Downtown Doral Roadway Improvement and

Public Park Area Improvement and Maintenance Agreement

This Agreement (the "Agreement") is made and entered into this ____ day of ______, 2012, (the "Effective Date) by and between CM Doral Development Company LLC (hereinafter, along with its successors and/or assigns, referred to as the "Developer") and the City of Doral, Florida, a Florida municipal corporation (the "City").

WITNESSETH:

WHEREAS, Developer is the developer of the real property located within the boundaries of the City, the legal description of which is attached hereto as Exhibit "A-1" and made a part hereof (the "Property"); and

WHEREAS, the City has adopted City of Doral Ordinance No. 2006-05 (the "PUD Regulations"), known as the "City of Doral PUD Planned Unit Development District" Regulations, which are intended to "Promote the planned development of large projects by allowing greater freedom of design, by improving the opportunity for flexibility, creativity and innovation in land development, by limiting expenditure of public funds;" and

WHEREAS, pursuant to the PUD Regulations, the Developer filed an application to rezone the subject property to PUD and provided a developmental Pattern Book (the "Pattern Book"), which were accepted, approved and adopted by the City on August 23, 2006 pursuant to City of Doral Ordinance Number 2006-018 which was, in part, amended by City Ordinance 2012-08 (the "Development Order"), establishing a planned unit development known as Downtown Doral, a pedestrian friendly, mixed-use urban center; and

WHEREAS, the Downtown Doral project (the "Project") currently contemplates the development of 213,895 sf of retail/commercial (including office) use; 1,509,901 sf of office use; 2,840 residential dwelling units; 100,000 sf of municipal use (a portion of which may be office); and a school with up to 800 student stations; and

WHEREAS, the traffic analysis for the Project has determined that the Project will generate a total of 2,917 net external pm peak hour project trips; and

WHEREAS, a portion of the Project, which will generate approximately 111 net external pm peak hour project trips, is not contiguous to the Project; and

WHEREAS, the development of the contiguous portion of the Project (the "Contiguous Project"; Exhibit "A-2") will generate 2806 net external pm peak hour project trips; and

WHEREAS, the Property is the subject of a certain Development Agreement running with the land between the Developer/developer of the Property and the City which agreement is recorded at Official Records Book 26047 at Page 2423, which was amended by the First

Amendment to Master Development Agreement recorded in OR Book ____ at Page ___ (the "Development Agreement"), which Development Agreement establishes certain terms and conditions relating to the development of the Property, including, *inter alia*, roadway and public park improvements, modifications and/or dedications; and

WHEREAS, Exhibit G of the Development Agreement provides that proposed roadway improvements, modifications and/or dedications will be addressed in phases, at the time of platting; and

WHEREAS, Paragraph 12(b) of the Development Agreement contemplates the public park improvements and dedications to the City, subject to certain specifications; and

WHEREAS, the City approved Resolution Number Z 07-20 creating the Downtown Doral Community Development District (the "CDD"); and

WHEREAS, the Developer and the City wish to establish the schedule of and assign responsibilities for the improvements and modifications and/or dedications of roadways and public park space within Downtown Doral as contemplated by the Development Agreement; and

WHEREAS, to the extent that the Developer is obligated, responsible or otherwise required to perform any work or convey any land pursuant to this Agreement, it is understood and agreed by the City that, notwithstanding anything in this Agreement to the contrary, such work may be performed by, and/or such conveyance may be made by, the owner of fee title to the applicable portion of the Property or by the Downtown Doral Community Development District ("CDD") (whether following a conveyance by the owner of fee title to the applicable portion of the Property to the CDD or otherwise), provided however, any conveyance of any portion of the Property made to the City in accordance with the terms of this Agreement shall be permitted only in the event that, at the time of such conveyance, either (i) the Property that is the subject of such conveyance is not included within the CDD, or (ii) is not otherwise subject to any assessments or other payments due to the CDD.

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

- 1. <u>Recitals.</u> The foregoing recitals are true and correct and are hereby incorporated herein by reference. All exhibits to this Agreement are hereby deemed a part hereof.
- 2. On-Site Roadway Construction, Expansion, Improvement, and Dedication. The Developer shall complete the improvements and construction of on-site roadways described herein in accordance with this Agreement, as provided on Exhibits B-1 through B-9 (along with the associated Key Map, hereinafter referred to as Composite Exhibit "B") which the Developer may modify from time to time, based on market conditions and other factors. On-site roadways as contemplated by this Agreement include those roadways within the Contiguous Project that are shown within Composite Exhibit "B" (the "On-Site Roadways"). It is expressly understood by the parties that the dedication/conveyance of all public roadways to the City may be either conveyed by the then owner(s) of the portion(s) of said roadways (a) directly to the City by right-of-way deed or (b) conveyed to the CDD and then conveyed by the CDD to the City by right-of-way deed.

The timing of the completion of the On-Site Roadway improvements shall be in accordance with the provisions of this Agreement. Unless otherwise provided below, the conveyance of the completed On-Site Roadway improvements to the City shall occur either (a) within one hundred twenty (120) days after the permit(s) for said roadway improvements are deemed final by the City or applicable agency with jurisdiction, or (b) if said permit(s) are not deemed final, but the roadway improvement is substantially complete and open to traffic, within one hundred and twenty days after the City provides a written request which seeks the early conveyance or dedication of the On-Site Roadway improvement and concludes that said improvement is substantially complete and open to traffic. Such written request by the City shall not be provided until the improvement is substantially complete and open to traffic.

All roadway construction and improvements shall conform to the Downtown Doral Thoroughfare Standards described in Exhibit "C". All on-site roadway improvements to be constructed or caused to be constructed will be reviewed and approved by the City and other applicable agencies, with review and comment by the staff of those agencies with jurisdiction over said roadways. Construction, expansion, improvement and dedications are contemplated on the On-Site Roadways as follows:

A. Phase 1A. - Prior to the issuance of the temporary certificate of occupancy for any portion of the City Hall building proposed for the portion of the Property described in Exhibit "D" (the "City Hall Site"), the Developer shall construct or cause to be constructed those portions of N.W. 53rd Terrace and N.W. 84th Avenue referenced on Exhibit "B-1." The improvement of N.W. 84th Avenue shown on Exhibit B-1 is referred to as the "84th Avenue North Improvement".

Provided, however, that the physical connection of the 84th Avenue North Improvement to N.W. 54th Street need not be completed until after such time as the i) final certificates of occupancy are issued for the development within the Contiguous Project that would result in 1964 net external pm peak hour project trips for the Contiguous Project, based on the methodology provided in Exhibit "E;" or (ii) within fifteen years after the effective date of this Agreement, whichever comes first. Such physical connection shall also be subject to and contingent upon the installation of "No Truck Traffic" signage along both sides of N.W. 84th Avenue from N.W. 53rd Terrace to N.W. 54th Street. The City agrees to actively enforce the "No Truck Traffic" limitation through its police powers, including the imposition of fines. Until the physical connection is made, the portion of N.W. 84th Avenue shall be constructed and maintained in conformity with the drawing attached as Exhibit "F".

B. <u>Phase 1B.</u> On or before June 30, 2014, the Developer shall improve those portions of N.W. 84th Avenue, N.W. 53rd Terrace, and N.W. 53rd Street (Exhibit "B-2") by installing or causing to be installed (where applicable) new pavement, drainage, striping, signage, traffic signal modifications, sidewalks, lighting and landscaping on the identified roadway segments, including terminal intersections.

C. Future Phases.

(1) Paseo Doral. The Paseo Doral shall be constructed in three independent subphases. These sub-phases shall constitute those blocks between (a) N.W. 53 Terrace and N.W. 53rd Street ("Sub-Phase A"); (b) N.W. 53rd Street and N.W. 52nd Street ("Sub-Phase

B"); and (c) N.W. 52nd Street and White Course Drive ("Sub-Phase C"), as shown on Exhibit "B-3" (collectively the "Sub-Phase(s)").

Simultaneously with the adjacent property owners for each designated Sub-Phase A and Sub-Phase B obtaining permits from the City for the development of the adjacent properties comprising sixty percent (60%) or more of the linear frontage along each of these Sub-Phases, the Developer shall commence the construction, construct or cause to be constructed and then dedicate the Paseo Doral for Sub-Phase A and Sub-Phase B in conformity with the sketch provided as Exhibit "G".

Simultaneously with the adjacent property owners obtaining permits from the City for the development of the adjacent properties comprising fifty percent (50%) or more of the linear frontage along Sub-Phase C, the Developer shall commence the construction, construct or cause to be constructed and then dedicate the Paseo Doral for Sub-Phase C in conformity with the sketch provided as Exhibit "G".

The roadway construction for each Sub-Phase shall be substantially completed and open to traffic no later than the issuance of the final certificate of occupancy for the vertical construction within that portion of the Sub-Phase that required the construction of that portion of Paseo Doral, to wit: (i) the final certificate of occupancy for the building resulting in the development of sixty percent (60%) or more of the linear frontage within Sub-Phase A and Sub-Phase B, respectively; and (ii) the final certificate of occupancy for the building resulting in the development of fifty percent (50%) or more of the linear frontage within Sub-Phase C.

(2) N.W. 82nd Avenue Connector. The Developer shall construct or cause to be constructed and thereafter dedicate that portion of N.W. 82nd Avenue between N.W. 53rd Street and N.W. 54th Street (Exhibit "B-4") at such time as the i) certificates of occupancy are issued for the development within the Contiguous Project which will result in 1964 net external pm peak hour project trips for the Contiguous Project, based on the methodology provided in Exhibit "E"; or (ii) within fifteen years after the effective date of this Agreement, whichever comes first. The completion of the construction and physical connection shall also be subject to and contingent upon the installation of "No Truck Traffic" signage along both sides of N.W. 82nd Avenue from N.W. 53rd Street to N.W. 54th Street. The City agrees to actively enforce the "No Truck Traffic" limitation through its police powers, including the imposition of fines.

(3) Improvement of South Segments of N.W. 84th Avenue.

(a) The owners of the land immediately adjacent to the portion of N.W. 84th Avenue located between N.W. 52nd Street and N.W. 53rd Street (the "Adjacent Exhibit B-5 Land"), such portion of N.W. 84th Avenue being more particularly described on Exhibit "B-5" (the "Exhibit B-5 Land"), shall commence construction of, construct and/or cause to be constructed a roadway upon the Exhibit B-5 Land simultaneously with the issuance of building permits from the City sufficient to allow the owners of the Adjacent Exhibit B-5 Land to construct improvements upon fifty percent (50%) or more of the linear frontage of the Adjacent Exhibit B-5 Land. Said segment of N.W. 84th Avenue shall be completed and open to traffic no later than the issuance of the final certificate of occupancy for the building which results in the development of fifty percent (50%) or

more of the linear frontage of that segment of N.W. 84th Avenue referenced in Exhibit B-5 or, if a school is developed on a parcel abutting this segment, no later than the issuance of the final certificate of occupancy for said school. In any event, the improvement of this roadway segment of N.W. 84th Avenue shall be substantially improved and open to traffic within fifteen years after the effective date of this Agreement.

(b) The owners of the land immediately adjacent to the portion of N.W. 84th Avenue located between White Course Drive and N.W. 52nd Street (the "Adjacent Exhibit B-6 Land"), such portion of N.W. 84th Avenue being more particularly described on Exhibit "B-6" (the "Exhibit B-6 Land"), shall commence construction of, construct and/or cause to be constructed a roadway upon the Exhibit B-6 Land simultaneously with the issuance of building permits from the City sufficient to allow the owners of the Adjacent Exhibit B-6 Land to construct improvements upon fifty percent (50%) or more of the linear frontage of the Adjacent Exhibit B-6 Land. Said segment of N.W. 84th Avenue shall be completed and open to traffic no later than the issuance of the final certificate of occupancy for the building which results in the development of fifty percent (50%) or more of the linear frontage of that segment of N.W. 84th Avenue referenced in Exhibit B-6. In any event, said segment of N.W. 84th Avenue shall be substantially improved and open to traffic within fifteen years after the effective date of this Agreement.

(4) N.W. 52nd Street.

Street between N.W. 87th Avenue and N.W. 84th Avenue (the "Adjacent Exhibit B-7 Land"), such portion of N.W. 52nd Street being more particularly described on Exhibit "B-7" (the "Exhibit B-7 Land"), shall commence construction of, construct and/or cause to be constructed a roadway upon the Exhibit B-7 Land simultaneously with the issuance of building permits from the City sufficient to allow the owners of the Adjacent Exhibit B-7 Land to construct improvements upon fifty percent (50%) or more of the linear frontage of the Adjacent Exhibit B-7 Land. Said segment of N.W. 52nd Street shall be completed and open to traffic no later than the issuance of the final certificate of occupancy for the building which results in the development of fifty percent (50%) or more of the linear frontage of that segment of N.W. 52nd Street referenced in Exhibit B-7. In any event, said roadway segment shall be substantially improved and open to traffic within fifteen years after the effective date of this Agreement.

(5) White Course Drive.

(a) The owners of the land immediately adjacent to the portion of White Course Drive between N.W. 87th Avenue and the Paseo Doral (the "Adjacent Exhibit B-8 Land"), such portion of N.W. 52nd Street being more particularly described on Exhibit "B-8" (the "Exhibit B-8 Land"), shall commence construction of, construct and/or cause to be constructed a roadway upon the Exhibit B-8 Land simultaneously with the issuance of building permits from the City sufficient to allow the owners of the Adjacent Exhibit B-8 Land to construct improvements upon fifty percent (50%) or more of the linear frontage of the Adjacent Exhibit B-8 Land. Said segment of White Course Drive shall be completed and open to traffic no later than the issuance of the final certificate of occupancy for the building which results in the development of fifty percent (50%) or

more of the linear frontage of that segment of White Course Drive referenced in Exhibit B-8.

(b) The owners of the land immediately adjacent to the portion of White Course Drive between the Paseo Doral and N.W. 84th Avenue (the "Adjacent Exhibit B-9 Land"), such portion of N.W. 52nd Street being more particularly described on Exhibit "B-9" (the "Exhibit B-9 Land"), shall commence construction of, construct and/or cause to be constructed a roadway upon the Exhibit B-9 Land simultaneously with the issuance of building permits from the City sufficient to allow the owners of the Adjacent Exhibit B-9 Land to construct improvements upon fifty percent (50%) or more of the linear frontage of the Adjacent Exhibit B-9 Land. Said segment of White Course Drive shall be completed and open to traffic no later than the issuance of the final certificate of occupancy for the building which results in the development of fifty percent (50%) or more of the linear frontage of that segment of White Course Drive referenced in Exhibit B-9.

