

RESOLUTION NO. 10 - 91

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA APPROVING THE GLOBAL AGREEMENT BETWEEN THE CITY OF DORAL, AND CNL RESORT HOTELS, LLP; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in the period immediately following the City of Doral's ("City") incorporation, the City adopted the Miami-Dade County Comprehensive Development Master Plan (the "CDMP") as its comprehensive plan and the Miami-Dade Land Development Code as its zoning code;

WHEREAS, on April 26, 2006, the City adopted Ordinance No. 2005-16, wherein the City amended the CDMP by approving the City of Doral Comprehensive Plan (the "Proposed Plan");

WHEREAS, on July 11, 2006, a formal administrative proceeding was initiated by the Department of Community Affairs ("Department") with the Division of Administrative Hearings ("DOAH Case") by publishing a Notice of Intent ("NOI") to find the Proposed Plan not in compliance with certain provisions of the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes ("Act");

WHEREAS, on July 18, 2006, CNL Resort Hotels, LLP ("CNL") filed a Petition to Intervene in the DOAH Case in which CNL also challenged the consistency of the Proposed Plan with the Act;

WHEREAS, on February 9, 2007, a Stipulated Settlement Agreement was executed between the Department and the City as to the "non-compliance" issues that had been raised by the Department;

WHEREAS, the Department subsequently issued a cumulative NOI finding the Proposed Plan and remedial amendments "in compliance" with the Act and the Department thereafter became aligned with the City as a respondent in the DOAH Case;

WHEREAS, on August 22, 2007, the City enacted its new Land Development Code by Ordinance No. 2007-12 (the "Land Development Code");

WHEREAS, on October 12, 2007, CNL filed a Complaint in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, challenging the Land Development Code. The case is currently pending, being Case No. 07-33944 CA 09 (the "Circuit Court Case");

WHEREAS, the City and CNL have had extensive settlement discussions regarding both the DOAH Case and the Circuit Court Case and have negotiated a Global Agreement, a copy of which is attached as Exhibit "A" to resolve all the issues that were raised in both proceedings;

WHEREAS, by entering into the Global Agreement, the City and CNL wish to compromise and settle all claims and disputes arising out of the DOAH Case and Circuit Court Case; and

WHEREAS, the City Council of the City of Doral desires to approve the Global Agreement that has been negotiated by and between the City and CNL.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

SECTION 1. APPROVAL OF AGREEMENT. The City Council of the City of Doral hereby approves the terms and conditions of the Global Agreement between the City and CNL, as attached hereto and incorporated herein as referenced by Exhibit "A."

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the necessary documents.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

The foregoing Resolution was offered by Vice Mayor Van Name who moved its adoption. The motion was seconded by Councilman DiPietro and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Robert Van Name	Yes
Councilman Pete Cabrera	Yes
Councilman Michael DiPietro	Yes
Councilwoman Sandra Ruiz	Yes

PASSED and ADOPTED this 9th day of June, 2010.

ATTEST:


BARBARA HERRERA, CITY CLERK


JUAN CARLOS BERMUDEZ, MAYOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


JIMMY MORAL ES, ESQ, CITY ATTORNEY

EXHIBIT “A”

GLOBAL SETTLEMENT AGREEMENT

THIS GLOBAL SETTLEMENT AGREEMENT (the "Global Agreement") is entered into this ___ day of June 2010, by and among CNL Resort Hotel, L.P., a Delaware limited partnership ("CNL") and the City of Doral, a Florida municipal corporation (the "City") (collectively, the "Parties").

R E C I T A L S:

WHEREAS, CNL is the owner of real property within the municipal boundaries of the City which encompasses in excess of 600 acres, generally located north of NW 36th Street (a/k/a Doral Boulevard) on both the east and west sides of NW 87th Avenue, as more particularly described in Exhibit "A" to this Global Agreement (the "Property");

WHEREAS, the Property is currently developed with the Doral Golf Resort & Spa, but includes other undeveloped or underdeveloped parcels;

WHEREAS, the City is a municipality located within Miami-Dade County, Florida, which was incorporated on July 24, 2003;

WHEREAS, in the period following the City's incorporation, the City adopted the Miami-Dade County Comprehensive Development Master Plan (the "CDMP") as its comprehensive plan and the Miami-Dade Code as its zoning code;

WHEREAS, on April 26, 2006, the City adopted Ordinance No. 2005-16, wherein the City amended the CDMP by approving the City of Doral Comprehensive Plan (the "Proposed Plan");

WHEREAS, under the Proposed Plan, the City re-designated the Property from certain land use designations applicable under the CDMP to those in the Proposed Plan;

WHEREAS, on July 11, 2006, a formal administrative proceeding was initiated by the Department of Community Affairs (the "Department") with the Division of Administrative Hearings ("DOAH") by publishing a Notice of Intent ("NOI") to find the Proposed Plan not in compliance with certain provisions of the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes (the "Act");

WHEREAS, on July 18, 2006, CNL filed a Petition to Intervene in the proceeding also challenging the consistency of the Proposed Plan with the Act alleging, *inter alia*, that the Proposed Plan abrogated CNL's private property rights and exacerbated urban sprawl;

WHEREAS, CNL claimed that the City's adoption of the Proposed Plan severely and substantially reduced the density, intensity, and uses permitted on the Property from those applicable under the CDMP;

WHEREAS, on February 9, 2007, a Stipulated Settlement Agreement was executed between the Department and the City as to the “non-compliance” issues raised by the Department;

WHEREAS, the City subsequently adopted and transmitted to the Department certain remedial amendments to the Proposed Plan in accordance with the aforementioned Stipulated Settlement Agreement and the Department thereafter issued a cumulative NOI finding the Proposed Plan and remedial amendments “in compliance” with the Act;

WHEREAS, on August 22, 2007, the City enacted its new Land Development Code by Ordinance No. 2007-12 (the “Land Development Code”);

WHEREAS, on October 12, 2007, CNL filed a Complaint in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, challenging the Land Development Code on the basis that it, *inter alia*, effectively rezones property and abrogates private property rights without due process. The case is currently pending, being Case No. 07-33944 CA 09 (the “Circuit Court Case”);

WHEREAS, the Parties acknowledge that the resolution of the DOAH Case has a direct bearing on the issues in the Circuit Court Case and that resolution of the DOAH Case will necessarily resolve the issues that have been raised in the Circuit Court Case;

WHEREAS, the Parties have therefore had extensive settlement discussions to resolve all issues raised in the DOAH Case and the Circuit Court Case and have negotiated this Global Agreement as a global settlement of both the DOAH Case and the Circuit Court Case, even though the implementation of the settlement of the DOAH Case will be by separate agreement between the City, CNL and the Department (the “DOAH Agreement”), a copy of which is attached as **Exhibit “B”**;

WHEREAS, in anticipation of amicably resolving the DOAH Case and Circuit Court case, the City and CNL obtained a continuance of the final hearing in the DOAH Case until April 6, 2010, and a stay in the Circuit Court Case pending resolution of the DOAH Case;

WHEREAS, the City has agreed to approve this Global Agreement at a duly noticed public hearing before the City Council. Upon approval, the Parties shall immediately execute the Global Agreement;

WHEREAS, at the same duly noticed public hearing and subsequent to the approval of the Global Agreement, the City shall approve the DOAH Agreement and certain amendments to the Future Land Use Element and the Future Land Use Map (“FLUM”) (collectively, the “Plan Amendments”). Upon approval, the Parties, including the Department, shall immediately execute the DOAH Agreement and transmit the Plan Amendments to the Department for review and the issuance of a NOI in accordance with applicable law;

WHEREAS, after the approval of the Global Agreement and the DOAH Agreement, as well as the adoption of the Plan Amendments, the City Council may also adopt an ordinance providing that the City’s Proposed Plan shall be immediately effective with the exception of those parts of the FLUM that apply to CNL’s Property;

WHEREAS, upon the Department's issuance of a NOI to find the Plan Amendments "in compliance" and the expiration of the appeal period with no appeal being filed, the DOAH Case will be dismissed as provided in the DOAH Agreement and CNL shall thereafter immediately file a notice of voluntary dismissal with prejudice of the Circuit Court Case; and

WHEREAS, based upon the foregoing, the Parties wish to avoid the expense, delay, and uncertainty of lengthy litigation and to resolve this proceeding under the terms set forth herein, and agree it is in their respective mutual best interests to do so.

