance of Common Areas. The common areas of the Property shall be maintained by a property owners' association or multiple property owners', homeowners' or condominium associations. The residential portion of the Property shall be maintained by the Developer, its successor or assigns, or a homeowners' or condominium association. The commercial and office portion shall be maintained by a property owners' association. The condominium or homeowners' and/or property owners' association(s) 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 his/her designee to ensure that the association maintains the assessment and lien rights to ensure that the property is properly maintained.

13. Public Facilities and Concurrency. Developer 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 and those improvements contemplated by this Second



Amendment. 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, the City, and other governmental entities as may presently operate public transportation services within the area. Sanitary sewer, solid waste, drainage, and potable water services for the Project are expected to be those services currently in existence and owned and operated by Miami-Dade County and/or the City of Doral. The Project has been analyzed relative to concurrency and, subject to providing appropriate subdivision improvements and those improvements expressly provided herein, has been deemed to satisfy the concurrency requirements of the City.

14. Laws Governing this Second Amendment. Except as otherwise expressly provided herein, the City's laws and policies governing the development of the Property at the time of the Effective Date of this Second Amendment shall govern the development of the Project and the Property for the Term of this Second Amendment. The City may apply subsequently adopted laws and policies to the Project only as otherwise expressly permitted or required by this Second Amendment.

15. Consistency with the Comprehensive Plan. The City hereby finds that the development of the Property and completion of the Project in general conformity with the Project Approvals is consistent with the applicable Land Development Regulations and Comprehensive Plan designation and shall not be subject to any future changes to the City's Land Development Regulations and Comprehensive Plan designation after the Effective Date and during the Term.

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

17. Signage. The Developer shall prepare a master signage program to be submitted to the City for review and approval. Said master signage program shall be designed to provide for consistent signage throughout the Project but may deviate from the City's sign regulations in order to achieve visibility and compatibility. Any deviations from the existing signage regulations may be administratively approved by the City's Planning and Zoning Director. In no event shall the detached commercial signage exceed 30 feet in height.

18. Impact Fees. The City's impact fee requirements that are in effect as of the Effective Date of the Original Approval and which would only apply to the development of the Project are specifically provided in Exhibit E. It is agreed and understood by the parties that no other impact fees other than those listed as in effect as of the Effective Date apply to the development of the Project. No new impact fees or increases to the fees in existence as of the Original Approval adopted by the City shall apply to the development of the Project during the Term of this Second Amendment. However, nothing herein shall hinder or act to limit the ability of the Developer to seek and obtain a determination that the Project is exempt from or that any improvements constructed by the Developer may be credited against future impact fee



obligations if such exemptions or credits are provided in future modifications to the City's existing impact fee ordinances.

The Developer may also be subject to the payment of Miami-Dade County Impact Fees. The City and Developer shall coordinate their efforts to derive the maximum benefit of any impact fee payments to Miami-Dade County in favor of the Project and the City, including the provision of credits and/or contributions in lieu of fee payments.

19. Effect of Change. The 2010 Park Square Project, as approved pursuant to City Ordinance 10-02, was estimated to generate up to 22,029 average daily gross trips. The Project has been estimated to generate up to 19,379 average daily gross trips resulting in a significant decrease in average daily gross trips from the 2010 Park Square Project. It is mutually understood and agreed that the 2010 Park Square Project replaced the previously existing Ryder Corporate Headquarters building and approved/grandfathered developmental entitlements granted pursuant to the Westside Corporate Center DRI. This Project replaces the 2010 Park Square Project.

20. Roadway Improvements. In order to address the impacts of the proposed Project on the City and regional roadways, the Developer has prepared a transportation analysis and agrees to address and, as appropriate during Phase C of the Project development, provide on-site and off-site roadway improvements to the area roadway network. The following list of roadway improvements may be constructed at some appropriate time during the development of the Project, as more particularly set forth below. The proposed roadway improvements are as follows:

- a. The Developer shall install two (2) bus pullout bays and shelters ("Bus Shelters") on public rights of way adjacent to the Property. At this time, the Bus Shelters locations on the external roadway network are suggested as:
  - i. On the west side of NW 82 Avenue adjacent to Parcel 2.
  - ii. On the north side of NW 33 Street adjacent to Parcels 3 and 4.