D. Street Lighting Special Taxing District.

The Developer is in the process of establishing a Miami-Dade County special taxing district for street lighting within the Project, which it will utilize to fund costs associated with certain energy obligations and the maintenance of underground infrastructure requirements related to street lights within Downtown Doral. It is the understanding of the parties that the Developer will install the street lighting consistent with the phasing of the roadway improvements contemplated herein and, upon installation of the street lighting, that the City will assume responsibility for maintenance and operation of the street lighting. The Developer will fund the portion of the cost of street lighting that is attributable to the upgrades in the lighting component of the Special Taxing District.

3. Improvement of N.W. 54th Street.

N.W. 54th Street currently exists as a two-lane undivided roadway. The improvement of the segment of N.W. 54th Street between N.W. 87th Avenue and N.W. 79th Avenue is a priority for the City. The parties agree that this segment of N.W. 54th Street shall be improved as a three lane roadway section as more specifically shown on Exhibit "H" (the "54th Street Improvements"). The 54th Street Improvements shall include the installation of new pavement, landscaping, necessary curb, gutter, street lighting and drainage. In order to ensure that the 54th Street Improvements are completed in a timely and efficient manner, the Developer agrees to prepare plans, obtain permits and construct or cause the construction of these improvements, provided, however, that the Developer shall be compensated/reimbursed by the City for fifty percent (50%) of the actual costs associated with the planning, permitting and construction of those improvements, which is the portion of the costs that would otherwise be the responsibility of the City (those improvements north of the centerline of N.W. 54th Street) as designated on Exhibit "H". The construction of the 54th Street Improvements outlined in this paragraph shall be completed and open to the public upon the issuance of i) final certificates of occupancy for the development within the Contiguous Project that would result in 1964 net external pm peak hour project trips for the Contiguous Project based on the methodology provided in Exhibit "E"; or (ii) within fifteen years after the effective date of this Agreement, whichever comes first.

- 4. Off-site Roadway Improvements. The following roadway improvements are deemed to be off-site improvements that are not required for the development of Downtown Doral to proceed (each such improvement is deemed an "Off-Site Improvement"). The parties agree that, to the extent that Downtown Doral will be required to pay transportation impact fees to Miami-Dade County, it would be in the best interest of the parties to work together to advocate for the expenditure of such fees on the following Off-Site Improvements. However, it is expressly understood that the Developer is not obligated to construct any of these Off-Site Improvements and may, instead, pay its impact fees. The Developer's performance of any of these Off-Site Improvements is expressly subject to the following conditions:
 - A. The Developer receiving roadway impact fee credits or contribution in lieu of roadway impact fees for the cost of each such Off-Site Improvement; or
 - B. The City or County funding the cost of each such Off-Site Improvement; or
 - C. The Developer receiving roadway impact fee credits or contribution in lieu of roadway impact fees for a portion of the cost of each such Off-Site Improvement with the City funding the balance of each such cost.

In the event that the Developer does not receive roadway impact fee credits, contribution in lieu of roadway impact fees or City or County funding for the cost of each such Off-Site Improvement, the Developer is relieved of any and all obligations to undertake such Off-Site Improvement. All Off-Site Improvements to be constructed or caused to be constructed will be reviewed and approved by the City and other appropriate agencies, with review and comment by the staff of those agencies with jurisdiction over said roadways. The following are the Off-Site Improvements contemplated by the parties:

- A. New Roadway Construction of Portion of N.W. 97th Avenue. The Developer may acquire (to the extent that right of way is otherwise unavailable), construct or cause to be constructed and then dedicate (if applicable) to the City the northerly extension of N.W. 97th Avenue from N.W. 70th Street to N.W. 74th Street.
- B. Existing Roadway Paving and Drainage Improvements. Construct or cause the construction of the following existing roadways by installing or causing to be installed, among other things, new pavement and drainage, sidewalk, curb and gutter, pavement marking and signing, signalization, lighting and landscaping on the following roadway segments:
- (1) The westbound lane on the north side of N.W. 54 Street between N.W. 87th Avenue and N.W. 79th Avenue; and
- (2) Northwest 84th Avenue between N.W. 54th Street and N.W. 58th Street; and
- (3) N.W. 33rd Street between N.W. 82nd Avenue and N.W. 79th Avenue.
- C. Road Widening Improvements. Acquire the necessary right of way and thereafter construct or cause to be constructed and dedicate two additional lanes on N.W. 97th Avenue between N.W. 52nd Street and N.W. 58th Street, thereby widening the existing roadways from two (2) lanes to four (lanes).

- D. Intersection Improvements. Construct or cause to be constructed certain intersection improvements as may be warranted, as follows:
- (1) N.W. 84 Avenue at N.W. 58th Street; and
- (2) N.W. 107th Avenue and 58th Street; and
- (3) N.W. 107th Avenue at N.W. 41st Street.

5. Park Conveyance, Improvement and Maintenance.

In accordance with paragraph 12(b)(iii) of the Master Development Agreement for Downtown Doral, the Developer and City have selected a site for a public park and recreational purposes (the "Downtown Doral Park"; legally described in Exhibit "I"), which the Developer will improve and convey to the City, subject to the following:

- A. Investment-backed Expectations. "Downtown Doral" is the name used by the Developer to identify a master planned mixed-use community. The City acknowledges that Grantor has made and will continue to make a considerable investment of money and effort in the creation and development of Downtown Doral and that the Developer has a continuing financial and reputational interest in the quality of Downtown Doral. The purpose and intent of these conditions is, therefore, to assure that the development of the Downtown Doral Park is in harmony with, is a complementary part of, and observes standards commensurate with the planning, design, general architectural scheme, layout, operation, and aesthetics of Downtown Doral.
- B. Permitted Use. The downtown Doral park shall be named "Downtown Doral Park" and may be used only for public, generally passive, park purposes. In no event shall the City allow the Downtown Doral Park to be used as anything other than a public and generally passive park and the Park shall not be operated in a manner which (i) is disruptive to the peace and quiet of the residents of Downtown Doral; or (ii) unreasonably interferes with their enjoyment of the Downtown Doral Park. Notwithstanding the foregoing, nothing herein shall prohibit City-sponsored or authorized events from being held in Downtown Doral Park, subject to the following restrictions:
- (1) The City shall not authorize any activities in the Downtown Doral Park after 9:30 pm or before 7:00 am.
- (2) The parties expressly recognize that the Downtown Doral Park will be used from approximately Thankgiving through New Years Eve of any given year, for the installation and operation of the City's holiday season display, including the conduct and hosting of a "lighting" ceremony.
- (3) Notice of any major events (those events that could expect over 300 participants during any given day) must be provided to the Downtown Doral Community Association Board of Directors (the "Association") or its successor at least five (5) business days prior to the major event. Such notice shall provide the Association with a

description of the event, the number of attendees expected in total and during its peak period, the City's security and public safety plans and a parking and pedestrian management plan for the event.

- (4) In no event shall the Downtown Doral Park hold any event that exceeds the capacity of same in accordance with any and all applicable Fire and Police Department and public safety requirements.
- (5) Commercial activities within the Downtown Doral Park are prohibited without prior approval of the Association, in its sole discretion, provided that temporary food vending carts at City-sponsored events and a monthly farmers market are expressly permitted.
- (6) No other development rights or entitlements, which may otherwise benefit or affect the Downtown Doral Park, pursuant to the Project Approvals for Downtown Doral, shall be assigned to the Park.
- Conveyance. The Developer shall convey the Park to the City either directly or by conveying it to the CDD and then to the City. Such conveyance shall be via Special Warranty Deed substantially in the form attached as Exhibit "J" and subject to the restrictions provided therein, simultaneously with the delivery of the City Hall building and property to the City. However, it is understood and agreed that such conveyance shall occur prior to the installation of the Artwork, Furniture and Utilities/Lighting, Landscaping and Signage within the Park (the "Park Improvements;" as more particularly described and defined in paragraph 5D(1) (4), below), which shall be delivered and installed by the Developer, as appropriate, no later than one year following the date that the Park is conveyed to the City. Following such conveyance, the City agrees to provide the Developer with reasonable access to the Park in order to accomplish the installation of the Park Improvements in accordance with the terms of this Agreement.
- D. Improvements to Park. The City acknowledges that the Developer intends to make a significant investment in the improvement of the Park by the time of the delivery of the Park to the City, including:
- (1) Public Art. The Developer has and will expend considerable time and money in commissioning a renowned artist, Michele Oka Doner (the "Artist"), to design and install certain works of art to be placed within the Downtown Doral Park, notably a pavilion (the "Pavilion"), certain hardscape ("Hardscape") and benches/furniture (the "Furniture"). The Pavilion, Hardscape, and Furniture are collectively referred to as the "Artwork". At all times following its installation by the Developer, the City shall use reasonable effort to maintain the Artwork, in accordance with the commercial standards provided by the Artist, in the exact condition that existed at the time of its installation, ordinary wear and tear excepted, and shall not change colors, orientation, dimensions or other characteristics related to the Artwork.

The Developer reserves the right, at its sole discretion, to design and install a more traditional pavilion, hardscape and benches/furniture, designed by a qualified and

licensed landscape architect and which would not qualify as Artwork ("Alternative Park Facilities").

Upon completion of the installation of the Artwork or the Alternative Park Facilities, the Developer, its assigns, itself or through the CDD shall convey/dedicate its title and interests in said facilities and fixtures to the City.

- (2) <u>Furniture and Utilities/Lighting</u>. The Developer shall install the Furniture and utilities/lighting (the "Utilities/Lighting") in the Downtown Doral Park in accordance with the Furniture and Utilities/Lighting plan attached as Exhibit "K". At the time of and as part of the Developer's conveyance of the Downtown Doral Park to the City, the Developer shall provide the City with a detailed inventory, including the cost per item, of the Furniture and Utilities/Lighting. At all times following its installation by the Developer, the City shall use reasonable efforts to maintain the Furniture and Utilities/Lighting in a good condition, in accordance with manufacturer's commercial standards, similar to that which existed at the time of its installation and shall not change colors, orientation, dimensions or other characteristics as existed at that time without notifying the Association. In no event, however, shall the City be obligated to replace any item of Furniture or Utilities/Lighting with an item of similar cost if such item is damaged or destroyed through no fault of the City or its employees or agents.
- Landscaping. The Developer has or shall install certain landscaping, including an irrigation system, in the Downtown Doral Park (the "Landscaping") in accordance with the Downtown Doral Park Landscape Plan attached as Exhibit "L". The City shall maintain the Landscaping similar to that which existed at the time of its installation for a period of fifteen (15) years from the date that the Park is conveyed to the City (the "Replacement Period"). Any changes to the Landscaping within the Park during the Replacement Period shall be subject to approval by the Association, which approval shall not be unreasonably withheld. Following the Replacement Period, the City shall still be obligated to maintain the Park's Landscaping in good condition, but shall have full discretion as to design, landscape architecture and species selection.
- (4) <u>Signage</u>. The Developer shall install a sign ("Signage") at the entrance of the Park which designates the Park as Downtown Doral Park and is designed in a manner that is compatible with the Artwork or, should the Alternative Park Facilities be installed, said Alternative Park Facilities.

E. Care and Condition of Land.

(1) <u>Maintenance</u>. The City shall maintain the Park, including the Artwork, Furniture and Utilities/Lighting and Landscaping, in a good condition as provided above, comparable to the condition that existed as of the date and time of conveyance, assuming normal wear and tear, but with the express understanding that any replacement or repair shall be consistent with same. The City shall use such reasonable care as is necessary to maintain such a condition.

In the event that the Developer does not install such Artwork as contemplated in this, but rather, installs more traditional facilities, the City shall maintain such the Park and

Alternative Park Facilities in a manner that is consistent with the City's standards for all its other parks within Doral.

(2) <u>Insurance</u>. In order to ensure that the Park, Artwork, Furniture and Utilities/Lighting and Landscaping are maintained as provided herein, the City shall maintain property damage insurance for a term of twenty (20) years from the date that the Park is conveyed to the City, in the amount of at least one million dollars (\$1,000,000) plus the value of the Public Art as established at the time of installation, with a deductible not to exceed three hundred thousand dollars (\$300,000), and contractual liability insurance with respect to the City's obligations hereunder in accordance with Florida law, all covering the obligations of the City hereunder, which insurance shall name the Developer and Association as additional insureds thereunder in the event that the City fails to maintain same.

Said insurance shall be written by a reputable insurance company having a rating of at least "A+:VII" by Best's Rating Guide (or a comparable rating by a successor rating service) require thirty (30) days' advance written notice to the Developer and Association of any cancellation or modification of said policies. Upon request from the Developer or the Association, the City will, in a reasonably prompt manner, deliver to Grantor a certificate or duplicate policy(ies) showing such policy(ies) in force, as well as updated or renewed certificates or policies.

The City's obligation to maintain the Park, Artwork, Furniture and Utilities/Lighting and Landscaping shall not exceed the extent of the insurance proceeds described herein.

- F. Safety and Security. The City shall make reasonable efforts, within the scope of its police power, to ensure that the Downtown Doral Park remains safe and secure for the residents of the City and Downtown Doral.
- G. Limitation on Use. It is expressly provided that the Park shall be used solely as a public park and for no other use, municipal or otherwise. The Developer, its successors and/or assigns, the Association and its members (including landowners) and the CDD shall have the right to enforce this provision pursuant to any action at law or in equity, including Injunction or Writ of Mandamus.
- H. Impact Fees. The improvement and dedication of the final Downtown Doral Park is eligible and creditable against the Downtown Doral Project's City Park Impact Fee obligation (\$1,500 per dwelling unit; hereinafter the "Park Impact Fee"). The City hereby acknowledges that the appraised value of the Park and its associated improvements (\$9,178,000.00) exceeds the maximum Park Impact Fee which can be assessed for the development of Downtown Doral's currently-approved 2,840 residential dwelling units (\$4,260,000.00). Therefore, the dedication of the Park and improvements thereto are in full satisfaction of the Park Impact Fees that would be due for the development of Downtown Doral and shall be credited against the Park Impact Fee payments that may be due at the time of issuance of any building permits within the Property.

- 6. <u>Binding Effect.</u> The rights and obligations set forth in this Agreement shall bind the City and Developer, and this Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees and assigns.
- 7. <u>Governing Laws.</u> This Agreement 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 Agreement.
- 8. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties hereto relating in any way to the subject matter contained herein and merges all prior discussions between the Developer and the City relative to the subject matter contained herein. Neither party shall be bound by any agreement, condition, warranty or representation other than as expressly stated in this Agreement and this Agreement may not be amended, modified or released except by written instrument signed by the City and the Developer (or its assigns, which may include, but not be limited to a Community Development District and/or a master property Developers' association with appropriate authority over the Property).
- 9. <u>Term</u>. The term of this Agreement shall run coterminous with and shall expire simultaneously with the term of the Development Agreement as it may be amended from time to time.
- 10. <u>Modification, Amendment, Release.</u> This Agreement contemplates the completion of construction of certain infrastructure improvements within specified time-frames. It is expressly agreed and understood by the parties that these time-frames may be extended by up to two years upon approval of the Developer and City Manager, or her/his successor, without the need to otherwise formally amend this Agreement pursuant to this section. Such approval shall not be unreasonably withheld.