NOW, THEREFORE, in reliance upon the true and correct recitals stated above, and in consideration of the mutual covenants, conditions, and agreements contained herein, the exhibits attached hereto, and the other conditions and covenants contained herein, each party hereto, on its own behalf, and on behalf of its members, stipulate and agree both individually and collectively as follows:

1. Recitals. The recitals set forth above are true and correct, are incorporated herein by this reference, and form an integral part of this Global Agreement.
2. Approval and Execution of Agreements. The Parties agree to the terms of this Global Agreement as a global settlement of both the DOAH Case and the Circuit Court Case. The City agrees to consider this Global Agreement at a duly noticed public hearing before the City Council on or before June 9, 2010. Following approval, the Parties shall execute this Global Agreement. At the same duly noticed public hearing and subsequent to the approval of this Global Agreement, the City shall approve the DOAH Agreement the Plan Amendments. Upon approval, the Parties, including the Department, shall immediately execute the DOAH Agreement and transmit the Plan Amendments to the Department for review and the issuance of a NOI in accordance with applicable law.
3. Effectiveness of the Proposed Plan. Following the approval of the DOAH Agreement and adoption of the Plan Amendments, the City may adopt an ordinance amending Ordinance 2005-16 providing that the Proposed Plan shall be immediately effective with the exception of those parts of the FLUM that apply to CNL's Property.
4. Plan Amendments; Illustrative Master Plan. The DOAH Agreement identifies the Plan Amendments needed for resolution of the DOAH Case. The Plan Amendments include the following: (a) amend the FLUM for the portion of the Property identified as the "White Parcel" to Downtown Mixed Use ("DMU"); (b) amend the FLUM for the portion of the Property identified as the "Resort Parcel" to Community Mixed Use ("CMU"); (c) amend the FLUM for the portion of the Property identified as the "Range View Parcel" to Private Parks and Open Space ("PPOS"); (d) amend the FLUM for the portion of the Property identified as the "White Parcel" and the "Resort Parcel" to depict such areas as part of the Urban Central Business District; and (e) amend the text of the "Urban Central Business District ("UCBD")" in Policy 1.1.1 on page I-10 of the Proposed Plan to encompass the "White Parcel" and the "Resort Parcel." In connection with Plan Amendments, CNL has submitted to the City an "Illustrative Master Plan" prepared by Gensler dated March 19, 2010, a copy of which is attached to this Agreement as Exhibit "C". The Illustrative Master Plan generally depicts the location of all uses, densities, and intensities of the proposed structures within the White Parcel to be developed, as well as

a general layout of all open space, green space, and internal roadways. The City accepts the Illustrative Master Plan as a general intent and massing analysis for the White Parcel and finds it to be in compliance with the requirements of the Downtown Mixed Use ("DMU") land use category in the Proposed Plan. Further, the City agrees that the proposed uses, densities, building height and intensities indicated on the Illustrative Plan are consistent with the DMU land use category, subject to the satisfaction of all applicable provisions of the City's Land Development Code, unless such provisions are varied by the City.

5. **Additional Design Criteria.** The Parties acknowledge that there are shared urban design principles which enhance the quality and nature of the project shown on the Illustrative Master Plan. These agreed upon design principles, which are identified below, are intended to be general in nature and guide the future planning of the portions of the Property subject to the Illustrative Master Plan.
 - (a) **Use of Water** – The portion of the Property known as the "White Course" or "White Parcel" contains several existing water bodies. The development, in accordance with the Illustrative Master Plan, shall include a minimum of 34 acres of open water bodies. The final configuration and location of these water bodies shall be reserved to the time of zoning to Planned Unit Development ("PUD").
 - (b) **Connectivity to the road known as the "Paseo"** – The development shall connect to and continue the thoroughfare that runs through the Downtown at Doral development that is known as the "Paseo." The final thoroughfare standard shall be determined at the time of rezoning to PUD.
 - (c) **Terminus of the "Paseo" Extension (stage/amphitheater)** – The Developer shall construct, at no cost to the City, a stage/amphitheater within the park area that is generally described in Paragraph 6 of this Global Agreement. Final design standards and deliverable timeframe shall be determined at the time of rezoning to PUD and further detailed in the Development Agreement as defined herein at time of rezoning to PUD.
 - (d) **Main Square** - Retail areas shall be generally clustered in a "Main Square" or "Central Square" This area shall be generally located on the western side of the project in close proximity to the linear public park and amphitheater terminus. Final design shall be determined at the time of rezoning to PUD.
 - (e) **Roadway infrastructure and public transportation** – Improvements to off-site transportation networks and improvements to public transportation shall be determined at the time of zoning, by means of traffic impact analysis and Proposed Plan and Land Development Code requirements. This Global Agreement shall not reserve density for the purposes of vehicular trip generation and public transportation usage.
6. **Designation and Conveyance of Public Park.** The City has also identified the need for a public park within a portion of the Property to be developed on the Illustrative Master Plan (the "Park Site"). The City and CNL agree to cooperate in good faith in determining

the location and legal description of the Park Site. Upon final approval of the rezoning, if granted, and administrative approval of the site plan for the Park Site, the City may require that CNL convey the Park Site to the City. CNL has also agreed to construct certain improvements on the Park Site, which are more particularly described in paragraph 5(c) herein. These improvements shall be completed by CNL on or before the issuance of building permits for the development of more than fifty (50%) percent of the residential units permitted to be developed on the White Parcel, as shown on the Illustrative Master Plan. The City acknowledges that it shall, thereafter, have full responsibility for the maintenance of the Park Site and the improvements located therein in perpetuity.

7. Dismissal. If (a) the Department issues a NOI to find the Plan Amendments “in compliance”, and (b) the twenty-one (21) day appeal period has expired with no appeal being filed, then the Parties shall file with DOAH a request to relinquish jurisdiction to the Department in the DOAH Case. The Department shall then enter a final order finding that the Proposed Plan is in compliance with the Act and in accordance with Florida Statutes Section 163.3184(9). The Department shall also enter a final order of dismissal of the DOAH Case, or other actions as required under Florida Statutes Section 163.3184(16)(f). CNL shall also immediately file a notice of voluntary dismissal with prejudice of the Circuit Court Case.
8. Right to Final Hearing. The Parties retain the right to have a final hearing in the DOAH Case if one of the following events has occurred: (a) the City Council fails to adopt the Plan Amendments as required by the DOAH Agreement; (b) the Department issues a NOI to find the Plan Amendments not “in compliance”; or (c) either Party’s breach of this Global Agreement or the DOAH Agreement. Further, either party to this Global Agreement may have this matter set for hearing if it becomes apparent, in the sole discretion of the non-breaching party, that the other party whose action is required by this Global Agreement or the DOAH Agreement is not proceeding in good faith to take that action. If either party sets this matter for a final hearing in the DOAH Case, then this Global Agreement shall be rendered null and void and both parties shall be relieved of any further obligation to perform pursuant to the terms herein. Nothing in this Global Agreement shall be deemed a waiver of such right, or the right to file a claim against the City under the Bert J. Harris Act.
9. Planned Unit Development Zoning. The Parties acknowledge that a rezoning of the Property would be required in order to allow the development of the uses, densities and intensities shown on the Illustrative Master Plan. The City further acknowledges that, under the Land Development Code, the PUD zoning district, along with the uses, densities, and intensities as shown on the Illustrative Master Plan, are not inconsistent with the DMU provisions of the Proposed Plan and the other provisions of the goals, objectives, and policies of the Proposed Plan. The City also acknowledges that the Property is properly situated for the uses proposed under the Illustrative Master Plan due to its location within the downtown area of the City, its acreage, and in light of the surrounding and adjacent development and proposed development already approved by the City. Specifically, the City’s staff has evaluated the Illustrative Master Plan and has determined that, from its perspective, the criteria for rezoning amendments, as provided for in Section 5(e) of the Land Development Code, will be satisfied for the rezoning of

the Property to PUD for the uses, densities, and intensities shown on the Illustrative Master Plan.