The precise locations of the Bus Shelters shall be determined at the time of the administrative site plan review for the respective parcels and shall be installed prior to the issuance of the first certificate of occupancy for said parcel.

- b. Prior to the issuance of the first certificate of occupancy for the Occupancy Threshold, the Developer shall provide the City with a cash contribution (not to exceed \$250,000) for the purchase of one (1) passenger trolley (the "Cash Contribution") to be operated by the City as part of its transit system. The City acknowledges that the Cash Contribution shall satisfy the Developer's Proportionate Share obligations resulting from the amendment to the Westside Corporate Center DRI that authorizes this project. Trolley stops may be provided within the Project to the extent service can be coordinated with the City. Trolley stop locations shall be determined at the time of site plan review for each phase of development.

- c. Prior to the issuance of the certificate of occupancy for the first building proposed to be constructed on the southeast corner of the Property (at the intersection of NW 82 Avenue and NW 33 Street), the Developer shall construct or cause to have constructed a southbound right turn lane on NW 82 Avenue to NW 33 Street, provided that sufficient right of way exists to support this improvement.
- d. Within 180 days following the issuance of the final certificate of occupancy for Parcel 4, the Developer will prepare or have prepared and submit to the City's and County's Public Works Directors a traffic signal warrant study for a traffic signal at either i) NW 33 Street and NW 84 Avenue if Parcel 4 is developed with multi-family units; or ii) the Parcel 4 driveway access point on NW 33 Street if the parcel is developed with single-family units. If said signal is not warranted or is otherwise rejected by Miami-Dade County, then the Developer is relieved of any obligation to construct a signal at this location. If warranted, within six months of acceptance of the warrant study by the City and Miami-Dade County, the Developer shall prepare and submit plans and diligently process a permit application for said signal to Miami-Dade County. Once permitted by Miami-Dade County, the Developer shall install the signal within two years after the date of completion of warrant analysis and approval of the warrant by the County.
- e. Within twelve (12) months following the issuance of the final certificate of occupancy for the latter of Parcel 1 or Parcel 4, the Developer will prepare or have prepared and submit to the City's and County's Public Works Directors a traffic signal warrant study for a traffic signal at NW 34 Terrace and NW 82 Avenue. If said signal is not warranted, then the Developer is relieved of any obligation to construct a signal at this location. If warranted, within six months of acceptance of the warrant study by the City and Miami-Dade County, the Developer shall prepare and submit plans and diligently process a permit application for said signal to Miami-Dade County. Once permitted by Miami-Dade County, the Developer shall install the signal within two years after the date of completion of warrant analysis and approval of the warrant by the County.
- f. As part of the development of and prior to the issuance certificates of occupancy for the buildings to be located on the portions of the Property that are immediately adjacent to the following improvements, the Developer shall construct or cause the construction of (i) southbound right turn lanes on NW 82 Avenue at NW 34 Terrace, on NW 82 Avenue at NW 35 Terrace, on NW 82 Avenue at NW 35 Lane, and (ii) westbound right turn lanes on NW 33 Street at NW 84 Avenue, on NW 33 Street at NW 83 Court and NW 85 Court, provided adequate existing right-of-way is available for these improvements.
- g. The NW 83 Court intersection with NW 33 Street shall be constructed with right-in/right-out access only. No median opening will be provided due to the proximity of said intersection to the signalized intersection at NW 82 Avenue.