This Agreement may otherwise be modified, amended or released in whole or in part by a written instrument executed by the, then, Developer(s) of such portion(s) of the Property that is covered under such modification, amendment or release, provided that the same is also approved by the City Council, or pursuant to other procedures permitted under the City of Doral Code and applicable State law, whichever by law has jurisdiction over such matters.

Should this Agreement be so modified, amended or released, the City Manager, or the successor executive officer of the City of Doral, or in the absence of such executive officer by her/his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuation and acknowledging such modification, amendment or release.

- 11. Recording. This Agreement shall not be filed of record in the Public Records of Miami-Dade County, Florida, but shall be maintained in the City's files as a public record.
- 12. <u>Cumulative Remedies.</u> Nothing contained herein shall prevent the Developer from exercising its rights and remedies may have under law.

- 14. <u>Severability.</u> If any Section, sentence, clause, paragraph, or phrase of this Agreement is to be invalidated or deemed unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Agreement.
- 15. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, and each such counterpart will for all purposes be deemed an original, and all such counterparts shall constitute one and the same instrument.

[Signature Page Follows]

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

CITY:

ATTEST:

CITY OF DORAL, FLORIDA

City Clerk

day of _

112

City Manager

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

DEVELOPER:

WITNESSES:	CM DORAL DEVELOPMENT COMPANY, LLC, a Delaware limited liability company
	By: Doral JV Acquisition Company LLC, a Delaware limited liability company, its sole member
Signature Print Name	By: Miscellaneous Income Corp., a Delaware corporation, its sole member By: M. M. M. Name: Joseph B. Dobronyi, Jr. Title: Vice President
Shura Oszmian Print Name	
STATE OF FLORIDA COUNTY OF MIAMI-DADE SS	
a Delaware corporation, the sole member of D limited partnership, the sole member of CM limited liability company, on behalf of the co	knowledged before me this day of as Vice President of Miscellaneous Income Corp., Foral JV Acquisition Company, LLC, a Delaware Doral Development Company, LLC, a Delaware ompany. She is personally known to me or has as identification, and acknowledged that she did for the purposes stated herein.
My Commission Expires:	Notary Public, State of Florida
	Print Name ESTHER MARY KRIVDA Notary Public, State of New York Qualified in Bronx County Reg. No. 01KR6051251 My Commission Expires Nov. 20, 2014

JOINDER BY COMMUNITY DEVELOPMENT DISTRICT

The undersigned, DOWNTOWN DORAL COMMUNITY DEVELOPMENT DISTRICT (the "CDD"), a special district established pursuant to Chapter 190, Florida Statutes, which has authority over the property described in the foregoing Agreement, does hereby consent to this Agreement between the Developer, CM Doral Development Company, LLC, a Delaware limited liability company, and the City, and agrees to abide by the provisions contained within paragraphs 2 and 3 of this Agreement, which direct the conveyance of certain roadways and the improvements thereof to the City. Said requirements to convey said roadways and improvements shall be binding upon the undersigned CDD, where applicable, unless and until the same is modified or released.

IN WITNESS WHEREOF, these pro	esents have been executed this day of August,
WITNESSES:	DOWNTOWN DORAL COMMUNITY DEVELOPMENT DISTRICT, a community development district pursuant to Ch. 190, FS
Signature Mark Print Name	By Print: Roberto Pesant
Signature Signature Suff M Lugo Print Name	Address:
STATE OF FLORIDA)) SS COUNTY OF MIAMI-DADE)	
The foregoing instrument was ack, 2012, by	nowledged before me this 6th day of Perto Pesart, Chairman of DEVELOPMENT DISTRICT. He/she is personally as identification and did/did not take an Notary Public -State of Florida
My Commission Expires: Ruth M. Lugo COMMISSION # EE004828 EXPIRES: JUN. 28, 2014 www.AARONNOTARY.com	Print Name <u>Buth</u> M Lugo

Downtown Doral Roadway Improvement and

Public Park Area Improvement and Maintenance Agreement Exhibit List

Exhibit A	Legal Description of Property (A-1 through A-2)
Exhibit B	On-Site Roadway to be Improved (Key Map, B-1 through B-9)
Exhibit C	Downtown Doral Thoroughfare Standards
Exhibit D	City Hall Site (Legal)
Exhibit E	Net External PM Peak Hour Trip Methodology
Exhibit F	NW 84 Avenue Extension Sketch
Exhibit G	Paseo Sketch
Exhibit H	54 th Street Improvements
Exhibit I	Legal Description Sketch of Downtown Doral Park Property
Exhibit J	Park Site Special Warranty Deed Form
Exhibit K	Park Furniture and Utilities/Lighting Plan
Exhibit L	Park Landscape Plan

EXHIBIT A-1

LEGAL DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION:

TRACT A

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 53 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA: SAID PARCEL CONTAINS THE FOLLOWING: ALL OF TRACTS 1, 2, 3, 6, 9, 13, 17, 20, 33 THROUGH 38 OF KOGER EXECUTIVE CENTER, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 91, AT PAGE 38; AND ALL OF TRACTS C. E. A PORTION OF TRACT A AND TRACT D LESS THE EAST 34.02 FEET THEREOF, OF KOGER CENTER PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 106 AT PAGE 15; AND ALL OF TRACTS A, B, C AND D OF THE KOGER CENTER, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 132 AT PAGE 73 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; AND PORTIONS OF N.W. 52ND STREET, N.W. 53RD STREET, N.W. 53RD TERRACE, N.W. 54TH STREET, N.W. 84TH AVENUE AND N.W. 87TH AVENUE RIGHT-OF-WAY; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF THE NORTH 1/4 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 22, SAID POINT LYING AT THE INTERSECTION OF THE CENTERLINE OF N.W. 87TH AVENUE AND THE WESTERLY PROLONGATION OF THE SOUTH LINE OF SAID TRACT 1: THENCE NORTH 00°4'32" EAST ALONG SAID CENTERLINE OF N.W. 87TH AVENUE FOR A DISTANCE OF 327.72 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N.W. 52ND STREET; THENCE SOUTH 88°37'50" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 942.50 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 90°00'00": THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 94.25 FEET TO A POINT OF TANGENCY; SAID POINT LYING ON THE CENTERLINE OF N.W. 84TH AVENUE; THENCE NORTH 01°22' 10" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 1157.54 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 94.25 FEET TO A POINT OF TANGENCY: SAID POINT LYING ON THE CENTERLINE OF N.W, 53RD TERRACE, THENCE NORTH 88°37'50" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 128.46 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE WEST LINE OF SAID TRACT 20; THENCE NORTH 01°22'10" EAST ALONG SAID SOUTHERLY PROLONGATION, THE WEST LINE OF SAID TRACT 20 AND THE NORTHERLY PROLONGATION THEREOF FOR A DISTANCE OF 376.10 FEET TO A POINT LYING ON THE CENTERLINE OF N.W. 54TH STREET; THENCE SOUTH 88°35'49" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 469.99 FEET: THENCE CONTINUE ALONG SAID CENTERLINE SOUTH 88°34'40" EAST FOR A DISTANCE OF 1322.61 FEET: THENCE CONTINUE ALONG SAID CENTERLINE SOUTH 88°34'40" EAST FOR 748.10 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE EAST LINE OF SAID TRACT 38; THENCE SOUTH 0121'30" WEST ALONG SAID NORTHERLY PROLONGATION. SAID EAST LINE AND SOUTHERLY PROLONGATION THEREOF TO A POINT LYING ON THE CENTERLINE OF N.W. 53RD STREET: THENCE NORTH 88°38'30" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 18.92 FEET TO THE INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE WEST LINE OF THE EAST 34.02 FEET OF SAID TRACT D; THENCE SOUTH 01°21'30" WEST ALONG SAID NORTHERLY PROLONGATION AND WEST LINE OF THE EAST 34.02 FEET OF TRACT D FOR A DISTANCE OF 312.21 FEET TO A POINT LYING ON THE SOUTH LINE OF SAID TRACT D; THENCE NORTH 88°39'27" WEST FOR A DISTANCE OF 713.72 FEET TO THE SOUTHWEST CORNER OF SAID TRACT C OF KOGER CENTER PARK; THENCE SOUTH 00°00'17" EAST ALONG THE EAST LINE OF SAID TRACT B FOR A DISTANCE OF 659.97 FEET TO THE SOUTHEAST CORNER OF SAID TRACT C, SAID POINT ALSO BEING THE CENTER OF SAID SECTION 22; THENCE NORTH 88°37'50" WEST ALONG THE SOUTH LINE OF SAID TRACT C, TRACT D AND THE WESTERLY PROJECTION THEREOF FOR A DISTANCE OF 1322.78 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 9; THENCE SOUTH 00°03'00" WEST FOR A DISTANCE OF 663.09 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 3: THENCE NORTH 88°30'43" WEST ALONG THE SOUTH LINE OF SAID TRACTS 3, 2, 1 AND THE WESTERLY PROLONGATION THEREOF FOR A DISTANCE OF 1323.14 FEET TO THE POINT OF BEGINNING. CONTAINING 74.253 ACRES, MORE OR LESS.

TRACT B

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 53 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY. FLORIDA; SAID PARCEL CONTAINS THE FOLLOWING: ALL OF TRACTS 4, 5, 7, 8, 10, 11, 12, 14, 15, 16, 18, AND 19 OF KOGER EXECUTIVE CENTER, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 91, AT PAGE 38 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; AND PORTIONS OF N.W. 52ND STREET, N.W. 53RD STREET, N.W. 53RD TERRACE, N.W. 54TH STREET, N.W. 84TH AVENUE. AND. N.W. 87TH AVENUE RIGHT-OF-WAY; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 22. SAID POINT LYING AT THE INTERSECTION OF THE CENTERLINE OF N.W. 87TH AVENUE AND THE CENTERLINE OF N.W. 54TH STREET, THENCE SOUTH 88°35'49" EAST ALONG THE SAID CENTERLINE OF N.W. 54TH STREET FOR A DISTANCE OF 852.42 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE EAST LINE OF SAID TRACT 19; THENCE SOUTH 01°22'10" WEST ALONG SAID NORTHERLY PROLONGATION AND THE EAST LINE OF SAID TRACT 19 AND THE SOUTHERLY PROLONGATION THEREOF FOR A DISTANCE OF 376.10 FEET TO THE INTERSECTION WITH THE CENTERLINE OF N.W. 53RD TERRACE; THENCE SOUTH 88°37'50" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 128.46 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 60.00 FEET, AND A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 94.25 TO A POINT OF TANGENCY; SAID POINT LYING ON THE CENTERLINE OF N.W. 84TH AVENUE; THENCE SOUTH 01°22'10 " WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 1157.54 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; HAVING A RADIUS OF 60.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 94.25 FEET TO A POINT OF TANGENCY; SAID POINT LYING ON THE CENTERLINE OF N.W. 52ND STREET; THENCE NORTH 88°37'50" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 942.50 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N.W. 87TH AVENUE; THENCE NORTH 00°04'32" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 332.62 FEET; THENCE CONTINUE ALONG SAID CENTERLINE NORTH 00°01'53" EAST FOR A DISTANCE OF 1321.96 FEET TO THE POINT OF BEGINNING, CONTAINING 37.128 ACRES, MORE OR LESS.

TRACT C

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

FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22 SAID POINT LYING AT THE INTERSECTION OF THE CENTERLINE OF N.W. 79TH AVENUE AND THE EASTERLY PROLONGATION OF SAID TRACT E, THENCE NORTH 88°39'27" WEST ALONG THE SAID EASTERLY PROLONGATION OF TRACT E AND THE SOUTH LINE OF TRACT E AND D RESPECTIVELY FOR A DISTANCE OF 609.03 FEET: THENCE NORTH 01°21'30" EAST ALONG THE WEST LINE OF THE EAST 34.02 FEET OF SAID TRACT D AND ITS NORTHERLY PROLONGATION THEREOF FOR A DISTANCE OF 312.21 TO A POINT LYING ON THE CENTERLINE OF N.W. 53RD STREET; THENCE SOUTH 88°38'30" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 18.92 FEET: THENCE NORTH 01°21'30" EAST ALONG THE SOUTHERLY PROLONGATION OF THE WEST LINE OF TRACT 39, THE WEST LINE THEREOF, AND THE NORTHERLY PROLONGATION THEREOF FOR A DISTANCE OF 347.21 FEET TO A POINT LYING ON THE CENTERLINE OF N.W. 54TH STREET; THENCE SOUTH 88°34'40" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 574.16 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N.W. 79TH AVENUE; THENCE SOUTH 00°01'43" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 659.33 FEET TO THE POINT OF BEGINNING, CONTAINING 8,946 ACRES, MORE OR LESS.

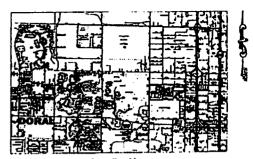
EXHIBIT A-2

SKETCH OF CONTIGUOUS PROPERTY

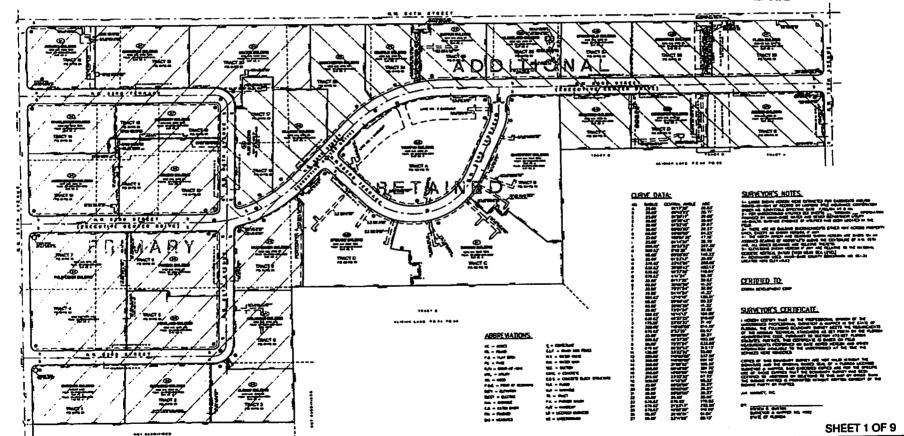
BOUNDARY SURVEY

BEACON TOWN CENTRE
STREET/PARCEL INDEX SHEET





Location Map



would a set to provide a set of the set of t

J.H. MANUCY, INC.