10. Rezoning Submission and Development Agreement. The City hereby agrees to accept and expeditiously review and set a public hearing before the City Council to consider a rezoning application pursuant to Chapter IV, Section 5 of the Land Development Code. The PUD zoning would apply to the entirety of the Property, but only permit development within the portions of the Property to be land use designated DMU pursuant to the Plan Amendments as shown on the Illustrative Master Plan. The Parties acknowledge and agree, however, that CNL may request site plan approval and other necessary permitting for other portions of the Property so long as consistent with the underlying land use designation under the Proposed Plan. As part of the rezoning, CNL shall provide a Conceptual Development Plan, as defined and required in Chapter V, Section 16(d)(1) of the Land Development Code, along with all other supporting documentation required under the Land Development Code. CNL shall also provide a Master Development Agreement (the "Development Agreement") to the City satisfying the requirements of Section 16(d)(2) of the Land Development Code, including permitted uses, minimum dimensional requirements, landscaping, parking, signage, and project phasing and other requirements as indicated in the City's Land Development Code. Subject to all applicable requirements of the City's Land Development Code being satisfied, the uses, densities, and intensities of the Conceptual Development Plan shall be accepted by the City so long as the proposed uses and overall density and intensity do not exceed that which is shown on the Illustrative Master Plan. The Parties agree to negotiate in good faith any other required or necessary terms and conditions of the Development Agreement.
11. Upon submission of the rezoning application, the City agrees to expedite the City review process and fully cooperate and assist with any other agency review, including but not limited to, review by the Miami-Dade Department of Environmental Resource Management ("DERM"), Miami-Dade Public Works, and Miami-Dade Fire Rescue, and Miami-Dade School Board. Upon completion of the review process in accordance with the Code, the City shall place the rezoning application on the agenda of the City Council for consideration by ordinance in accordance with the procedures set forth in the Land Development Code.

CNL agrees to execute the Development Agreement prior to the second reading of the ordinance approving the rezoning of the Property to PUD. The Development Agreement shall be recorded by CNL in the Public Records of Miami-Dade County, along with a reduced copy of the Illustrative Master Plan.

12. Covenant and Notice of Applications.
 - (a) Covenant. Upon execution and recordation of the Development Agreement, CNL shall record a covenant in the Public Records of Miami-Dade County in a form substantially similar to the covenant attached hereto as **Exhibit "D"** encumbering the portions of the property designated Private Parks and Open Space ("PPOS") under the Proposed Plan (collectively, the "PPOS Parcel"). The Covenant shall provide that, for an initial period of ten (10) years from recordation, no land use

amendment to the PPOS Parcel shall be filed. In addition, following the initial ten (10) year restriction on filing applications, between the eleventh (11) and twentieth (20) years from recordation, any proposed land use amendment to the PPOS Parcel shall require a unanimous vote of the City Council. The covenant shall also provide that, in the event of a change in land use of the PPOS Parcel, any development plan for such property or a portion thereof shall (1) provide for development comparable to and compatible with adjacent development, the determination of which shall be in the sole discretion of the City in accordance with the applicable provisions of the City's Land Development Code; (2) provide by restrictive covenant that any proposed development shall not be within two hundred fifty (250) feet from the nearest lot line of parcels A, B, and C as generally shown on the map attached as Exhibit "E"; (3) provide by restrictive covenant that not less than 50% of the land subject to the development plan be maintained as park, recreation, or open space, which shall be inclusive of water bodies and the aforementioned two hundred fifty (250) foot buffer, at the sole cost and expense of CNL; (4) provide a financial means of assuring such maintenance, by homeowners' association, special tax district or other comparable means acceptable to the City; and (5) shall provide the residential density of the development plan. Upon expiration of the twenty (20) year period, any land use amendment to the PPOS Parcel thereafter will require a simple majority vote of the City Council. The aforementioned limitations (1) through (4) shall remain for a period of thirty (30) years with automatic ten (10) year renewals, unless released by mutual consent of the parties. In consideration of the foregoing covenant, the homeowner ownership association currently known as the Doral Commons Corporation, Inc. ("DCC") has agreed, on behalf of itself and its members and Board of Directors, that it will support this Global Agreement, including the proposed land use and future zoning; development or construction permit, application or request; or other government or quasi-government application or approval consistent with the terms of this Global Agreement.

- (b) Notice of Applications for PPOS Parcel. CNL recognizes that future development of the PPOS Parcel may impact certain contiguous property owners. As a result, CNL agrees that prior to the submission of any application to change the zoning or the land use under the Proposed Plan of the PPOS Parcel, CNL will provide written notice, along with a copy of said application, to the DCC in accordance with the notice requirements in Paragraph 23 below and addressed as follows: Doral Management, 10705 NW 33d Street, Suite 100, Doral, Florida 33172. DCC shall submit written comments, if any, to CNL within thirty (30) days of receipt of said application. Nothing contained herein shall obligate CNL to accept or incorporate written comments received from DCC or otherwise modify the application.

- 13. Platting. It is also understood by the Parties that CNL will ultimately file an application for plat approval for the portions of the Property to be developed. Upon application by CNL, the City agrees to expedite the processing of the plat application and fully cooperate and assist with any other outside agency review. The City acknowledges that

the approval of the plat application by the City is ministerial and so long as the technical requirements for platting are satisfied, the City will approve the plat.

14. Site Plan Review. Provided that the Zoning Application is approved, then prior to applying for the issuance of any building permit, CNL shall submit an application for administrative site plan approval for any portion of the Property to be developed under the Conceptual Development Plan, as approved. The City shall administratively review said site plan in accordance with the procedures set forth in the Land Development Code. The review shall be limited to the City ensuring that the site plan complies with the requirements of this Global Agreement, the Conceptual Development Plan, and the Development Agreement. If the site plan complies with the requirements of this Global Agreement, the Conceptual Development Plan, and the Development Agreement, the City shall administratively approve the site plan. The City agrees to expedite the review and administratively approve the site plan within thirty (30) days from submission by CNL. Pursuant to the Code, and as part of the administrative site plan approval process, the City may approve minor changes and deviations from the Conceptual Development Plan as requested by CNL.
15. Reservation of Rights. The Parties agree that this Global Agreement is binding solely with respect to the development of the portion of the Property, as contemplated in the Illustrative Master Plan. CNL expressly reserves the right on behalf of itself, its successors and assigns to seek additional approvals that are consistent with the terms of this Global Agreement and the Illustrative Master Plan, or seek additional approvals to modify the Illustrative Master Plan as otherwise permitted under the Proposed Plan and Land Development Code. The Parties further acknowledge and agree that certain provisions of this Global Agreement will require the City and/or its boards, departments or agencies, acting in their government capacities, to consider governmental action set forth in this Global Agreement. The Parties acknowledge and agree that all such actions undertaken by the City shall be undertaken in strict accordance with established requirements of the general laws of the State of Florida and City ordinances or regulations. Nothing in this Global Agreement or in the Parties' acts or omissions in connection herewith shall be deemed in any manner to waive, limit, impair, or otherwise affect the authority of the City in the discharge of its police or governmental power.
16. Attorneys Fees. In the event of any dispute under this Global Agreement, the prevailing party shall be entitled to recover its reasonable costs, including its reasonable attorney's fees and court costs at trial or hearing, all appellate levels and post judgment proceedings. The amount payable by either party shall be limited to the amount payable by the City subject to its sovereign immunity pursuant to Section 768.28, Florida Statutes. Venue shall be in Miami-Dade County, Florida. In the event of any action to enforce the terms of this Global Agreement, either party may submit this Global Agreement into evidence.
17. Recordation and Enforceability. The Parties agree to prepare and record in the Public Records of Miami-Dade County a memorandum summarizing the terms of this Global Agreement. This Global Agreement and a joint stipulation of settlement shall also be filed in the Circuit Court Case, which stipulation shall call for the Circuit Court to retain jurisdiction to enforce the terms of this Global Agreement. Upon filing this Global Agreement and a joint stipulation of settlement in the Circuit Court Case, the Circuit

Court Case shall be dismissed with prejudice, with the Circuit Court retaining jurisdiction to enforce the terms of this Global Agreement.