- h. The NW 85 Court intersection with NW 33 Street shall be constructed with right-in/right-out access only. No median opening will be provided due to the proximity of said intersection to the signalized intersection at NW 84 Avenue.
- i. In the event that Parcel 4 of the Project, as shown in the Pattern Book, is developed with multi-family units, the parties recognize that the intersection of NW 84 Avenue and NW 34 Terrace will operate with all-way stop control. Raised crosswalks and textured pavement will also be provided to calm traffic, subject to review and approval by the City.
- j. Textured and/or colored pavement shall be incorporated throughout the site at locations shown within the Second Amended Pattern Book to create uneven surfaces for vehicles to traverse and to emphasize pedestrian crosswalks.
- k. The parties recognize that parallel parking spaces shall be provided along both sides of NW 84 Avenue, if said roadway is constructed to serve a multi-family development within Parcel 4, and along the west side of NW 85 Court.
- l. Public driveways within the Project shall be aligned with driveways on opposing sides of internal roads to the maximum extent feasible.
- m. All proposed internal roadways will be designed as bicycle-friendly roads and bicycle amenities, such as bicycle racks, will be provided throughout the Project.
- n. NW 84 Avenue (Parcel 4) Multi-Family. In the event that Parcel 4 of the Project, as shown in the Pattern Book, is developed with single family units, the parties recognize that the design of southbound NW 84 Avenue, south of NW 34 Terrace and approaching NW 33 Street, may require the construction of one combined right turn and through lane and one left turn lane in connection with the development of Parcel 4. As part of the permit application for the construction of the roadway, the Developer shall prepare and submit a traffic analysis of Project traffic to determine whether a separate southbound left turn lane is required. If the study determines that the left turn lane is not needed based on Project traffic, then the Developer is relieved of any obligation to construct a signal at this location. If required, the Developer shall include same in its permit plans and construct same.
- o. NW 84 Avenue (Parcel 4) Single-Family. In the event that Parcel 4 of the Project, as shown in the Pattern Book, is developed with single family units, the parties recognize that southbound NW 84 Avenue, south of NW 34 Terrace and approaching NW 33 Street, may be constructed as a private drive limiting the connection of NW 84 Avenue at NW 34 Terrace and at NW 33 Street to residents, guests and invitees of that portion of the Project. The final design and configuration of this segment of NW 84 Avenue (or private drive) shall be determined at the time of administrative site plan approval for Parcel 4.
- p. The driveway located at NW 34 Lane, connecting to NW 82 Avenue, shall be limited to right turn in and right turn out only.

- q. Eastbound NW 36 Street approaching NW 79 Avenue shall be reconfigured to provide an eastbound through lane, provided right of way is available to support this improvement and subject to the approval of all agencies with jurisdiction, including the Florida Department of Transportation and Miami-Dade County.
- r. The intersection of NW 87 Avenue and NW 33 Street shall be constructed or caused to be constructed with one eastbound left turn lane and one westbound left turn lane, provided right of way is available to support this improvement and subject to the approval of all agencies with jurisdiction.
- s. The following improvements are not required based on any of the studies provided to the City, are not required to satisfy concurrency and, except as noted herein, are off-site improvements. These improvements have been deemed desirable by the City as appropriate for the Developer to construct or to cause the construction of. However, the Developer shall only be responsible for the construction of these improvements if, and only if, such improvements receive the benefit of an impact fee contribution in lieu approval/credit from Miami-Dade County and provided, further, that the right of way for such improvements is available:
  - i. A northbound right turn lane on NW 82<sup>nd</sup> Avenue at NW 36<sup>th</sup> Street. This entire improvement is considered off-site.
  - ii. Two additional travel lanes with a center median on NW 82 Avenue between NW 33 Street and NW 36 Street. Please note that the improvement west of the centerline of this segment of NW 82<sup>nd</sup> Avenue from NW 33 Street to NW 35 Lane is considered on-site and the remaining portions of this improvement are deemed off-site.

All the foregoing time-frames may be extended by the City of Doral Planning and Zoning Director, following a showing of good faith efforts by the Developer to satisfy same, or based on a reasonable showing by the Developer that such a delay is reasonable and appropriate for purposes of accomplishing the goals of the City and the Project. The parties acknowledge that the transportation improvements contained herein, including and not limited to the development and conveyance of the Bus Shelters, may constitute a contribution in lieu of fee and/or credit against the roadway impact fees for any off-site roadway improvements pursuant to the Miami-Dade County or City of Doral roadway impact fee ordinances.

21. Alternative Commuter Programs. In order to further address the impacts of the proposed Project on the City and regional roadways, the Developer shall encourage alternative commuter options. The Developer shall provide alternative commuter program information to its tenants and employees and all owners of commercial and office facilities within the Property for distribution to their tenants and employees working within the Project. The alternative commuter program information promote the following, as may be reasonably available:



- a. Marketing and Transit Information Programs. Transit and traffic congestion marketing and educational programs obtained from South Florida Commuter Services (SFCS), the City of Doral and Miami-Dade County will be distributed to promote travel reduction strategies for employees. Some of the programs offered by the SFCS include Transit, Ridesharing, Carpooling and Vanpooling matching services, and Emergency Ride Home.
- b. Preferential Parking. Provision of preferential parking spaces and treatments for carpool and vanpool vehicles to be designated within close proximity to the main entrances of office buildings.
- c. Work Hours & Telecommuting. Provide documentation promoting the following strategies with the purpose of spreading the demand for travel at peak-periods.
  - i. Staggered Work Hours. Different work groups are assigned to begin work at different times.
  - ii. Flex-Time. Employees are allowed to choose their own working schedules within company guidelines.
  - iii. Compressed Work Week. Employees are allowed to work four ten-hour days.
- d. Telecommuting. The Developer will strongly encourage tenants to promote employees working from home or at satellite office.
- e. Bicycle Facilities. The Developer will provide additional width for bicyclists on the outside lanes of NW 34 Terrace and NW 84 Avenue, if constructed, in addition to bike racks at selected locations within the site.

22. Schools.

- a. Impact Fee. As part of development of the Project, the City and the Developer mutually desire to address impacts on the educational facilities located within the City. 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, Miami-Dade County Code of Ordinances; the "School Fee") shall be used to calculate the estimated educational facilities impact fees generated against the Project.
- b. Concurrency. The Park Square at Doral Project was initially approved prior to the formalization of the Miami-Dade County School Concurrency regulations. Four hundred (400) residential dwelling units remain from that initial approval. Therefore, the first four hundred (400) dwelling units within the Park Square at Doral Project are vested, grandfathered and not subject to school concurrency. All dwelling units constructed within the Project in excess of the first four hundred (400) dwelling units will be subject to County school concurrency.

23. Newsracks. Newsracks within the Project shall comply with Chapter 26, Article IV, of the City's Code of Ordinances.

24. Recording of the Second Amendment. Within 14 days after the City executes this Second Amendment, the City shall record the Second Amendment with the Clerk of the Circuit Court of Miami-Dade County. A copy of the recorded Second Amendment shall be submitted to the state land planning agency within 14 days after the Second Amendment is recorded. This Second Amendment shall not be effective until it is properly recorded in the public records of Miami-Dade County and until 30 days after having been received by the state land planning agency pursuant to Section 163.3239, F.S. The burdens of the agreement shall be binding upon, and the benefits of the Second Amendment shall inure to, all successors in interest to the parties to the Second Amendment.

The Developer agrees that it shall be responsible for all recording fees and other related fees and costs related to the recording and delivery of this Second Amendment as described in this section. Whenever an extension of any deadline is permitted or provided for under the terms of this Second Amendment, 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.

25. Prior Agreements. Upon the Effective Date of this Second Amendment, the 2010 Agreement, recorded in Official Records Book 27219 at Page 0011 in the Public Records of Miami-Dade County, Florida is hereby and expressly automatically terminated by mutual consent of the parties to that agreement or by their successors in interest and shall be of no further force and effect.

26. Reservation of Development Rights. For the term of this Second Amendment, the City hereby agrees that it shall permit the development of the Project in accordance with the City's Land Development Regulations, the City's Comprehensive Plan, and existing laws and policies as of the Effective Date of the Original Approval, which are or may be applicable to the Property, subject to the conditions of this Second Amendment. However, nothing herein shall prohibit an increase in developmental density or intensity within the Project in a manner consistent with the City's Comprehensive Plan and Land Development Regulations, or any change requested or initiated by the Developer in accordance with provisions of law applicable at that time. Moreover, the City may apply subsequently adopted laws and policies to the Property solely pursuant to the procedures of Section 163.3233(2), F.S.

The expiration or termination of this Second Amendment, 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 estoppel, obtained or held by the Developer or its successors or assigns to continue development of the Project in conformity with the Zoning Approval and all prior and subsequent development permits or development orders granted by the City, including, but not limited to, those rights granted under the City's Comprehensive Plan and land development regulations.

27. Term of Agreement. This Second Amendment shall terminate thirty (30) years from the Effective Date of this Second Amendment unless it is extended by mutual agreement of



the City and Developer (the "Term"). No notice of termination shall be required by either party upon the expiration of this Second Amendment and thereafter the parties hereto shall have no further obligations under this Second Amendment.

28. Phasing. Developer shall continue development of the Project after the Effective Date of this Second Amendment in accordance with the Second Amended Pattern Book described in Paragraph 9, 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 Developer shall be permitted to complete the Project as set forth in this Second Amendment, prior to the Second Amendment's termination date.