Lord Surveyor / Chr. Structure & Communical Emphrey

lord (200) \$877-031 * 17 (200) \$879-1705

Let (200) \$877-031 * 17 (200) \$879-1705



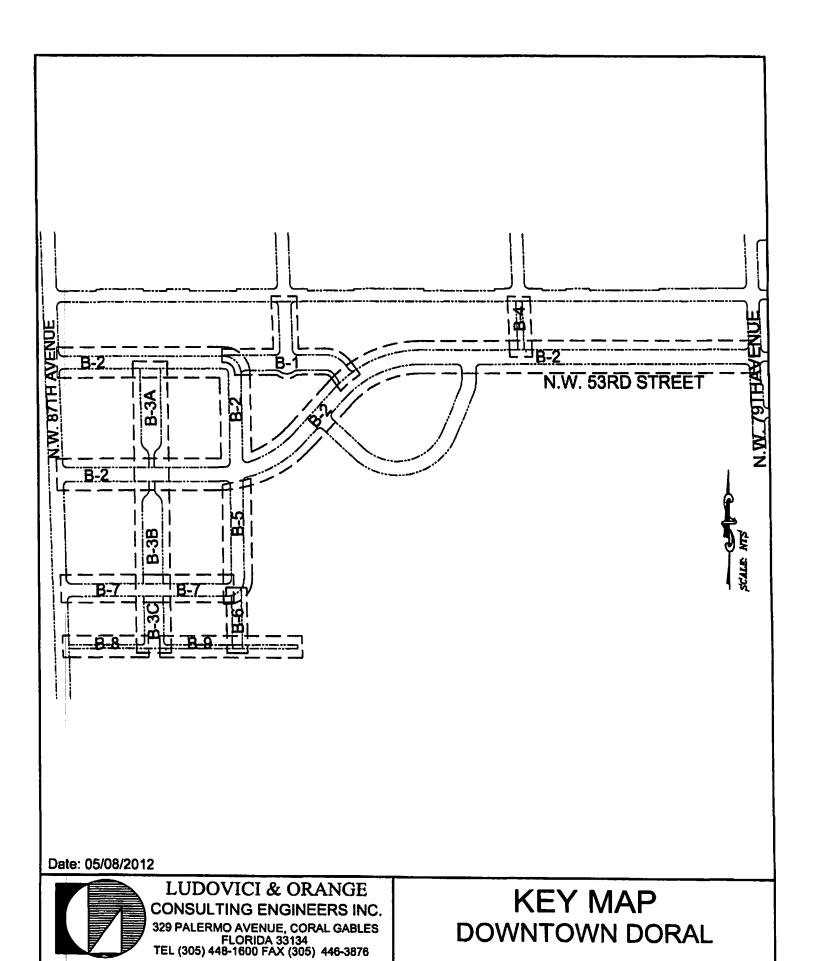
PROPARED FOR

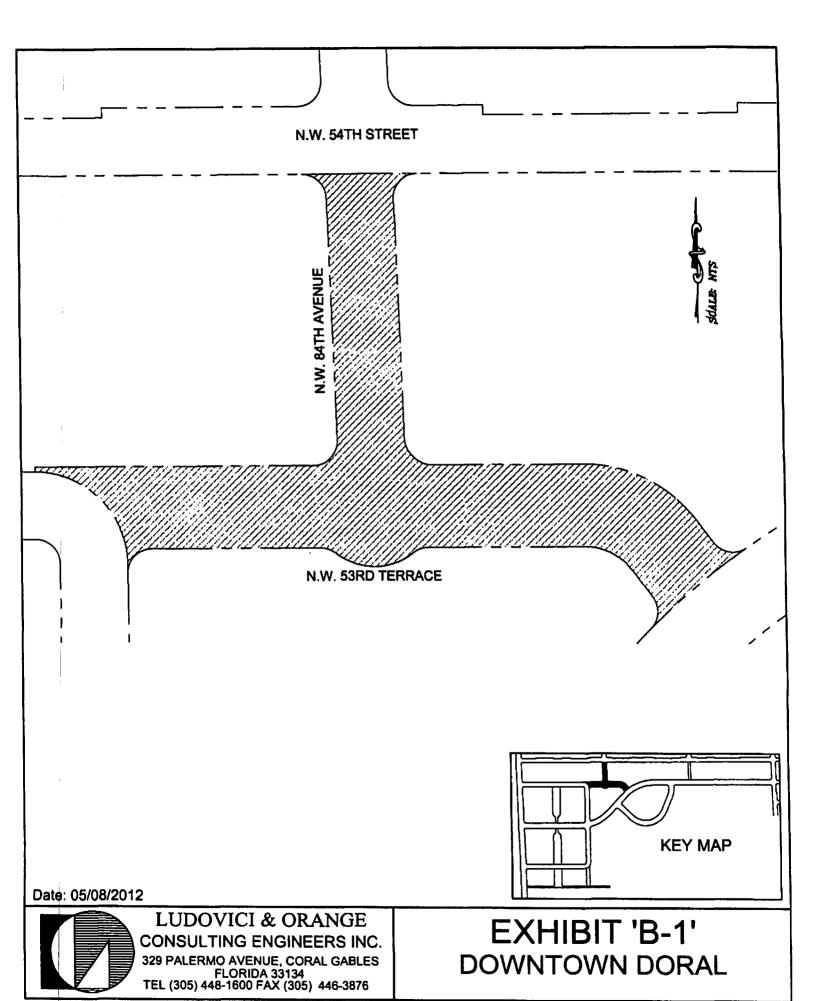
Codina Development Corp.

DATE: 13/17/04
DRAME SB
DEDED E
SCALE: 1" = 120"
TELD 800K A369-58
OFDER NO.: 136283

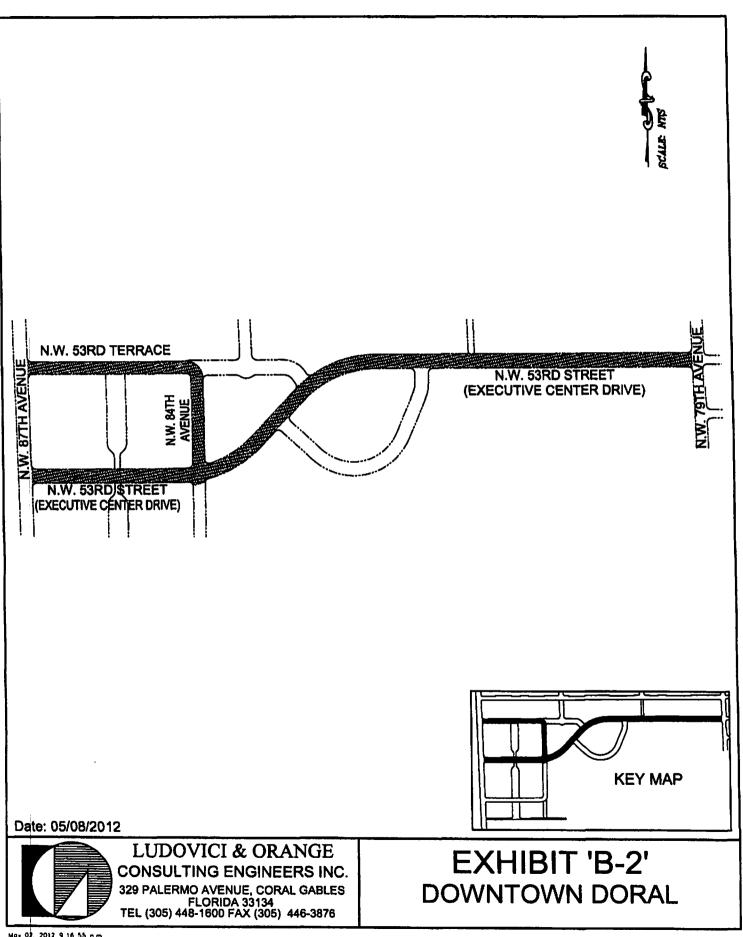
EXHIBIT B

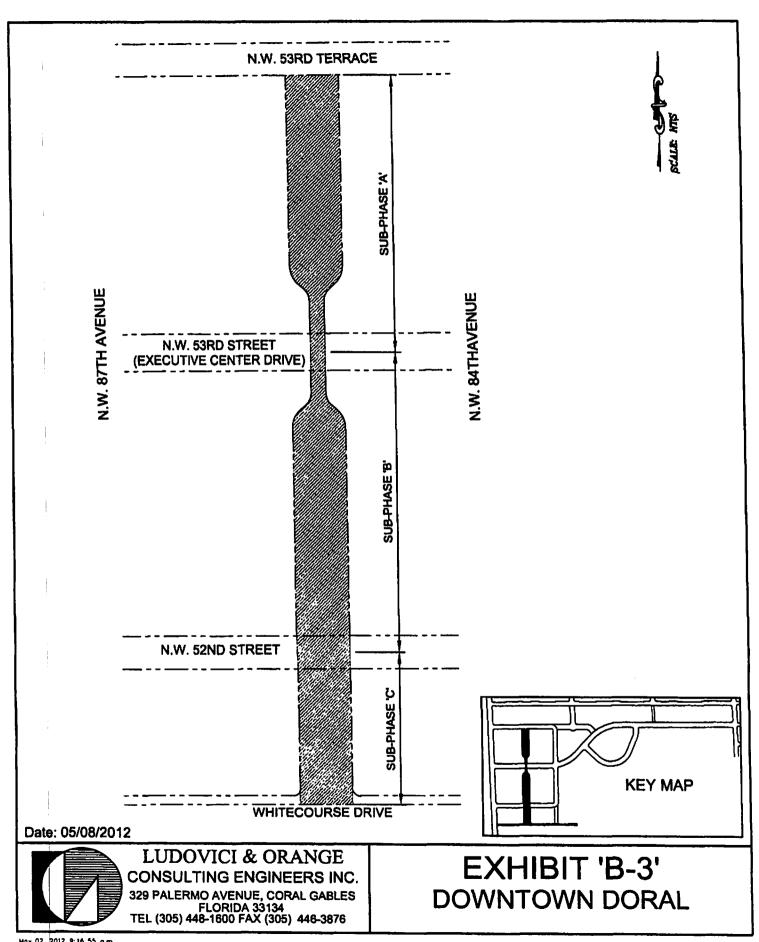
On-Site Roadway to be Improved (Key Map, B-1 through B-9)