18. Authorization. The Parties represent to the other that their execution of this Global Agreement has been properly authorized.
19. Excuse from Performance. In the event that either CNL or the City is prevented from fully and timely performing any of its obligations hereunder due to acts of God, strikes and/or lock-outs, other industrial disturbances, laws, rules and regulations of governmental authorities, including the termination or withdrawal of any permits, licenses, approval, charters or other governmental authorizations, wars or warlike action (whether actual, impending or expected, and whether de jure or de facto), fire or other casualty, condemnation, confiscation or seizure by any government or public authority, or other matter or condition beyond the reasonable control of either party (collectively called "Force Majeure") such party shall be relieved of the duty to perform such obligation until such time as the Force Majeure has been alleviated; provided, that upon the removal of the Force Majeure, the obligation prevented from being fulfilled will be automatically reinstated without the necessity of any notice whatsoever.
20. Severability. In the event any one or more of the provisions contained in this Global Agreement shall be for any reason be held to be inapplicable, invalid, illegal or unenforceable in any respect, such inapplicability, invalidity, illegality or unenforceability shall not affect any other provision of this Global Agreement, but this Global Agreement shall be construed as if such inapplicable, invalid, illegal or unenforceable provision had never been contained herein or therein.
21. Representation of Parties by Counsel. The Parties have participated fully in the negotiation and preparation of this Global Agreement; each one fully understands all of the agreements, rights and obligations set forth herein and each one has entered into this Global Agreement knowingly and voluntarily and with the advice of their respective counsel. Accordingly, this Global Agreement shall not be more strictly construed against either one of the Parties hereto, each one intending to be legally bound hereby.
22. Counterparts. This Global Agreement may be executed in one or more counterparts, including facsimile counterparts, each of which shall be considered an original, but all of which shall be considered as one and the same document.
23. Notice. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to CNL:

Edward M. Riley
Senior Vice President
Pyramid Project Management, LLC
One Post Office Square, Suite 3100
Boston, MA 02109

With a copy to:

Judith A. Burke, Esq.
Stephen B. Gillman, Esq.
David J. Coviello, Esq.
Shutts & Bowen, LLP
1500 Miami Center
201 South Biscayne Boulevard
Miami, FL 33131

If to the City:

Yvonne Soler-McKinley
City Manager
City of Doral
8300 NW 53rd Street
Doral, FL 33166

With a copy to:

Jimmy Morales, Esq.
City Attorney
City of Doral
8300 NW 53rd Street
Doral, FL 33166

Notices sent by hand delivery or overnight courier shall be deemed given on the date of delivery (or if delivery is refused, on the date of attempted delivery), and notices by mail shall be deemed given on the date shown on the return receipt. In the event of a change of address, the applicable party shall promptly notify the other in writing of such change pursuant to the foregoing notice provisions. No other form of notice shall be effective under this Global Agreement.

24. Entire Agreement. This Global Agreement constitutes the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof. It is specifically intended by the Parties that all prior understandings and agreements between them with respect to the subject matter hereof are merged into this Global Agreement. Except as expressly set forth herein, there are no representations, understandings or agreements between the Parties with respect to the subject matter hereof.
25. Amendment. This Global Agreement may not be changed, altered or modified, except only by an instrument in writing signed by the Parties.
26. Successors and Assigns. All of the terms and provisions of this Global Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns.

27. Effective Date. This Global Agreement shall become effective upon its execution by the Parties.

IN WITNESS WHEREOF, the Parties have executed and delivered this Global Agreement on the date first above written.

CITY OF DORAL, FLORIDA, a municipal corporation

By: 

Juan Carlos Bermudez
Mayor

Attest: 

Approved as to legal sufficiency:



Jimmy Morales, City Attorney

CNL RESORT HOTEL, L.P.,
a Delaware limited partnership

By: CNL Resort SPE GP, LLC, its sole General Partner

By: _____

EXHIBIT A

(GLOBAL AGREEMENT)

Exhibit "A"

PARCEL I:

Tract 1, LESS the North 40 feet thereof, and Tracts 2, 3, 4, 5, 6, Tract 7 LESS the East 40 feet thereof, and Tracts 8, 9, 10, 11, 12, 13, 14, 15 and Tract 16 LESS the North 269.93 feet of the West 806.48 feet and LESS the North 45 feet of the East of the West 806.48 feet thereof, and Tracts 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 33, 35, 36, 37, 38, 39, 40, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63 and 64 of FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1, in Section 21, Township 53 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 2, Page 17 of the Public Records of Miami-Dade County, Florida and all of DORAL ESTATES, according to the Plat thereof, as recorded in Plat Book 113, Page 79, of the Public Records of Miami-Dade County, Florida.

LESS a portion of Tracts 22, 23, 24, 33, 34, and 35 being more particularly described as follows:

A portion of Tracts 22, 23, 24, 33, 34 and 35, FLORIDA FRUIT LAND COMPANY'S SUBDIVISION of Section 21, Township 53 South, Range 40 East, according to the Plat thereof as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida; (said Tract 34 being also Tract C of DORAL ESTATES, according to the Plat thereof, as recorded in Plat Book 113, Page 79, of the Public Records of Miami-Dade County, Florida), said parcel being more particularly described as follows:

Beginning at the northwest corner of said Tract 33; thence North 00° 00' 38" East along the West lien of said Tracts 24 and 23 for 512.24 feet; thence North 25° 00' 38" East, for 295.00 feet; thence South 88° 41' 47" East along a line parallel with the South line of said Tract 23, for 140.00 feet; thence South 20° 48' 13" West for 195 feet; thence South 09° 41' 47" East for 222.33 feet; thence South 88° 41' 47" East along a line parallel with the South line of said Tract 23 for 478.81 feet; thence South 00° 05' 12" West for 610.35 feet; thence North 88° 41' 21" West along a line parallel with the South line of said Tract 33 for 450.12 feet; thence South 0° 05' 01" East for 165.12 feet; thence South 44° 23' 10" East for 85.88 feet; thence South 88° 41' 06" East for 340.10 feet; thence South 00° 05' 01" East along the East line of the West Half of said Tracts 34 and 35 for 245.00 feet; thence North 88° 41' 06" West along a line parallel with and 40 feet South of as measured at right angles to the North line of said Tract 35 for 579.56 feet to a point (said Point bears North 73° 14' 21" West from the radius point of the next described curve); thence Northeasterly along a circular curve to the right having a radius of 56 feet and a central angle of 48° 03' 16" for an arc distance of 46.96 feet to a point of reverse curvature; thence Northeasterly, Northerly, Northwesterly, Westerly and Southwesterly along a circular curve to the left having a radius of 76.00 feet and a central angle of 195° 46' 28" for an arc distance of 259.68 feet to a point of reverse curvature; thence Southwesterly along a circular curve to the right having a radius of 82.52 feet and a central angle of 22° 43' 52" for an arc distance of 32.74 feet to a point (said point bears South 18° 13' 41" East from the radius point of the last described curve); thence North 00° 08' 22" West along the West line of said Tracts 33 and 34 for 557.37 feet to the Point of Beginning, lying and being in Miami-Dade County, Florida.