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

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

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

32. Good Faith; Further Assurances; No Cost. The parties to this Second Amendment 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 Second Amendment in order to secure to themselves the mutual benefits created under this Second Amendment; and, in that regard, the parties shall execute such further documents as may be reasonably necessary to effectuate the provisions of this Second Amendment; 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 quasi-judicial capacity. Wherever in this Second Amendment 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.

33. Notices. Any notices required or permitted to be given under this Second Amendment 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  
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 Developer at: City National Bank as Trustee Under  
Land Trust No. 2401-3185-000  
25 West Flagler Street  
Miami, Florida 33130

With a copy to: Tracy R. Slavens, Esq.  
Holland & Knight, LLP  
701 Brickell Avenue, Suite 3000  
Miami, Florida 33131  
(305) 374-8500

Mr. Steve Patterson  
Park Square Property Holding, LLC  
315 S. Biscayne Boulevard  
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 Second Amendment.

34. Construction. (a) This Second Amendment shall be construed and governed in accordance with the laws of the State of Florida, all of the parties to this Second Amendment have participated fully in the negotiation and preparation hereof; and, accordingly, this Second Amendment shall not be more strictly construed against any one of the parties hereto, and venue for any litigation arising out of this Second Amendment shall be in Miami-Dade County, Florida, (b) in construing this Second Amendment, 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 Second Amendment are incorporated in, and made a part of, this Second Amendment.

35. Severability. In the event any term or provision of this Second Amendment 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 Second Amendment shall be construed to be in full force and effect.

36. Litigation. In the event of any litigation between the parties under this Second Amendment 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 Second Amendment.

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

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

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

40. Cancellation and Enforcement. In the event that the Developer, its successors and/or assigns fails to act in accordance with the terms of the Zoning Approval, the City shall seek enforcement of said violation upon the Property.

Enforcement of this Second Amendment shall be by action against any parties or person violating, or attempting to violate, any covenants set forth in this Second Amendment. The prevailing party in any action or suit pertaining to or arising out of this Second Amendment 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.

41. No Third Party Beneficiaries. The parties to this Second Amendment do not intend the benefit of this Second Amendment to inure to any third party. Nothing in this Second Amendment expressed or implied is intended or shall be construed to confer upon or give to any person other than the parties hereto and their successors, heirs or permitted assigns, any rights or remedies under or by reason of this Second Amendment.

42. Entire Agreement. This Second Amendment, 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.

43. Modification. This Second Amendment may not be amended unless approved by the mutual consent of the parties to this Second Amendment, or their successors and/or assigns, with the same formalities as this Second Amendment, pursuant to Section 163.3237, F.S.

44. 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 Developer (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.

[Execution pages follow]



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

**CITY:**

ATTEST:

CITY OF DORAL, FLORIDA  
A Florida municipal corporation

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Title: \_\_\_\_\_

WITNESSES:

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature

Approved as to form and legality  
By office of City Attorney for

\_\_\_\_\_  
Print Name

\_\_\_\_\_, City of Doral, Florida

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

STATE OF FLORIDA )

) SS.

COUNTY OF MIAMI-DADE )

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

My Commission Expires:

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Print Name

**DEVELOPER:**

**WITNESSES:**

**City National Bank of Florida as Trustee,**  
pursuant to Land Trust Agreement dated March  
22, 2012 and known as Trust Number 2401-  
3185-00

\_\_\_\_\_  
Signature

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

CITY NATIONAL BANK OF FLORIDA EXECUTES THIS  
INSTRUMENT SOLELY AS TRUSTEE UNDER LAND  
TRUST NUMBER 2401-3185-00 AND NOT INDIVIDUALLY  
AND NO PERSONAL JUDGMENT OR DECREE SHALL  
EVER BE SOUGHT OR OBTAINED AGAINST THE SAID  
BANK BY REASON OF THIS INSTRUMENT.