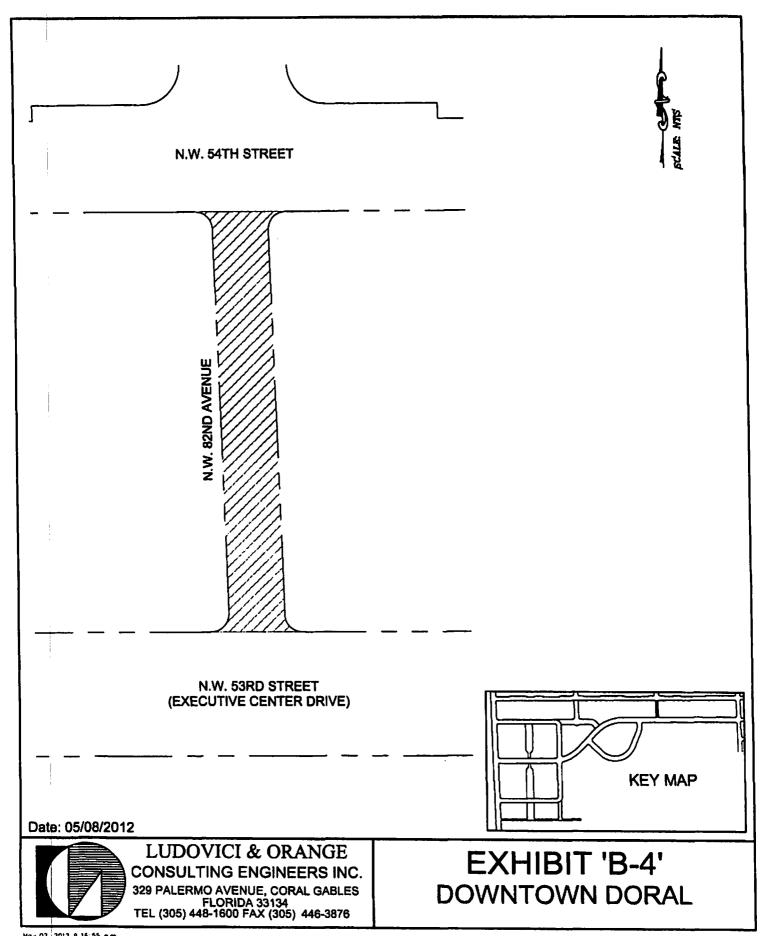


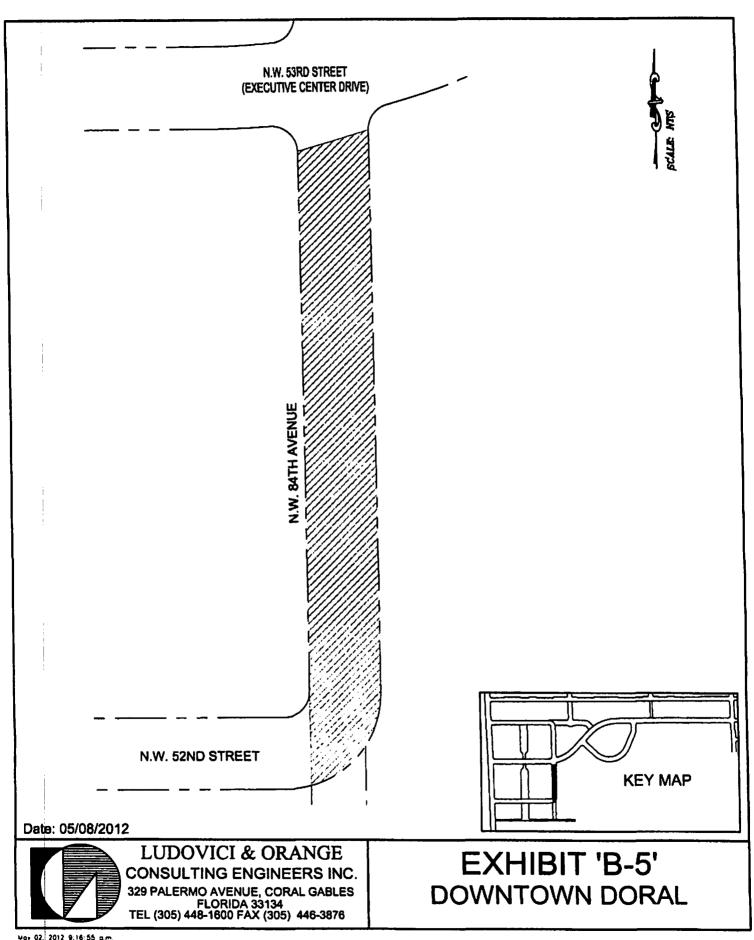


m b 28 at 0 STOS SO JEW. DAG 18HHX3, C18/ORG/JARDII MAGIMWUD BERDOS/FDOS/210 RORI/ATAD 127/OMBIJINIOHIALAC/RYSRED / LLLL

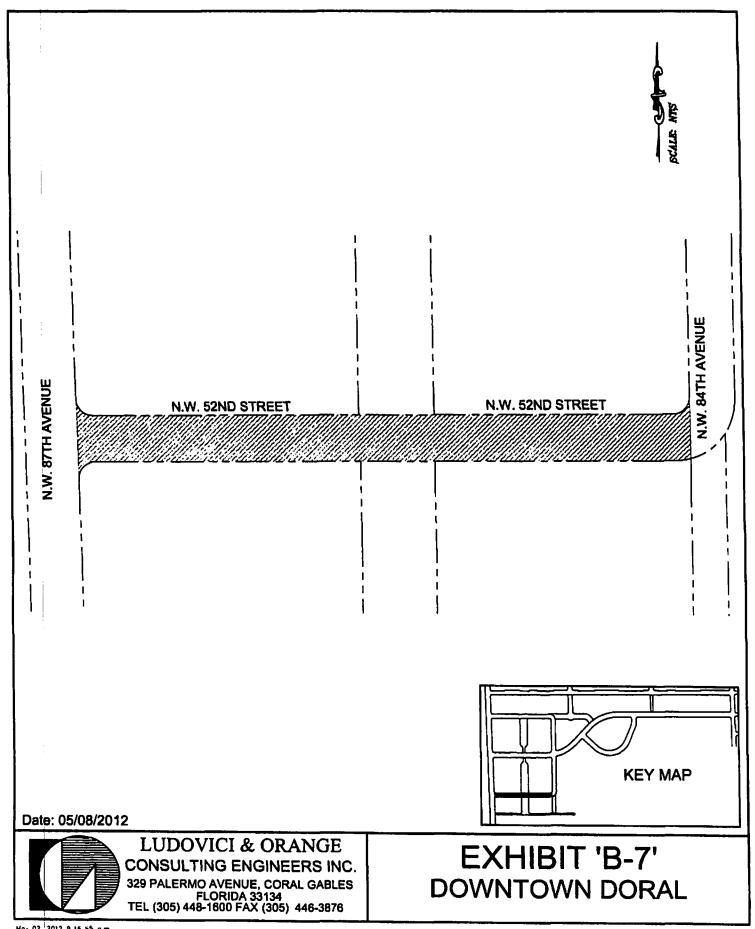


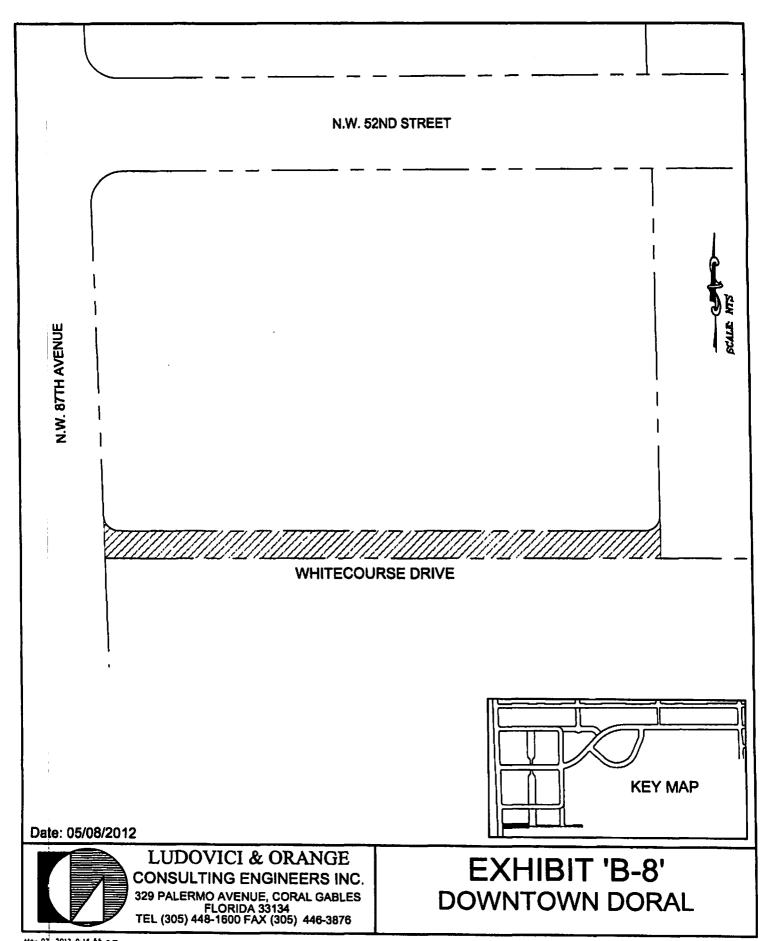






N.W. 52ND STREET N.W. 84TH AVENUE WHITECOURSE DRIVE **KEY MAP** Date: 05/08/2012 **LUDOVICI & ORANGE** EXHIBIT 'B-6' CONSULTING ENGINEERS INC. 329 PALERMO AVENUE, CORAL GABLES FLORIDA 33134 TEL (305) 448-1600 FAX (305) 446-3876 **DOWNTOWN DORAL**





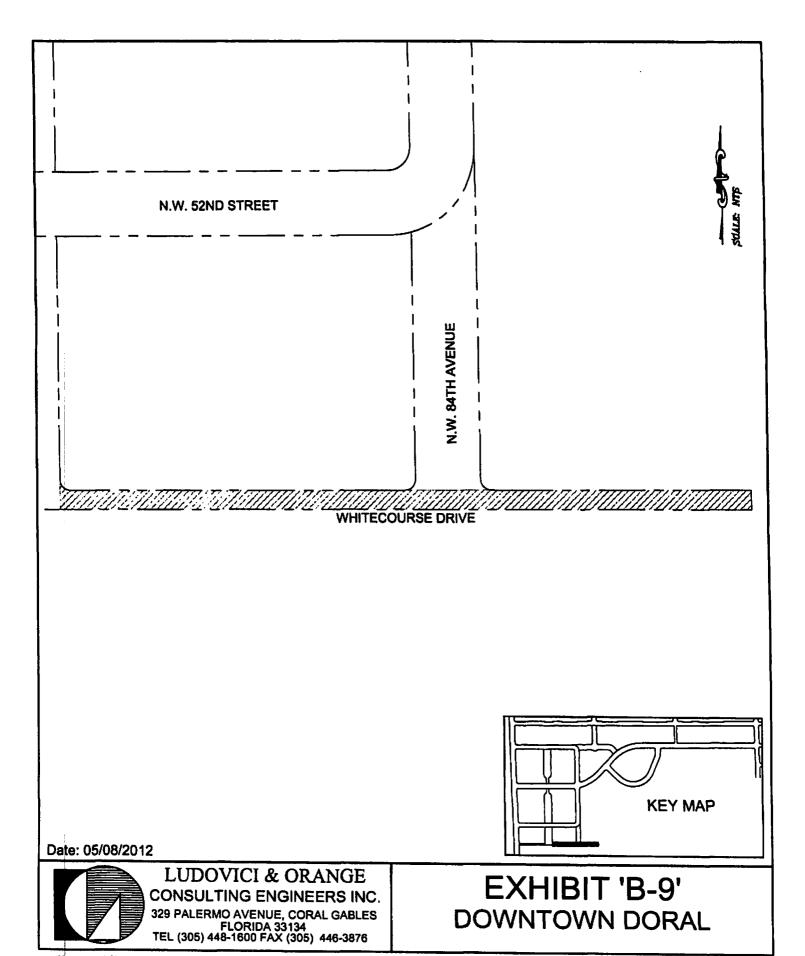
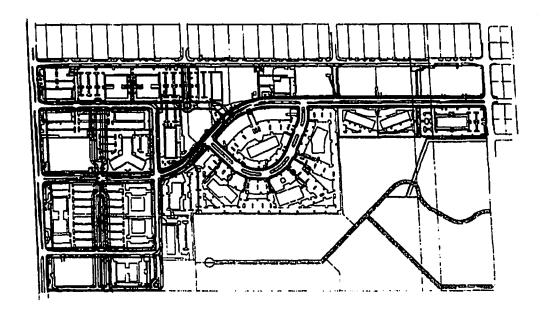


EXHIBIT C

DOWNTOWN DORAL THOROUGHFARE STANDARDS

DOWNTOWN DORAL THOROUGHFARE STANDARDS

DORAL, FLORIDA



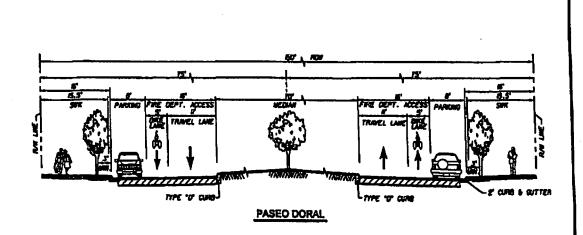
Prepared for: CM Doral Development Company, LLC

Prepared by:



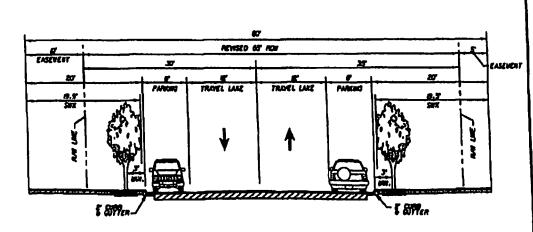
David Plummer & Associates, Inc 1750 Ponce de Leon Blvd. Coral Gables, Florida 33134

November 2010



TYPE	BOULEVARD
DESIGN SPEED	30 MPH
CURB TYPE	RAISED
PLANTER WELLS	4'X4' (BOTH SIDES)
PLANTER SPACING	25' o.c.
STREET LIGHTS	75' SPACING (BOTH SIDES)

Amended II/0I/IO



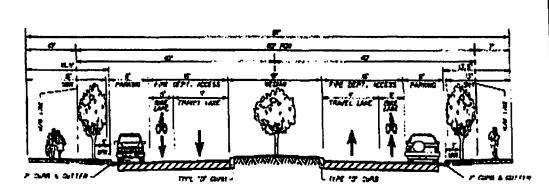
NW 63 STREET (WEST OF NW 63 TERRACE)

TYPE	COMMERCIAL
DESIGN SPEED	30 UPH
CURB TYPE	RAISED
PLANTER WELLS	4'X4' (BOTH SIDES)
PLANTER SPACING	25' o.c.
STREET LIGHTS	75' SPACING (STAGGERED)

Amended 03/16/11

DOWNTOWN DORAL

THOROUGHFARE STANDARDS



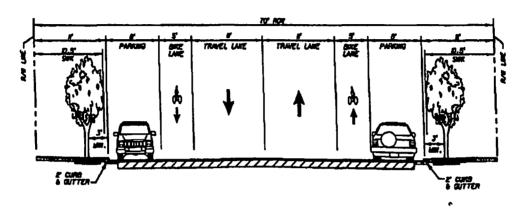
NW 63 STREET (EAST OF NW 63 TERRACE)

TIPE	BOULE VARD .
SESIGN SPEED	SG MPH
CURB TYPI	RAISED
NI MIER NELLS	4'X4 'SOTH SIDESI
PLANTER SPACING	25° s.c.
STREET LADAIS	75' SPACHG (HOTH SIGES)
EAST WERTS	AFFER IS WERASTRUCTURE ACREENENT

American OT/OR/SI

DOWNTOWN DORAL

THOROUGHFARE STANDARDS



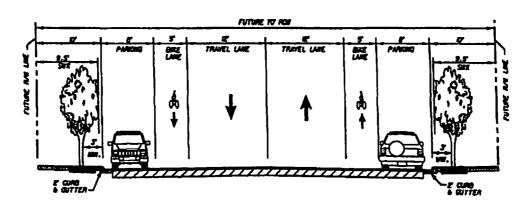
NW 53 TERRACE FROM IN ST AVENUE TO ROUMBABOUT AT INI DA AVENUE) ANTEL

TYPE	RESIDENTIAL / COMMERCIAL	
DESIGN SPEED	30 MPH	
CURB TYPE	RAISED	
PLANTER WELLS	4'X4' (BOTH SIDES)	
PLANTER SPACING	25' o.c.	
STREET LIGHTS	75' SPACING (ONE SIDE)	

Amended II/0I/IO

DOWNTOWN DORAL

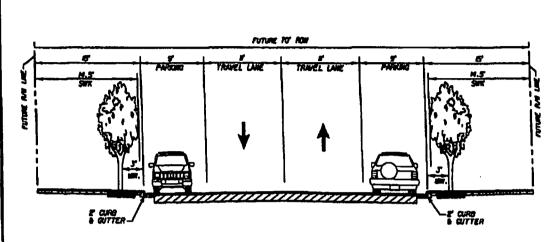
THOROUGHFARE STANDARDS



NW 53 TERRACE (FROM ROUNGABOUT AT INT 84 AVERAGE TO INT 53 STREET)

TYPE	RESIDENTIAL / COMMERCIAL	
DESIGN SPEED	30 MPH	
CURB TYPE	RAISED	
PLANTER WELLS	4'X4' (BOTH SIDES)	
PLANTER SPACING	25' o.c.	
STREET LIGHTS	75' SPACING (ONE SIDE)	

Amended II/0I/IO



NW 84 AVENUE

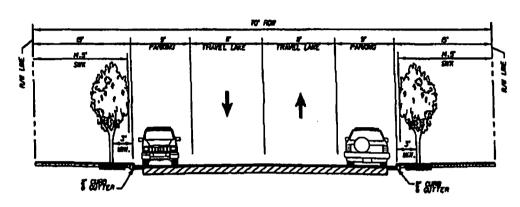
(LOOKING MONTH) 0.751

(MORTH) OF MY 53 TERRACE!