And also LESS a portion of Tract 56 and 57 which has been re-platted and is now known as DORAL ESTATES SPA, according to the Plat thereof, as recorded in Plat Book 127, Page 54, of the Public Records of Miami-Dade County, Florida.

PARCEL II:

The Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter and the Southwest Quarter of the Southwest Quarter of Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida; LESS

- a) East Half of the Southwest Quarter of the Southeast Quarter LESS the South 75 feet thereof, and
- b) East 35 feet of the South 75 feet of the East Half of the Southwest Quarter of the Southeast Quarter in Section 22, Township 53 South, Range 40 East.

Subject to the dedication of the South 80 feet of the Southwest Quarter of the Southwest Quarter of Section 22, Township 53 South, Range 40 East.

LESS AND EXCEPT that part conveyed to Marriott Ownership Resort, Inc., a Delaware corporation by that certain Special Warranty Deed recorded in Official Records Book 18686, Page 3786, described as follows:

A parcel of land lying in the Southwest Quarter of Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Section 22; thence run North along the West line of the Southwest Quarter of said Section 22 and along the centerline of NW 87th Avenue as shown on the Plat of DORAL right-of-way, Plat Book 104, Page 93 for a distance of 103.05 feet to a point; thence run East 40.00 feet to a point on the East right-of-way line of said NW 87th Avenue and the Point of Beginning of the following described parcel of land; thence run North along said Easterly right-of-way line of NW 87th Avenue for a distance of 206.95 feet to the point of curvature of circular curve to the right having a radius of 1869.86 feet; thence run Northeasterly along said East right-of-way line of NW 87th Avenue and along the arc of said curve for a distance of 183.57 feet, through a central angle of 05° 37' 30" to the point of tangency; thence run North 05° 37' 30" East along said East right-of-way line of NW 87th Avenue for a distance of 300.00 feet to the point of curvature of a circular curve to the left having a radius of 1949.86 feet; thence run Northerly along said East right-of-way line of NW 87th Avenue and along the arc of said curve for a distance of 326.91 feet through a central angle of 09° 36' 22" to a point; thence run North 87° 45' 52" East for a distance of 134.24 feet to a point; thence run South 53° 14' 24" East for a distance of 200.00 feet to a point; thence run South 01° 45' 36" West for a distance of 665.00 feet to a point; thence run South 88° 14' 24" East for a distance of 630.00 feet to a point; thence run North 01° 45' 36" East for a distance of 239.29 feet to a point; thence run North 78° 45' 36" East for a distance of 75.00 feet to a point; thence run South 11° 14' 24" East for a distance of 540.00 feet to a point on the North right-of-way line of NW 41st Street; thence run North 88° 14' 24" West along the North right-of-way line of NW 41st Street and along the line parallel to and 80.00 feet North of the South line of the Southwest Quarter of said Section 22, for a distance of 1109.20 feet to the point of curvature of a circular curve to the right having a radius of 25.00 feet; thence run Northwesterly along the East right-of-way line of the aforementioned NW 87th Avenue and along the arc of said curve for a distance of 38.50 feet through a central angle of 88° 14' 24" to the point of tangency and the Point of Beginning.

PARCEL III:

The South Half of the Northwest Quarter of the Southwest Quarter and the South Half of the Northeast Quarter of the Southwest Quarter and the South Half of the Northwest Quarter of the Southeast Quarter, all in Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida.

LESS, the Southeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 22, Township 53 South, Range 40 East.

PARCEL IV:

A portion of the Northeast Quarter of Section 28, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of said Section 28; thence North 88° 53' 45" West along the North line of the Northeast Quarter of said Section 28 for 105.55 feet to the Point of Beginning of the parcel of land hereinafter described; thence continue North 88° 53' 45" West along the last described course, for 2535.02 feet to the Northwest corner of the Northeast Quarter of said Section 28; thence South 00° 10' 28" East along the west line of the Northeast Quarter of said Section 28 for 127.10 feet; thence South 79° 27' 59" East along the North right-of-way line of N.W. 36th Street, as recorded in Official Records Book 7646, Page 122 of the Public Records of Miami-Dade County, Florida, for 1885.85 feet to a point of curvature; thence Northeasterly along a circular curve to the left having a radius of 400 feet and a central angle of 54° 30' 12" for an arc distance of 380.51 feet to a point of tangency; thence North 46° 01' 49" East, along a line parallel with and 50.00 feet Northwesterly of, as measured at

right angles to the North right-of-way line of DRESSEL DAIRY CANAL, as recorded in Official Records Book 5176, Page 40 of the Public Records of Miami-Dade County, Florida, for 457.49 feet to the Point of Beginning.

LESS a portion thereof which has been re-platted and is now known as DORAL FITNESS SPA, according to the Plat thereof, as recorded in Plat Book 127, Page 54, of the Public Records of Miami-Dade County, Florida.

PARCEL V:

A portion of the Northeast Quarter of Section 20, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of said Section 20; thence South 00° 00' 33" East, along the East line of the Northeast Quarter of said Section 20, for 469.99 feet to the Point of Beginning of the following described parcel of land; thence South 89° 51' 15" West for 113.54 feet; thence South 36° 18' 02" West for 253.03 feet; thence South 29° 17' 02" West for 445.92 feet; thence West for 183.30 feet; thence South 76° 21' 09" West for 181.98 feet; thence North 86° 25' 08" West for 179.12 feet; thence South 75° 37' 46" West for 249.93 feet; thence South 68° 48' 51" West for 726.12 feet; thence North 56° 00' 00" West for 211.35 feet; thence South 67° 09' 31" West for 274.18 feet to a point on the next described curve (said point bears South 61° 34' 43" West from its radius point); thence Northwesterly along a circular curve to the right having a radius of 1866.86 feet and a central angle of 09° 03' 50" for an arc distance of 295.33 feet; thence North 70° 38' 33" East, radial to the last described curve for 307.00 feet; thence North for 410.00 feet; thence North 42° 58' 52" East for 142.81 feet; thence North 07° 00' 00" West for 360.00 feet; thence South 78° 30' 00" East for 260.00 feet; thence South 86° 58' 34" East for 1296.21 feet; thence North 76° 30' 00" East for 125.00 feet; thence East for 175.00 feet; thence South 69° 00' 00" East for 260.30 feet; thence North 89° 51' 15" East for 55 feet to the East line of the Northeast Quarter of said section 20; thence South 00° 00' 33" East along the East line of the Northeast Quarter of said Section 20, for 121.53 feet to the Point of Beginning

PARCEL VI:

The West Half of Tract 18, Tracts 30, 31, 47, and 48 in Section 21, Township 53 South, Range 40 East, according to the Plat of FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO.1, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida.

PARCEL VII:

Tract "A", DORAL PLAZA, according to the Plat thereof, as recorded in Plat Book 123, Page 19, of the Public Records of Miami-Dade County, Florida.

PARCEL VIII:

A portion of the Northwest Quarter of Section 28, Township 53 South, Range 40 East being more particularly described as follows:

Beginning at the Northeast corner of the Northwest Quarter of said Section 28 and run South 00° 10' 28" East, along the East line of said Northwest Quarter for 127.10 feet; thence run North 79° 27' 59" West along the Northerly right-of-way line of N.W. 36th Street, as recorded in Official Records Book 7646, Page 122 of the Public Records of Miami-Dade County, Florida for 778.31 feet; thence run South 88° 51' 45" East along the North line of the Northwest Quarter of said Section 28 for 764.96 feet to the Point of Beginning, lying and being in Miami-Dade County, Florida.

PARCEL IX:

Tract "A" of DORAL RIGHT OF WAY, according to the Plat thereof, as recorded in Plat Book 104, Page 93, of the Public Records of Miami-Dade County, Florida.

PARCEL X:

DORAL FITNESS SPA, according to the Plat thereof, as recorded in Plat Book 127, Page 54, of the Public Records of Miami-Dade County, Florida.