**STATE OF FLORIDA**

)

)

**SS.**

**COUNTY OF MIAMI-DADE**

)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of City National  
Bank of Florida as Trustee, pursuant to Land Trust Agreement dated March 22, 2012 and known  
as Trust Number 2401-3185-00, on behalf of the trust. He is personally known to me or has  
produced \_\_\_\_\_ as identification, and acknowledged that she did  
execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Print Name

**JOINDER BY MORTGAGEE**

The undersigned, \_\_\_\_\_, the Mortgagee under that certain Mortgage executed as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_, LLC, a Florida limited liability company, and recorded in Official Records Book \_\_\_\_\_, at Page \_\_\_\_\_, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing instrument, does hereby join in this Declaration of Restrictions for the purpose of subjecting the lien and operation of the above-described Mortgage to the terms of this instrument.

**IN WITNESS WHEREOF**, these presents have been executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**WITNESSES:**

**MORTGAGEE:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

(Corporate Seal)

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as the \_\_\_\_\_, of \_\_\_\_\_, MORTGAGEE, on behalf of the bank. He/She is personally known to me or has produced \_\_\_\_\_, as identification and did/did not take an oath.

\_\_\_\_\_  
Notary Public -State of \_\_\_\_\_  
Print Name \_\_\_\_\_

My Commission Expires:

## **Exhibit A**

Legal description of subject property:

The plat of Park Square at Doral, in Section 27, Township 53 South, Range 40 East according to the plat thereof and recorded in Plat Book 167 at Page 26 of the Public Records of Miami-Dade County, Florida.

## **Exhibit B**

"Second Amended Pattern Book for Park Square at Doral", as prepared by Zyscovich Architects, consisting of \_\_\_\_\_ pages, and dated \_\_\_\_\_, 2012.



## Exhibit C

### Trip Generation Rates

ITE Land Use Designation <sup>1</sup>	Size/Units	Two-Way Daily Vehicle Trips	Weekday		
			PM Peak Hour Vehicle Trips		
			In	Out	Total
Trip Generation Based on ITE Trip Generation Rates and/or Equations					
Office (LU 710)	340,000 SF	3,423	78	381	459
Retail (LU 820)	330,000 SF	14,756	694	722	1,416
Hotel (LU 310)	180 Rooms	1,471	56	50	106
Midrise Apartments (LU 223) <sup>(1)</sup>	1,600 Dus	7,789	368	256	624
Gross Trips		27,439	1,196	1,409	2,605
Difference		-10%	-13%		
Net New External Trips					
Transit		-412	-18	-22	-40
Internal		-4,572	-177	-177	-354
Pass-by		-3,076	-153	-153	-306
Net New External Trips		19,379	848	1,057	1,905
Net New External Trips		-12%	-15%		

**Note:**

(1) ITE does not provide a daily trip generation rate for Land Use 223 - Midrise Apartement. The PM Peak hour to Daily Ratio for the approved Condominium was used to obtain the daily trip generation

## Exhibit D

The following is a list of the documents which comprise the Project Approvals:

**Resolution No. Z-258-88:** Approving Increment II of the Master Development of Regional Impact for Corporate Office Park in the amount of 2,165,000 total square feet, consisting of office space, a 300-unit hotel, and two 200-seat restaurants. Passed and adopted by the Board of County Commissioners of Miami-Dade County on October 20, 1988.

**Resolution No. Z-15-98:** Approving a modification of Condition Nos. 10, 11, and 12 of Resolution No. Z-258-88. Condition No. 10 was modified to change the development program to office buildings including restaurant(s) with a maximum total of 400 seats, with a combined total of 1,865,000 gross square feet, and a 300-room hotel totaling 300,000 gross square feet. This increment consists of 73.45 acres with an internal roadway system as shown in Exhibit 5 – Master Development Plan. Condition Nos. 11 and 12 were modified to extend the date until which the DRI shall not be subject to downzoning and the termination date, respectively, to December 30, 2003. Passed and adopted by the Board of County Commissioners of Miami-Dade County on July 7, 1998.

**Resolution No. Z-9-03:** Approving a modification of Condition Nos. 10, 11, and 12 of Resolution No. Z-258-88, as modified by Resolution No. Z-15-98. Condition No. 10 was modified to change the development program to office buildings including restaurant(s) with a maximum total of 740 seats and a bank, with a combined total of 1,735,000 gross square feet. This increment consists of 73.45 acres with an internal roadway system as shown in Exhibit 5 – Master Development Plan. Condition Nos. 11 and 12 were modified to extend the date until which the DRI shall not be subject to downzoning and the termination date, respectively, to December 31, 2009. Passed and adopted by the Board of County Commissioners of Miami-Dade County on June 19, 2003.