(ADJACENT TO CITY HALL)

TYPE ·	RESIDENTIAL / COMMERCIAL
DESIGN SPEED	30 MPH
CURB TYPE	RAISED
PLANTER WELLS	4'X4' (BOTH SIDES)
PLANTER SPACING	25° o.c.
STREET LIGHTS	75' SPACING IONE SIDE)

Amended II/0I/IO



NW 52 STREET

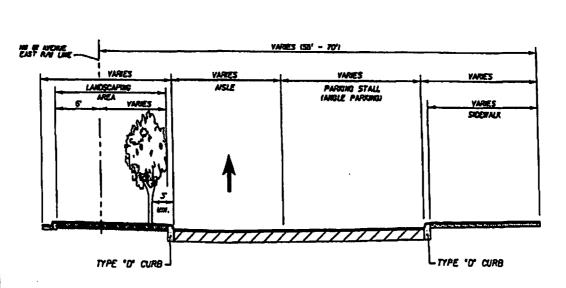
NW 84 AVENUE (LODKING MORTHO IL.T.S.) IFROM WHITE COURSE DRIVE TO NW \$3 TERRACE)

TYPE	RESIDENTIAL / COMMERCIAL	
DESIGN SPEED	30 MPH	
CURB TYPE	RAISED	
PLANTER WELLS	4'X4' (BOTH SIDES)	
PLANTER SPACING	25° o.a.	
STREET LIGHTS	75' SPACING (ONE SIDE)	

Amended II/QI/IQ

DOWNTOWN DORAL

THOROUGHFARE STANDARDS



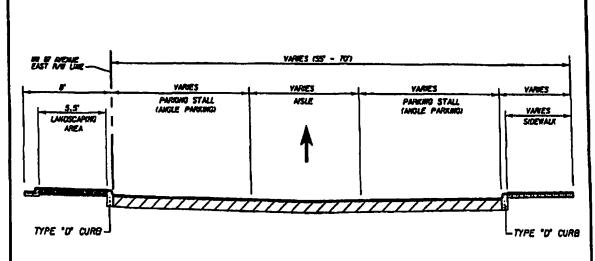
NW 87 AVENUE FRONTAGE IFROM WHITE COURSE DRIVE TO MY SE STREET) B.T.S.I

TYPE	DRIVE
DESIGN SPEED	15 MPH
CURB TYPE	RAISED
PLANTER WELLS	TO BE DETERMINED
PLANTER SPACING	TO BE DETERMINED
STREET LIGHTS	75' SPACING (ONE SIDE)

Amended II/01/i0

DOWNTOWN DORAL

THOROUGHFARE STANDARDS



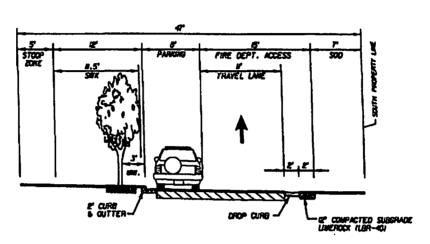
NW 87 AVENUE FRONTAGE OF NOW IN SE STREET TO NOW 54 STREET) OR. 1.5.1

TYPE	DRIVE
DESIGN SPEED	IS MPH
CURB TYPE	RAISED
PLANTER WELLS	MONE
PLANTER SPACING	N/A
STREET LIGHTS	75' SPACING (ONE SIDE)

Amended II/0I/IO

DOWNTOWN DORAL

THOROUGHFARE STANDARDS



WHITE COURSE DRIVE

TYPE	RESIDENTIAL / COMMERCIAL	
DESIGN SPEED	30 MPH	
CURB TYPE	RAISED	
PLANTER WELLS	4'X4' (ONE SIDE)	
PLANTER SPACING	25' o.c.	
STREET LIGHTS	75' SPACING (ONE SIDE)	

Amended II/01/10

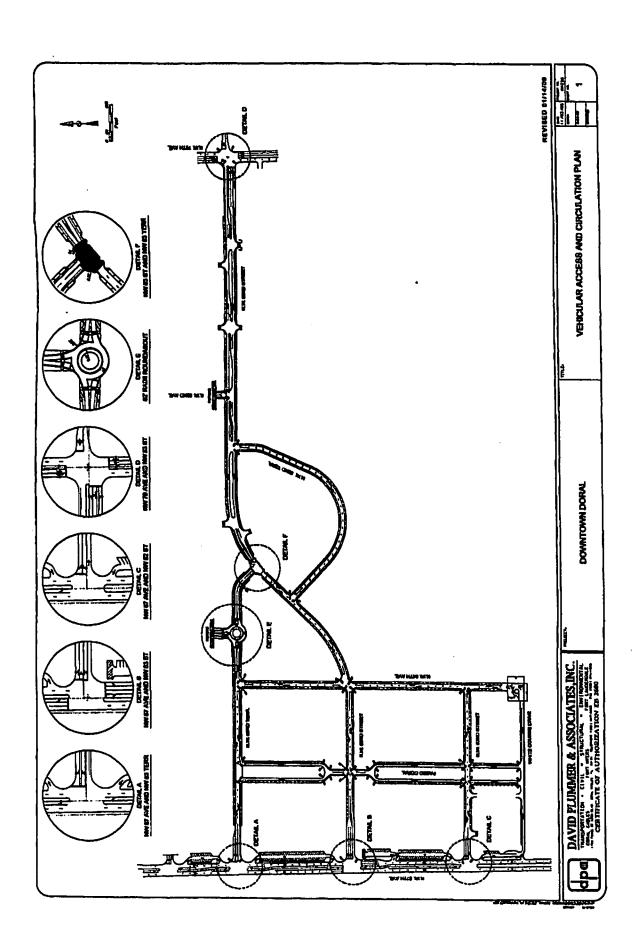


EXHIBIT D

CITY HALL SITE (LEGAL)

SURVEYOR'S NOTES:

- 1. Bearings are based on an assumed value of S00°23'19"E along the East line of Tract 33 of KOGER EXECUTIVE CENTER according to the Plat thereof, as recorded in Plat Book 91 at Page 38 of the Public Records of Miami-Dade County, Florida.
- 2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
- 3. This sketch does not represent a land survey.

LEGEND:

POC Point of Commencement R Radius

POB Point of Beginning Δ Central Angle Of Curve

POT Point of Termination L Length
P.B. Plat Book SF Square Feet
PG. Page RW Right of Way

LEGAL DESCRIPTION:

A portion of Tract 20 of "KOGER EXECUTIVE CENTER", according to a Plat thereof as recorded in Plat Book 91 at page 38 of the Public Records of Dade County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of said Tract 20; thence North 89°37'21" East along the South line of said Tract 20 for 148.77 feet; thence North 00°22'39" West for 5.00 feet to the Point of Beginning; thence continue North 00°22'39" West for 301.01 feet to a point on the South right-of-way of N.W. 54th Street; thence North 89°39'22" East along said South right-of-way of N.W. 54th Street for 262.55 feet to a point of curvature thence 38.71 feet along the arc of the curve to the right having a radius of 25.00 feet a central angle of 88°42'21" to a point of tangency; thence South 01°38'17"East for 250.92 feet to a point of curvature; thence 39.82 feet along the arc of the curve to the right having a radius of 25.00 feet a central angle of 91°15'38" to a point of tangency; thence South 89°37'21"West for 268.05 feet to the Point of Beginning.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 5J-17.051. Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey. Ludovici and Orange Consulting Engineers Inc. L.B. #1012

Bv:

Arturo A. Sosa Surveyor and Mapper 2629 State of Florida

PROJ. NO: 2004 38 DATE: 06-15-10

DRAWN: SS CHECKED:

SCALE: AS NOTED



LUDOVICI & ORANGE

CONSULTING ENGINEERS, INC

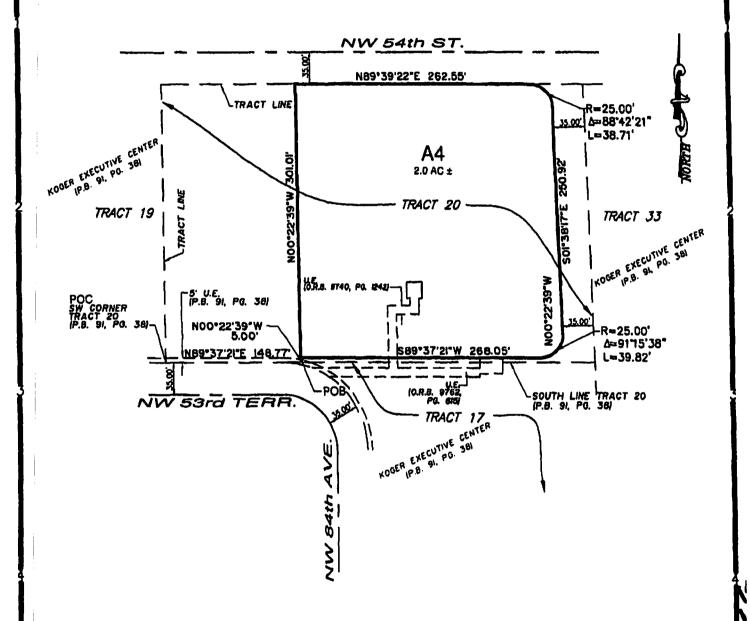
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329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1800 • LB 1012

SHEET 1 OF 2 SHEETS

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SKETCH TO ACCOMPANY LEGAL DESCRIPTION



PROJ. NO: 2004 38 DATE: 06-15-10 DRAWN: SS CHECKED: AAS SCALE: NTS



LUDOVICI & ORANGE

CONSULTING ENGINEERS, INC.

329 PALERMO AVENUE. CORAL GABLES, FLORIDA 33134 - 305/448-1600 - LB 1012

A4

SHEET 2 OF 2 SHEETS

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EXHIBIT E

NET EXTERNAL PM PEAK HOUR TRIP

March 2012 Approved Parcel O1 Parcel O2 Parcel O3 Parcel O4 Parcel O4 Parcel O4 Parcel O4 Parcel O4 Parcel O5 Parcel	Trip R. 0.29	ates PM Trips 11 826 17 406	Scale 280 DU 280	Parcel Of PM Trips 280 DU 111	Contiguous Proj Net External Trip Rates PM 0.279 7	Syl/2012 Contiguous Project Net External P Rates PM Trips 1,279 715
710 1 609 901	$\frac{1}{1}$	-			0.984	1,584
SE					0.126	101
Total	Notes [1] [2]	[2] 2917	Note [3]	Notes [4] [5]	Notes [1] [2]	2,800

Note [1] - Based upon rates or equations from ITE 8th Edition to establish net external trips per Table 3A of the March 2012 Traffic Study.

Note [2] - Includes a 14.97% internalization, a 10% pass-by for external retail trips and a 1% transit reduction.

Note [3] - Assumes 280 DU for Parcel O1. The approved DU for Parcel O1 should be used when calculating trip generation using this exhibit. Note [4] - The PM peak hour trips for Parcel O1 should be calculated using the ITE LUC 232 formula: T = 0.34 (X) + 15.47.

Note [5] - The Parcel 01 trips and dwelling units shall be subtracted from Downtown Doral to modify the rates and trips for the Contiguous Project.

Exhibit E-1 - Trip Rates and Assumptions

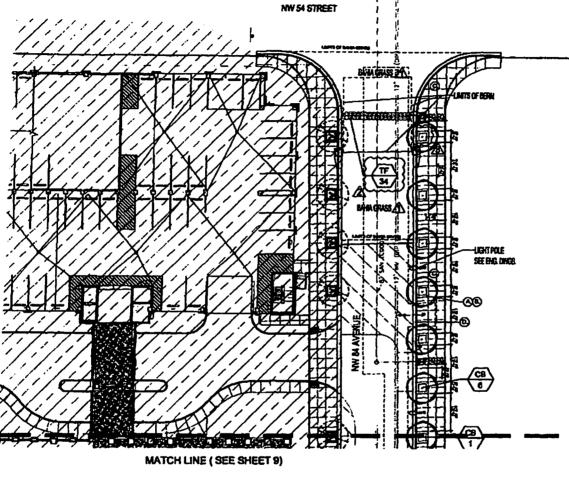
Net External PM Peak Hour Trip Generation Summary - Downtown Doral and the Contiguous Project

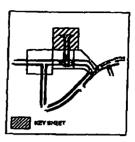
														5/7/2012
									Downtov	Downtown Doral	Parcel 01	Parcel 01 Parcel 01	Configuous Project	s Project
				rre 8th Edition Tria	Gross	Internalization Pass-by		Transk	Net External	ternal	Scale	PM Trips	Net External	ternal
Uses Proposed	TELUC	Scale	Units	Rates and Formulas	PM Trips	14.97%	10.00%	1.00%	PM Trips	Trip Rates	280 DU	280 DU	PM Trips	Trip Rates
Pacidential Condex Trambottos	737	Ł	Ē	T = 0.34 (X) + 15.47	981	147	•	8	826	0.291	280	111	715	0.279
The state of the s		300 616	٤	T - 2 40 (x1 + 21 48	ž	8	Ş	4	406	1.897	•	0	406	1.897
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Ornce and Municipal Use	3 5	1,00,00	2000	T = 0.15 (7)	2	8	-	-	55	0.126	·	0	101	0.126
School	220	Τ	SIGNETICS	(C)	3.518	237	\$	62	2,917		280	111	2806	
10.01														

EXHIBIT F

NW 84 AVENUE EXTENSION SKETCH







- ITES GRATER BY NEEMAN FOUNDRY

 STYLE: ASSEMBLE A
- TIESE GRATES CONCRETE BORDES

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 CONDRES ADMOTTRE

 COLORS ANTIQUED CORX

 AMDRIASTED
- COLORED CONCRETE FOR WALKINGTS
 CHROMEK ADMOSTLINE
 COLOR: ANTIQUED CORK
 BEE PLAN FOR BEDIELNE LOCATIONS
- CONCRETE CURRES

 UNCOLORED

 MEDIUM SROOM FRICTIED
- SENCY DY LANDICAPE FORMS

 MODEL: SCANDOROUGH (BACKED)

 STANDAY 75

 HORECONTAL STRAP WICENTER ARM
 COLOR SLACK
- LITTER RECEPTACLES BY LANDSCAPE FORMS
 AGOR: SCARSORDUCH 20"> 40"
 VORTICAL BARS WE SIDE OF SUING
 COLOR: SLACK
- BETYCLE BACK BY BELSON CHTDOORS

 MODEL: ORNO-5-87-CD ORION / 2 SKES

 SOLIARE TUDING / ST. 40'

 COLOR: ST. STEEL FROM
- A City of Doral Comments 1.13.11. Added bahla grass on NW 84 Ave.
- Added Berm and Fakahatchee grass 11.8.11.
- A Shifted Manter North 5 11.16.11.

D.

Downtown Doral The Heart of the City.