PARCEL XI:

A Tract of land lying in Section 21, Township 53 South, Range 40 East, Miami-Dade County, Florida, and being a part of Tract "B" of DORAL ESTATES, as shown on the Plat thereof, as recorded in Plat Book 113, Page 79, and being more particularly described as follows:

Beginning at the most Southeasterly corner of said Tract B, DORAL ESTATES; thence North 88° 41' 06" West, along the South line of said Tract B, a distance of 252.97 feet; thence North 11° 26' 27" West a distance of 278.00 feet to a point on the Northerly line of said Tract B, said point also being on the Southerly line of Lot 4, Block 1, DORAL ESTATES; thence along said line South 85° 21' 52" East, a distance of 26.02 feet; thence South 11° 26' 27" East, along the Westerly line of Lot 3, Block 1, DORAL ESTATES, and Lots 2-A and 1-A, Block 1, of THE AMENDED PLAT OF A PORTION OF DORAL ESTATES, as shown on the Plat thereof, as recorded in Plat Book 125, Page 20, a distance of 214.93 feet to the Southwest corner of said Lot 1-A; thence South 88° 41' 06" East, along the Southerly line of said Lot 1-A and Tract F, a distance of 239.40 feet to a point on the East line of said Tract B, said point also being the Southeast corner of Tract F of said AMENDED PLAT; thence South 00° 08' 22" East along said Easterly line of Tract B a distance of 60.02 feet to the Point of Beginning.

PARCEL XII:

A tract of land lying in the Northeast Quarter of Section 28, Township 53 South, Range 40 East, Miami-Dade County, Florida, and being more particularly described as follows:

Commencing at the Northeast corner of said Section 28; thence North 88° 53' 45" West along the North line of said Section 28 a distance of 34.93 feet to the point of intersection of the Westerly line of the Canal Right-of-Way established by the document recorded in Official Records Book 5176, Page 40, Miami-Dade County, Florida and the North line of said Section 28, said point also being the Point of Beginning of herein described parcel; thence South 46° 01' 49" West, along said Westerly line of the Canal Right-of-Way, a distance of 677.73 feet to the point of intersection of said Westerly line and the Northerly Right-of-way line for N.W. 36th Street Extension (aka Doral Boulevard) as established by the document recorded in Official Records Book 7646, Page 122, Miami-Dade County, Florida; thence with said Northerly Right-of-way line, North 79° 27' 59" West, a distance of 267.45 feet; thence Easterly and Northeasterly on a curve to the left having a radius of 400.00 feet, a central angle of 54° 30' 12", and an arc distance of 380.51 feet to a point of tangency; thence North 46° 01' 49" East, parallel with and 50 feet Northwesterly, as measured at right angles, the aforementioned Westerly line of the Canal Right-of-Way, a distance of 457.49 feet to a point on the North line of said Section 28; thence South 88° 53' 45" East, along said North line a distance of 70.62 feet to the Point of Beginning.

PARCEL XIII:

A tract of land lying within Section 21, Township 53 South, Range 40 East, and being a part of Tract C of DORAL ESTATES, as shown on the Plat thereof, as recorded in Plat Book 113, Page 79, Miami-Dade County, Florida, and being more particularly described as follows:

Beginning at the most Easterly Northeast corner of Lot 4, Block 2, DORAL COLONY PHASE 1, as shown on the Plat thereof, as recorded in Plat Book 120, Page 34, Miami-Dade County, Florida; thence North 73° 24' 13" West, along a Northerly line of said Plat, a distance of 151.71 feet to the most Northerly Northeast corner of Lot 1, Block 3 of said Plat; thence south 88° 41' 06" East a distance of 145.37 feet; thence South 00° 05' 01" East a distance of 40.00 feet to the Point of Beginning.

AND

A Tract of land lying within Section 21, Township 53 South, Range 40 East, and being a part of Tract 35, FLORIDA FRUIT LAND COMPANY'S SUBDIVISION, as shown on the Plat thereof, as recorded in Plat Book 2, Page 17, Miami-Dade County, Florida, and being more particularly described as follows:

Beginning at the most Easterly Southeast corner of Lot 1, Block 2, DORAL COLONY PHASE 1, as shown on the Plat thereof, as recorded in Plat Book 120, Page 34, Miami-Dade County, Florida; thence South 00° 05' 01" East a distance of 33.00 feet; thence North 88° 41' 06" West, a distance of 173.55 feet to a point on the Southerly line of Lot 9, Block 1, of said Plat; thence with a Southerly line of said Plat, North 80° 30' 11" East a distance of 175.87 feet to the Point of Beginning.

All of the foregoing parcels are LESS AND EXCEPT the following described lands:

A) A portion of Tracts 21, 22, 25, 26, 27, 28, 29, 30, 47 and 48, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION of Section 21, Township 53 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of said Section 21; thence South 00° 00' 33" East along the West line of said Section 21 for 660.33 feet to the Northwest corner of said Tract 30; thence South 36° 00' 00" East for 493.05 feet to the Point of Beginning; thence North 46° 07' 24" East for 100.82 feet; thence North 89° 28' 10" East for 70.00 feet; thence North 51° 57' 48" East for 138.66 feet; thence South 69° 32' 12" East for 235.64 feet; thence North 89° 28' 10" East for 90 feet; thence South 58° 33' 35" East for 363.37 feet; thence South 38° 39' 35" East for 160.08 feet; thence South 11° 51' 35" East for 204.36 feet; thence South 22° 32' 18" East for 216.54 feet; thence South 42° 34' 50" West for 251.25 feet; thence South 26° 33' 54" West for 480.75 feet; thence South 15° 02' 47" East for 481.51 feet; thence South 35° 32' 16" East for 86.02 feet; thence South 11° 26' 27" East for 429.38 feet; thence South 88° 41' 06" East, along a line parallel with and 60.00 feet North of as measured at right angles to the South line of said Tract 47 for 59.97 feet; thence South 00° 08' 22" East along the East line of said Tract 47 for 60.02 feet to the Southeast corner of said Tract 47; thence North 88° 41' 06" West along the south line of said Tract 47 for 252.97 feet; thence North 11° 26' 27" West for 278.00 feet; thence North 85° 21' 52" West for 172.79 feet; thence South 75° 44' 08" West for 34.38 feet; thence North 68° 11' 55" West for 161.55 feet; thence due North for 215.00 feet; thence North 45° 00' 0" East for 134.35 feet; thence North 26° 55' 40" West for 706.61 feet; thence North 34° 26' 17" East for 247.73 feet; thence North 00° 00' 33" West for 605.68 feet; thence North 45° 00' 00" West for 106.07 feet; thence North 02° 29' 22" West for 115.11 feet; thence North 46° 07' 24" East for 79.53 feet to the Point of Beginning.

B) That portion of Tract 1 of FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1 in Section 21, Township 53 South, Range 40 East, Miami-Dade County, Florida, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, that lies within the external area formed by a 25.00 foot radius arc concave to the Southwest tangent to the South line of the North 40.00 feet of the Northeast Quarter of said Section 21 and tangent to the West line of East 40 feet of the Northeast Quarter of said Section 21.

C) That portion of Tract 56 of said FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1 in Section 21 being more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter of said Section 21; thence run North 01° 40' 13" West along the East line of the Southeast Quarter of said Section 21 for a distance of 188.52 feet; thence run South 88° 19' 47" West at right angles to the last described course and radial to the next described circular curve concave to the Northwest for a distance of 40.00 feet to a point on the West line of the East 40.00 feet of the Southeast Quarter of said Section 21 and to the point of curvature of said circular curve concave to the Northwest said point of curvature being the Point of Beginning of the herein described parcel; thence run Southeasterly to the Northwesterly along the arc of said circular curve concave to the Northwest having a radius of 25.00 feet, through a central angel of 144° 57' 58" for an arc distance of 63.25 feet; thence run South 53° 17' 45" West, radially to the last described curve for a distance of 60.00 feet; thence run South 36° 42' 15" East, at right angles of the last described course for a distance of 107.58 feet to a point on the North line of the South 50.00 feet of the Southeast Quarter of said Section 21; thence run North 89° 36' 40" East along the North line of the South 50.00 feet of the Southeast Quarter of said Section 21 for a distance of 7.29 feet to the point of curvature of a circular curve to the left; thence run Northeasterly to

Northwesterly along the arc of said circular curve to the left, having a radius of 25.00 feet; through a central angle of 91° 16' 43" for an arc distance of 39.83 feet to appoint of tangency with the West line of the East 40.00 feet of the Southeast Quarter of said Section 21; thence run North 01° 40' 13" West along the West line of the East 40.00 feet of the Southeast Quarter of said Section 21 for a distance of 112.05 feet to the Point of Beginning.