**Ordinance No. 2006-17:** Approving an NOPC seeking a change in the development program for the simultaneous increase and decrease of uses; and a public hearing application with the City of Doral to a) rezone that same  $\pm 51.4$  acre portion of the DRI from IU-2 (Industrial) to PUD (Planned Unit Development) and b) modify Condition No. 10 of the DRI Development Order to limit development to those land uses authorized by City of Doral and consisting of office buildings including restaurants with a maximum total of 740 seats and a bank, 1,389,584 gross square feet of office, 609 residential condominium/loft and 318 townhome units, and 157,300 square feet of specialty retail. This increment consists of 73.45 acres with an internal roadway system as shown in Exhibit 5 – Master Development Plan. Passed and adopted by the City Council of the City of Doral on September 27, 2006.

**Ordinance No. 2006-30:** Approving an application to amend the City of Doral Comprehensive Development Master Plan Future Land Use Map from "Industrial and Office" and "Office/Residential" to "Downtown Mixed Use (DMU)" for a  $\pm 51.4$  acre portion of the DRI. Passed and adopted by the City Council of the City of Doral on May 23, 2007.

**Resolution No. Z07-16:** Approving the NOPC previously approved under Ordinance No. 2006-17 and determining that the proposed change does not constitute a substantial deviation and



approving the final plat for Park Square at Doral. Passed and adopted by the City Council of the City of Doral on September 26, 2007.

**Ordinance No. 10-01:** Approving an NOPC to modify Condition Nos. 10, 11, and 12 of the DRI Development Order, as amended, which amended the development program for the simultaneous increase and decrease of uses within the DRI to limit development to those uses consisting of 1,588,563 square feet of office, 740 restaurant seats and a bank, 671,400 square feet of retail, 480 hotel rooms, and 400 dwelling units or a combination of uses as provided by the Equivalency Matrix as well as an extension of the buildout and termination date to December 31, 2014. This amendment was deemed not to be a substantial deviation. Passed and adopted by the City Council of the City of Doral on February 10, 2010.

**Ordinance No. 10-02:** Approving an amendment to the Park Square at Doral PUD project approvals to provide for a set of two alternative development programs, to wit: Option 1: 400 residential units, 194,138 square feet of office use, 771,059 square feet of retail use, and 180 hotel rooms; and Option 2: 400 residential units, 417,859 square feet of office use, 617,909 square feet of retail use, and 180 hotel rooms. Passed and adopted by the City Council of the City of Doral on February 10, 2010.

**Ordinance No. \_\_\_\_:** Approving an NOPC to modify Condition Nos. 10, 11, and 12 of the DRI Development Order, as amended, which amended the development program for the simultaneous increase and decrease of uses within the DRI to limit development to those uses consisting of 1,510,704 square feet of office, 740 restaurant seats and a bank, 330,000 square feet of retail, 480 hotel rooms, and 1,600 dwelling units as well as an extension of the buildout and termination date to May 30, 2020. This amendment was deemed not to be a substantial deviation. Passed and adopted by the City Council of the City of Doral on \_\_\_\_.

**Ordinance No. \_\_\_\_:** Approving an amendment to the Park Square at Doral PUD project approvals to provide for a development program consisting of: up to 330,000 square feet of retail/entertainment/restaurant use, up to 340,000 square feet of office use, up to 1,600 residential dwelling units, and up to 180 hotel rooms. Passed and adopted by the City Council of the City of Doral on \_\_\_\_.

## **Exhibit E**

The following ordinances define the impact fee requirements that are in effect as of the effective date of this Second Amendment and which apply to the Project:

- A. City Roadways: City of Doral Resolution No. 2006-16, as amended by Resolution No. 2008-05
- B. City Police: City of Doral Resolution No. 2007-12
- C. City Parks: City of Doral Resolution No. 2007-12
- D. County Roads: Chapter 33E, Miami-Dade Code
- E. County Fire and Medical Rescue Services: Chapter 33J, Miami-Dade Code
- F. County Water and Sewer: Chapter 32, Miami-Dade Code; Miami-Dade County Administrative Order No. 4-110
- G. County Educational Facilities: Chapter 33K, Miami-Dade