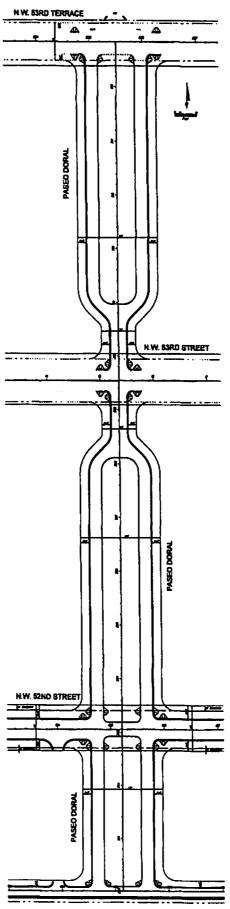
SCALE I" EQUALS 30'-0"

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SHEET 8

EXHIBIT G

PASEO SKETCH



WHITE COURSE DRIVE

EXHIBIT H

54TH STREET IMPROVEMENTS

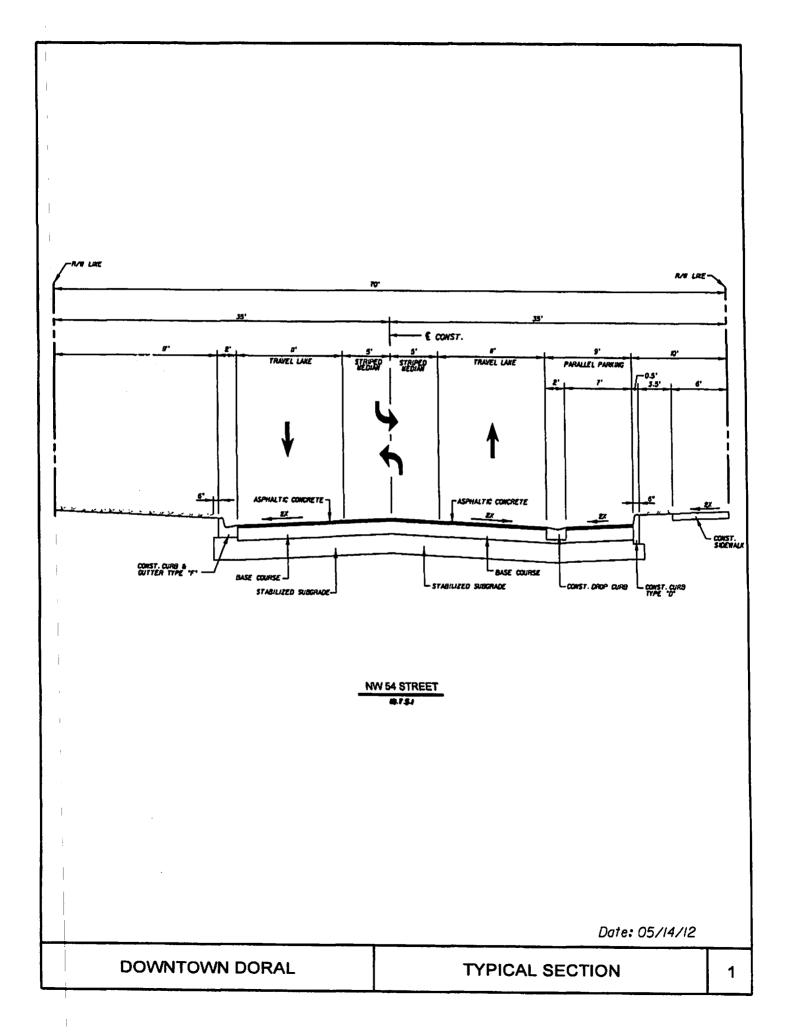


EXHIBIT I

LEGAL DESCRIPTION SKETCH OF DOWNTOWN DORAL PARK PROPERTY

SURVEYOR'S NOTES:

- 1. Bearings are based on an assumed value of \$00°23'19"E along the East line of Tract 33 of KOGER EXECUTIVE CENTER according to the Plat thereof, as recorded in Plat Book 91 at Page 38 of the Public Records of Miami-Dade County, Florida.
- 2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
- 3. This sketch does not represent a land survey.

LEGEND:

PG.

POC **Point of Commencement**

POB Point of Beginning

POT Point of Termination P.B.

Plat Book Page

Radius

Central Angle Of Curve

Length

SF Square Feet RW Right of Way

LEGAL DESCRIPTION:

A portion of Tracts 13 and 17 of "KOGER EXECUTIVE CENTER", according to a Plat thereof as recorded in Plat Book 91 at page 38 of the Public Records of Dade County, Florida, and being more particularly described as follows:

BEGINNING at the Northwest corner of Tract 13; said point also being on the easterly right-of-way of N.W. 84th Avenue, as shown on said Plat: thence along said right-of-way line North 00°22'39" West for 184.92 feet; to a point of curvature; thence 10,29 feet along the arc of the curve to the right having a radius of 25,00 feet and a central angle of 23°34'39" to a point in a non-tangent line a radial line to said point bears North 68°47'59" West: thence North 89°37'21" East for 32.91 feet: thence North 00°22'39" East for 15.00 feet: thence North 89°37'21" East for 148.96 feet; thence South 00°22'39" East for 441.17 feet to its intersection with the Northerly right-of-way of N.W. 53rd Street as shown on said Plat also being a non-tangent curve a radial line to said point bears South 34°41'27" East; thence 169,07 feet along the arc of the curve to the right having a radius of 596,62 feet and a central angle of 16°14'13" to a compound curve a radial line to said point bears South 18°27'13" East; thence 47.16 feet along the arc of the curve to the right having a radius of 25,00 feet and a central angle of 108"04"35" to a point on the Easterly right-of-way line of N.W. 84th Avenue as shown on said Plat; thence along said right-of-way line North 00°22'39" West for 301,87 feet; to the Point of Beginning.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 5J-17,051. Florida Administrative Code pursuant to Section 472.027. Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey. Ludovici and Orange Consulting Engineers Inc. L.B. #1012

Arturo A. Sosa Surveyor and Mapper 2629 State of Florida

PROJ. NO: 2004 3B

DATE: 06-21-10

DRAWN: SS

CHECKED:

SCALE: AS NOTED

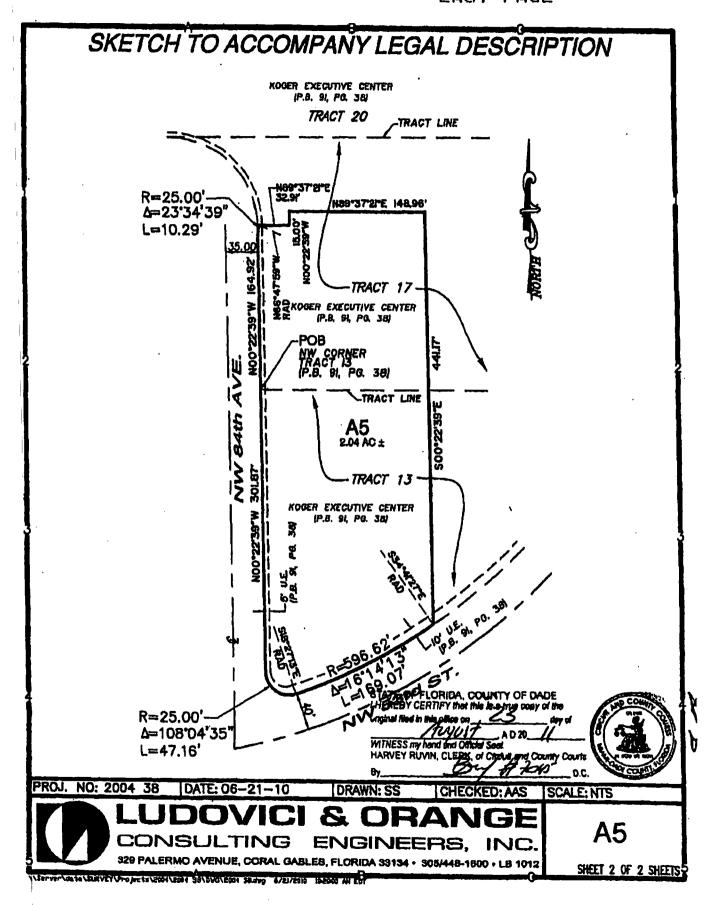


ENGINEERS.

329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 • 305/448-1800 • LB 1012

SHEET 1 OF 2 SHEETS

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SURVEYOR'S NOTES:

- 1. Bearings are based on an assumed value of S00°23'19"E along the East line of Tract 33 of KOGER EXECUTIVE CENTER according to the Plat thereof, as recorded in Plat Book 91 at Page 38 of the Public Records of Miami-Dade County, Florida.
- 2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
- 3. This sketch does not represent a land survey.

LEGEND:

PG.

POC Point of Commencement

POB Point of Bealnning

POT Point of Termination P.B.

Płat Book Page

Radius

Central Angle Of Curve

Length SF Square Feet RW Right of Way

LEGAL DESCRIPTION:

A portion of Tracts 13, 17 and 33 of "KOGER EXECUTIVE CENTER", according to a Plat thereof as recorded in Plat Bock 91 at page 38 of the Public Records of Dade County, Florida, and being more particularly described as

COMMENCE at the Southeast corner of Tract 13; said point also being on the northerly right-of-way of N.W. 53rd Street, as shown on said Plat; thence along said right-of-way South 42°59'13" West for 67,75 feet to the Point of Beginning; thence continue slong said right-of-way South 42°59'13" West for 19,49 feet to a point of curvature: thence 128,31 feet along the arc of the curve to the right having a radius of 596.62 feet and a central angle of 12°19'21" to a point in a non-tangent line a radial line to said point bears South 34°41'27" East; thence North 00°22'39" West for 441.17 feet; thence North 89°37'21" East for 15.57 feet, to a point of curvature; thence 16.82 feet along the arc of the curve to the right having a radius of 25.00 feet and a central angle of 38*32'41" to a point of reverse curve a radial line bears South 38°10'02" West; thence 76.92 feet along the arc of the curve to the left having a radius of 64.50 feet and a central angle of 68°19'29" to a point in a non-tangent line a radial line to said point bears South 30°09'27" East; thence South 01°38'17" East for 332,97 feet to the Point of Beginning.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers In Chapter 5J-17.051, Fiorida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey. Ludovici and Orange Consulting Engineers Inc. L.B. #1012

Arturo A. Sosa

Surveyor and Mapper 2629 State of Florida

PROJ. NO: 2004 38

DATE: 06-21-10

DRAWN: SS

CHECKED:

SCALE: AS NOTED

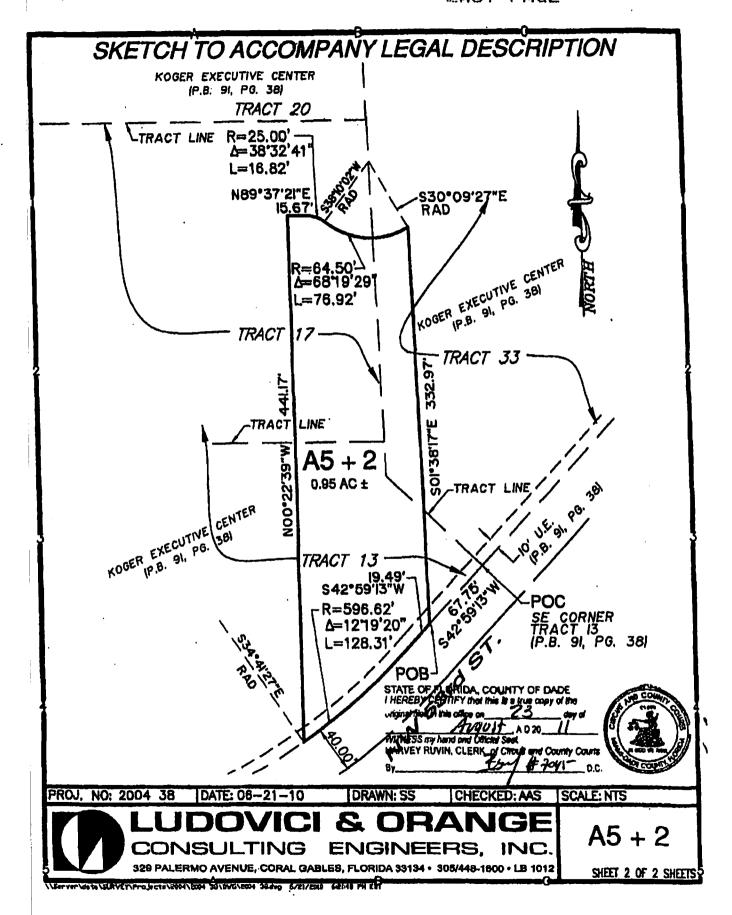


ENGINEERS.

329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 · 305/448-1600 · LB 1012

SHEET 1 OF 2 SHEETS

er\deta\\$URVEY\Projects\8004\8004 50\BVE\8004 38.deg 6/21/2010 60516 PH Chr



SURVEYOR'S NOTES:

- 1. Bearings are based on an assumed value of S00°23'19"E along the East line of Tract 33 of KOGER EXECUTIVE CENTER according to the Plat thereof, as recorded in Plat Book 91 at Page 38 of the Public Records of Miaml-Dade County, Florida.
- 2. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
- 3. This sketch does not represent a land survey.

LEGEND:

POC Point of Commencement

R R

Radius
Central Angle Of Curve

POB Point of Beginning Point of Termination

L Length

P.B. Plat Book PG. Page

SF Square Feet R/W Right of Way

LEGAL DESCRIPTION:

A portion of Tract 17 of "KOGER EXECUTIVE CENTER", according to a Plat thereof as recorded in Plat Book 91 at page 38 of the Public Records of Dade County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest comer of Tract 13; said point also being on the easterly right-of-way of N.W. 84th Avenue, as shown on said Piat; thence along said right-of-way North 00°22'39" West for 174.92 feet; thence North 89°37'21" East for 2.09 feet to the Point of Beginning also being a point on the next described curve, a radial line to said point bears North 66°47'59" West; thence 28.98 feet along the arc of the curve to the right having a radius of 25.00 feet and a central angle of 66°25'20" to a point of tangency; thence North 89°37'21" East for 10.00 feet; thence South 89°37'21" West for 32.91 feet to the Point of Beginning.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: that the LEGAL AND SKETCH of the property described hereon was made under my supervision and that the LEGAL AND SKETCH meets the Minimum Technical Standards set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 5J-17.051. Florida Administrative Code pursuant to Section 472.027, Florida Statutes. And, that the sketch hereon is true and correct to the best of my knowledge and belief. Subject to notes and notations shown hereon. This sketch does not represent a land survey. Ludovici and Orange Consulting Engineers Inc. L.B. #1012

ay: <u>C</u> C/

Arturo A. Sosa Surveyor and Mapper 2629 State of Florida

PROJ. NO: 2004 38

DATE: 06-21-10

DRAWN: SS

CHECKED:

SCALE: AS NOTED



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329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134 · 305/448-1800 · LB 1012

SHEET 1 OF 2 SHEETS

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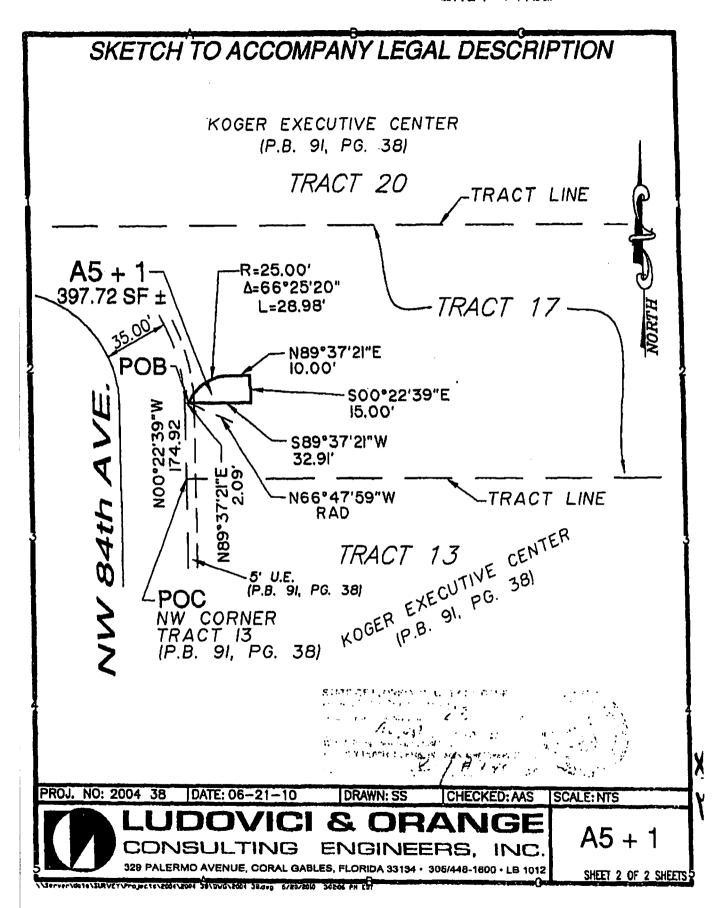


EXHIBIT J

PARK SITE SPECIAL WARRANTY DEED FORM

This Instrument Prepared by and after recording return to: Joseph Goldstein, Esq. Holland & Knight LLP 701 Brickell Avenue, Suite 3000 Miami, Florida 33131

Folio No.	
(Space Above this Line for Recorder's Use)	

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made as of this _____ day of ______, 2012, by and between CM DORAL IDF COMPANY LLC, a Delaware limited liability company, having an address at c/o J.P. Morgan Investment Management Inc., 270 Park Avenue, 7th Floor, New York, New York 10017 ("Grantor") and DOWNTOWN DORAL COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes ("Grantee").