D) A portion of Tract 47, FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1 of Section 21, Township 53 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book ____, Page 17, of the Public Records of Miami-Dade County, Florida., being more particularly described as follows:

Commencing at the Northeast corner of said Tract 47; thence South 00° 08' 22" East, along the East line of said Tract 47 for 160.91 feet to the Northwest corner of DORAL COLONY PHASE 1, according to the Plat thereof, as recorded in Plat Book 120, Page 34 of the Public Records of Miami-Dade County, Florida, and the Point of Beginning of the following described parcel of land; thence South 89° 51' 38" West for 33.26 feet to the point of curvature of a circular curve to the right; thence Westerly and Northwesterly, along the arc of said curve having a radius of 65.00 feet and a central angle of 56° 04' 45" for 63.62 feet to a non-tangent point; thence South 11° 26' 27" East, along the Easterly boundary line of the N.W. 94th Doral Place as shown on the Plat of DORAL ESTATES, recorded in Plat Book 113, Page 79 of the Public Records of Miami-Dade County, Florida for 84.43 feet to a point on a circular curve bearing South 43° 47' 14" West from the radius point; thence Southeasterly along the arc of a circular curve to the left, having a radius of 56.00 feet and a central angle 30° 27' 14" for 29.76 feet to a point of compound curvature; thence Southeasterly, Easterly and Northeasterly, along the arc of a circular curve to the left having a radius of 82.52 feet and a central angle of 31° 33' 41" for 45.46 feet (the last three described courses being coincident in part with the boundary of said plat of DORAL ESTATES); thence North 00° 08' 22" West, along the East line of said Tract 47, (being also the West boundary of said plat of DORAL COLONY), for 66.39 feet to the Point of Beginning.

E) A portion of Tract 38, 39, 40, 58, 59, 60 and 61 and a portion of N.W. 92nd Avenue, FLORIDA FRUITS LAND COMPANY'S SUBDIVISION NO. 1 of Section 21, Township 53 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commencing at a point on the West line of Tract D, DORAL ESTATES, according to the Plat thereof, as recorded in Plat Book 113, Page 79 of the Public Record of Miami-Dade County, Florida said point being the Southeast corner of Tract 47 of said Plat of FLORIDA FRUITS LAND COMPANY'S SUBDIVISION NO. 1 as shown on the Plat of DORAL ESTATES; thence South 00° 08' 22" East along the west line of said Tract D for 1220.52 feet; thence South 61° 29' 59" East for 419.90 feet to the Point of Beginning of the following described parcel of land; thence North 20° 30' 05" East for 345.00 feet; thence South 45° 53' 36" East for 496.96 feet; thence South 80° 38' 52" East for 128.29 feet; thence North 48° 00' 23" East for 85.53 feet; thence North 06° 00' 31" East for 110.31 feet; thence North 46° 32' 23" East for 100.00 feet to the point of curvature of a circular curve to the right; thence Northeasterly along the arc of said curve having a radius of 165.00 feet and a central angle of 32° 58' 57" for 94.98 feet to a point of reverse curvature; thence Northeasterly along the arc of a circular curve to the left having a radius of 185.00 feet a central angle of 74° 10' 14" for 239.49 feet to a point of tangency; thence North 05° 21' 07" East for 552.83 feet; thence South 84° 38' 53" East for 165.00 feet; thence South 25° 48' 23" East for 345.17 feet; thence south 49° 35' 18" West for 116.77 feet; thence South 07° 25' 57" West for 168.58 feet; thence South 33° 33' 17" East, radial to the next described curve for 233.83 feet; thence Southwesterly, Southerly and Southeasterly along said circular curve being concave Easterly and having a radius of 42.00 feet and a central angle of 90° 00' 00" for an arc distance of 65.97 feet to a point of tangency; thence South 33° 33' 17" East for 21.32 feet; thence South 60° 41' 31" West for 865.08 feet; thence North 89° 28' 15" West for 65.93 feet to a point on a circular curve whose radius point bears South 38° 57' 55" west from this last described point; thence Northwesterly along the arc of a circular curve to the left having a radius of 750.00 feet and a central angle of 10° 27' 54" for 136.99 feet to a point of tangency; thence North 61° 29' 59" West for 96.79 feet to the Point of Beginning.

PARCEL XIV:

- a) The right to construct, maintain and relocate golf cart pathways within Tracts A, B, C, D and E of DORAL COLONY PHASE 1, as reserved in the Plat recorded in Plat Book 120, Page 34, of the Public Records of Miami-Dade County, Florida;
- b) The right of construct, maintain and relocate golf cart pathways within Tracts F and I of DORAL COLONY PHASE 2, as reserved in the Plat recorded in Plat Book 126, Page 55, of the Public Records of Miami-Dade County, Florida;
- c) The right to maintain and use the lake as a golf course hazard and feature, as reserved on the plat of DORAL COLONY PHASE 2, as recorded in Plat Book 126, Page 55, of the Public Records of Miami-Dade County, Florida;
- d) The right to construct, maintain and relocate golf cart pathways within Tracts J, K, L, and M of DORAL COLONY PHASE 3, as reserved in the Plat recorded in Plat Book 128, Page 15, of the Public Records of Miami-Dade County, Florida;
- e) The right to maintain and use Tract M and the lake as golf course hazards and features, as shown on the Plat of DORAL COLONY PHASE 3 as recorded in Plat Book 128, Page 15, of the Public Records of Miami-Dade County, Florida;
- f) The right to construct maintain and relocate golf cart pathways within Tracts A-1 and B-1 of DORAL ESTATES, as reserved in the Plat recorded in Plat Book 125, Page 20, of the Public Records of Miami-Dade County, Florida.

EXHIBIT B

(GLOBAL AGREEMENT)

**STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS**

CNL RESORT HOTEL, L.P.

Petitioner,

vs.

CITY OF DORAL and
STATE OF FLORIDA DEPARTMENT
OF COMMUNITY AFFAIRS,

Respondents,

Case No. 06-2417 GM

and

SHOMA HOMES VILLAGE AT DORAL,
INC., VILLAGE AT DORAL
COMMERCIAL, LLC, et al,

Intervenors.

_____/

STIPULATED SETTLEMENT AGREEMENT

THIS STIPULATED SETTLEMENT AGREEMENT (the "Agreement") is entered into by and between the Petitioner, CNL RESORT HOTEL, L.P. ("CNL"), and Respondents, STATE OF FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS (the "DCA" or the "Department") and CITY OF DORAL (the "City") (collectively referred to herein as the "Parties"), as a complete and final settlement of all claims raised in the above-styled proceeding.