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains and sells to the Grantee, its successors and assigns forever, all that certain real property situate in the County of Miami-Dade and State of Florida described as follows (the "Property"):

Lot 1	of Block 3	of that	certain	Downtown	Doral	Northwest	pla	t re	corded
				ok,					
recor	ds of Miam	i-Dade C	County, l	Florida.	-				•

THIS CONVEYANCE IS MADE SUBJECT TO (collectively, the "Permitted Encumbrances"):

- 1. Real Estate Taxes for the year 2012 and subsequent years; and
- 2. Covenants, conditions, restrictions, easements and other matters of record without hereby reimposing same.

AND FURTHER SUBJECT TO the following restrictions on the Property (collectively, the "Restrictive Covenants"):

- 1. the Property shall only be used for public, generally passive, park purposes;
- 2. the Property shall be named the "Downtown Doral Park"; and

3. in no event shall the Property be operated in a manner which (i) is disruptive to the peace and quiet of the property owners or residents (each such owner or resident being a "Resident") of any portion of the real property affected by that certain Master Development Agreement recorded at Official Records Book 26047 at Page 2423 of the public records of Miami-Dade County, Florida (the "Public Records"), as amended by that certain First Amendment to Master Development Agreement recorded at Official Records Book 28099 at Page 1 of the Public Records, as same may be further amended from time to time; or (ii) unreasonably interferes with the Residents' enjoyment of the Property.

PROVIDED THAT Grantor and/or any Resident shall be entitled to enforce the Restrictive Covenants either in law or in equity but in no event shall the Restrictive Covenants or the enforcement thereof be deemed to create any reversionary right in favor of Grantor.

TO HAVE AND TO HOLD the Property in fee simple forever, together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee, its successors and assigns, and, subject to the Permitted Encumbrances and the Restrictive Covenants, Grantor hereby agrees to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against the claims of every person whomsoever lawfully claiming by, through or under Grantor but not otherwise.

[Signature on following page]

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed on the day and year first above written on its behalf by its duly authorized officer.

SIGNED AND SEALED IN THE GRANTOR: PRESENCE OF:						
						OF COMPANY LLC, a ability company
Print Name:		Ву:	Income Corp., a Delaware s sole member			
				By:		
Print Name:					Name: Title:	Joseph B. Dobronyi, Jr. Vice President
STATE OF)					
COUNTY OF)	SS:				
The foregoing instrument 2012 by Joseph B. Dobronyi, Jr. member of CM DORAL IDF C behalf of said limited liability	., as COM	Vice IPAN mpany	Presid Y LL '. He	lent of C , a	f Miscella Delaware ersonally	meous Income Corp., the sole limited liability company, on
			Print	Name	:	State of
My Commission Expires:			Com	nissio	n No.	

This Instrument Prepared by and after recording return to:
Joseph Goldstein, Esq.
Holland & Knight LLP
701 Brickell Avenue, Suite 3000
Miami, Florida 33131

Folio No.	
(Space Above this Line for Recorder's Use)	

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made as of this _____ day of _____, 2012, by and between **DOWNTOWN DORAL COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, having an address at c/o Codina Partners, LLC, 135 San Lorenzo Avenue, Suite 750, Coral Gables, Florida 33146 ("Grantor") and **CITY OF DORAL**, **FLORIDA**, a municipal corporation existing under the laws of the State of Florida ("Grantee").

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains and sells to the Grantee, its successors and assigns forever, all that certain real property situate in the County of Miami-Dade and State of Florida described as follows (the "Property"):

Lot 1 of Block 3 of that	certain Downtown	Doral Northwest	plat recorded
May, 2012 under			
records of Miami-Dade (County, Florida.		• ' ' ' -

THIS CONVEYANCE IS MADE SUBJECT TO (collectively, the "Permitted Encumbrances"):

- 1. Real Estate Taxes for the year 2012 and subsequent years; and
- 2. Covenants, conditions, restrictions, easements and other matters of record without hereby reimposing same.

AND FURTHER SUBJECT TO the following restrictions on the Property (collectively, the "Restrictive Covenants"):

- 1. the Property shall only be used for public, generally passive, park purposes;
- 2. the Property shall be named the "Downtown Doral Park"; and

3. in no event shall the Property be operated in a manner which (i) is disruptive to the peace and quiet of the property owners or residents (each such owner or resident being a "Resident") of any portion of the real property affected by that certain Master Development Agreement recorded at Official Records Book 26047 at Page 2423 of the public records of Miami-Dade County, Florida (the "Public Records"), as amended by that certain First Amendment to Master Development Agreement recorded at Official Records Book 28099 at Page 1 of the Public Records, as same may be further amended from time to time; or (ii) unreasonably interferes with the Residents' enjoyment of the Property.

PROVIDED THAT Grantor and/or any Resident shall be entitled to enforce the Restrictive Covenants either in law or in equity but in no event shall the Restrictive Covenants or the enforcement thereof be deemed to create any reversionary right in favor of Grantor.

TO HAVE AND TO HOLD the Property in fee simple forever, together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee, its successors and assigns, and, subject to the Permitted Encumbrances and the Restrictive Covenants, Grantor hereby agrees to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against the claims of every person whomsoever lawfully claiming by, through or under Grantor but not otherwise.

[Signature on following page]

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed on the day and year first above written on its behalf by its duly authorized officer.

SIGNED AND SEALED IN THE PRESENCE OF:	GRANTOR:
	DOWNTOWN DORAL COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes
Print Name:	By: Name: Title:
Print Name:	
STATE OF)	
•	ss:
2012 by COMMUNITY DEVELOPMENT DIS	nowledged before me this day of, as of DOWNTOWN DORAL TRICT, on behalf of said district. He/She is personally as identification.
My Commission Expires:	NOTARY PUBLIC, State of Print Name: Commission No.

EXHIBIT K

PARK FURNITURE AND UTILITIES/LIGHTING PLAN

O'Leary Richards Dezign Associates, Inc. Leminay Architectus & Pluming int ar reusuna

SIXTO ARCHITECT, INC.

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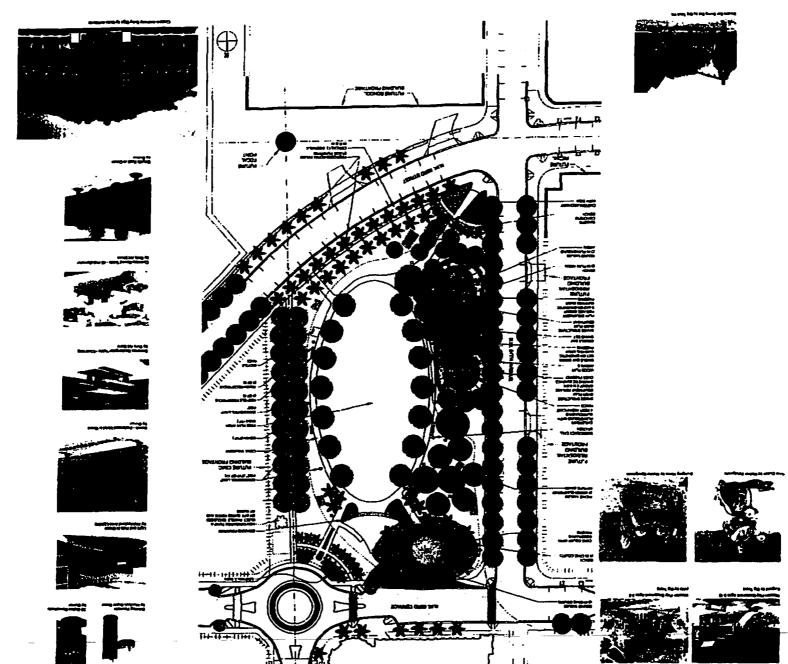
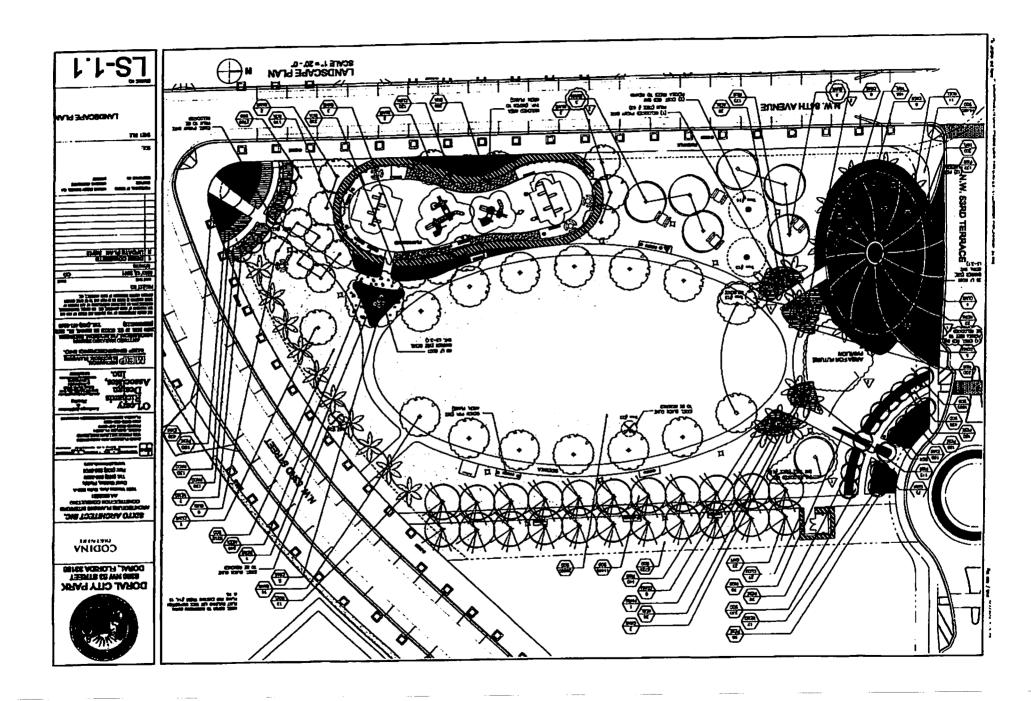


EXHIBIT L

PARK LANDSCAPE PLAN



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DORAL CITY PARK SISS NW 63 STREET DORAL, PLONDA 25168

S. CONTRACTOR TO COMPLY WITH ALL STATE AND LIDEA. CODE, RESUMPLICATES

SELTO ARCHITECT INC.

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15 SOL BEEN TO PLEKE PANS FOR ALL SOD QUANTINGS PROPERTY. COMPACTOR G. REPORTED TO DO DON TWE COTT AND VIDEY QUANTINGS.

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LANDSCAPE LIST

	TREES						
	 	SYMBOL	QUAN.	PROPOSED MATERIAL	DESCRIPTION		
		-		Calcohylum brasiliense	17 HT, X 5 SPR		
	$ \bigcirc $	CB	7	BRAZIL BEAUTYLEAF	F.G.		
				*Quercus viroinisme	16 HT. X 5 SPR. 2" CAL		
<u></u>	(8)	•qv	14	LIVE CAK	F.G.		
				Sonne surattensia	12 HT. X 5 SPR.		
◬◭		SS	4	GLAUCOUS CASSIA	F.G.		
		<u> </u>		SHRUBS AND GROUNDCOVERS			
		SYMBOL	QUAN.	PROPOSED MATERIAL	DESCRIPTION		
				Crinum augustum 'Queen Ernms'	JOAHT.		
		CA	8	PURPLE CRINUM LILY	7GAL		
		-		Codicaum variegatum "Mammey"	24° HT. X 24° SPR. / 24° O.C.		
	A	CV	42	RED - YELLOW CROTON	3 GAL		
				Duranta eracia 'Gold Mound'	20" HT, X 20" SPR. / 18" O.C.		
	AA.	DE	131	GOLD MOUND DURANTA	3 GAL		
	١, ,			Ficus microcarpe 'Green Island'	18" HT. X 18" SPR. / 18" O.C.		
	æΔ	FM	960	GREEN ISLAND FICUS	3 GAL		
			-0000	Tripsacum fioridanum	24" HT. X 24" SPR. / 24" O.C.		
	Æ	TF	34	OWARF FAXAHATCHEE GRASS	3 GAL.		
	ا	Ivva Injuriess During		Izora Iziwanese 'Dwarf'	18" HT. X 18" SPR. / 18" O.C.		
	<u></u>		10	DWARF IXORA	3 GAL.		
				Stenotaphrum secundatum 'Floratum'			
		LAWN	AS REQ.	ST. AUGUSTINE GRASS	SOLID EVEN SOD		
	A			Paspalum notatum	COLUMN TAKEN SOO		
		BAHIA	AS REQ.	BAHA GRASS	SOLID EVEN SOD		
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* DENOTES NATIVE SPECIES

- A City of Doral Comments 1.11.11. Removed Cassia trees and brometiads from fumaround in front of City Hall.
- Owner's Comments 1.27.11. Added landscape in round about.
- A City Comments 3.21.11. Site plan changes.
- A 8.5.11 Additional Relocation to amend DERM permit TREE-002737-2010
- ▲ 11.8.11 Added takehalchee grass to the dead end near the City Hall
- A 1.12.12 Remove free near lightpole
- A 2.5.12 Stainway added due to grade change, updated landscape. Uffility Conflict

 100% CONSTRUCTION DOCS





The Heart of the City.