RECITALS

WHEREAS, the DCA is the state land planning agency and has the authority to administer and enforce the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes (the "Act");

WHEREAS, the City is a local government subject to the provisions of the Act and with the duty to adopt a comprehensive plan that is "in compliance" with the Act;

WHEREAS, CNL owns property in the City which encompasses in excess of 600 acres, generally located north of NW 36th Street (a/k/a Doral Boulevard) on both the east and west sides of NW 87th Avenue (the "Property"), a legal description of which is attached as **Exhibit "A"**;

WHEREAS, in the interim period subsequent to the City's incorporation on July 24, 2003, the City adopted the Miami-Dade County Comprehensive Development Master Plan (the "CDMP") as its comprehensive plan;

WHEREAS, on April 26, 2006, the City adopted Ordinance No. 2005-16, wherein the City amended the CDMP by passing and adopting the City of Doral Comprehensive Plan (the "Proposed Plan");

WHEREAS, on June 29, 2006, the Department issued a Notice of Intent ("NOI") pursuant to Florida Statutes Section 163.3184(8), to find the Proposed Plan "not in compliance" with the Act;

WHEREAS, pursuant to Florida Statutes Section 163.3184(10), a formal administrative proceeding challenging the Proposed Plan was initiated by the Department on July 11, 2006 (the "Pending Action");

WHEREAS, on July 18, 2006, CNL filed a Petition to Intervene in the Pending Action challenging the consistency of the Proposed Plan with the Act, which was granted by the Administrative Law Judge ("ALJ");

WHEREAS, multiple other parties sought intervention status in the Pending Action, which were also granted by the ALJ;

WHEREAS, on February 9, 2007, a Stipulated Settlement Agreement was executed between the Department and the City, which included certain remedial amendments to the Proposed Plan;

WHEREAS, the City adopted the remedial amendments set forth in the Stipulated Settlement Agreement, and on March 7, 2007, the Department issued its cumulative NOI to find both the Proposed Plan and the remedial amendments "in compliance," and requested re-alignment of the parties in the Pending Action;

WHEREAS, the ALJ re-aligned the parties in the Pending Action and CNL filed an Amended Petition (the "Amended Petition") on March 27, 2007 reasserting its allegations that the City had not considered CNL's private property rights when adopting the Proposed Plan and that the Proposed Plan does not discourage the proliferation of urban sprawl;

WHEREAS, the City and the Department dispute the allegations of the Amended Petition regarding the Proposed Plan;

WHEREAS, the Parties wish to avoid the expense, delay, and uncertainty of lengthy litigation and to resolve this proceeding under the terms set forth herein, and agree it is in their respective mutual best interests to agree to enter this Agreement to resolve the issues raised in the Amended Petition;

WHEREAS, the City has agreed to approve this Agreement and certain amendments as defined herein at a public hearing before the City Council; and

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinbelow set forth, and in consideration of the benefits to accrue to each of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby represent and agree as follows:

GENERAL PROVISIONS

1. **Definitions.** As used in this Agreement, the following words and phrases shall have the following meanings:

a. **Act:** The Local Government Comprehensive Planning and Land Development Regulation Act, as codified in Part II, Chapter 163, Florida Statutes.

b. **Agreement:** This Stipulated Settlement Agreement.

c. **Proposed Plan:** Comprehensive Plan adopted by the City on April 26, 2006, pursuant to Ordinance No. 2005-16.

d. **DOAH:** The Florida Division of Administrative Hearings.

e. In compliance or into compliance: The meaning set forth in Florida Statutes Section 163.3184(1)(b).

f. NOI: A notice of intent issued by the Department pursuant to the terms of the Act finding a particular amendment to a comprehensive plan as either in compliance or not in compliance with said Act.

g. Amended Petition: The amended petition for administrative hearing and relief filed by CNL in this case.

h. Plan Amendments: Amendments to the Future Land Use Element and the FLUM, the need for which are identified in this Agreement, and which the City intends to adopt to implement this Agreement. Plan Amendments adopted pursuant to this Agreement must, in the opinion of the Department, be consistent with and substantially similar in concept and content to the ones identified herein or be otherwise acceptable to the Department.

2. Department Powers. The Department is the state land planning agency and has the power and duty to administer and enforce the Act, to enter agreements as provided in Florida Statutes Section 163.3184(16), and to determine whether the Plan Amendments are in compliance.

3. Negotiation of Agreement. The Department has issued a cumulative NOI to find the Proposed Plan in compliance, notwithstanding CNL's allegations in the Amended Petition challenging the consistency of the Proposed Plan. Subsequent to the filing of the Amended Petition, the Parties conferred and agreed to resolve the issues in the Amended Petition through this Agreement. It is the intent of this Agreement to resolve fully all issues between the Parties in the Pending Action.

4. Effective Proposed Plan. Upon approval of this Agreement and the Plan Amendments at a public hearing before the City Council as provided for herein, the City may adopt an ordinance at that same public hearing in accordance with the Laws of Florida amending Ordinance 2005-16 and providing that the City's Proposed Plan shall be immediately effective with the exception of those provisions constituting the Plan Amendments. Notwithstanding the effective date of the Proposed Plan, the Plan Amendments, not unlike the Proposed Plan, shall be considered as amendments to the CDMP for the purpose of this Agreement and any proceeding in this matter.

5. Description of Plan Amendments. Exhibit "B" to this Agreement specifically identifies the Plan Amendments needed for resolution of the issues in this matter, and is incorporated herein by reference. The data and analysis relevant to the Plan Amendments is attached as Exhibit "C". The Plan Amendments include the following: (a) amend the FLUM for the portion of the Property identified as the "White Parcel" to Downtown Mixed Use ("DMU"); (b) amend the FLUM for the portion of the Property identified as the "Resort Parcel" to Community Mixed Use ("CMU"); (c) amend the FLUM for the portion of the Property identified as the "Range View Parcel" to Private Parks and Open Space ("PPOS"); (d) amend the text of the DMU land use category on page I-4 of the Proposed Plan to address vertical and horizontal mixed-use development; (e) amend the FLUM for the portion of the Property identified as the "White Parcel" and the "Resort Parcel" to depict such areas as part of the Urban Central Business District; and (f) amend the text of the "Urban Central Business District ("UCBD")" in Policy 1.1.1 on page I-10 of the Proposed Plan to encompass the "White Parcel" and the "Resort Parcel."

6. Conceptual Site Design. The Future Land Use Element of the Proposed Plan states that a conceptual site design and community connectivity plan must accompany all DMU project land use applications. In accordance with that provision, an "Illustrative Master Plan" of the "White Parcel" to be designated DMU under this Agreement is attached as **Exhibit "D"** and incorporated herein by reference. With the approval of the Plan Amendments, the City hereby accepts the "Illustrative Master Plan" as a general intent and massing analysis for the "White Parcel." Further, the City agrees that the proposed uses, densities, building height and intensities are consistent with the DMU land use category under the Proposed Plan.

7. Approval of Agreement and Adoption of Plan Amendments. The City agrees to approve this Agreement and consider for adoption the Plan Amendments described in **Exhibit "B,"** at a single duly noticed public hearing before the City Council, on or before April 30, 2010. Within 10 days after the approval of the Agreement and adoption of the Plan Amendments, the Parties shall execute and file this Agreement and transmit the Plan Amendments to the Department and the Department shall review the amendments and issue a cumulative notice of intent in accordance with Florida Statutes Section 163.3184(16)(d) and (e).

8. Stay of Pending Action. This Agreement shall be filed with DOAH by the Department after execution by the Parties. Upon the filing of this Agreement, the administrative proceeding in this matter shall be stayed by the ALJ in accordance with Section 163.3184(16)(b), Florida Statutes.

9. Acknowledgment. The Parties acknowledge that the "based upon" provisions in Section 163.3184(8), Florida Statutes, do not apply to the Plan Amendments.

10. Department Review of Plan Amendments and Notice of Intent. Within 30 days after receipt of the adopted Plan Amendments, the Department shall issue an NOI pursuant to Florida Statutes Section 163.3184(8)(b).

a. In Compliance: If (a) the Department issues an NOI to find the Plan Amendments “in compliance,” and (b) the twenty-one (21) day appeal period expires with no appeal being filed, then the Department shall file this NOI with DOAH and the Parties shall file with the ALJ a request to relinquish jurisdiction to the Department, as described in paragraph 12 of this Agreement.

b. Not in Compliance: If the Department issues an NOI to find the Plan Amendments not “in compliance,” then CNL reserves the right to proceed to a final hearing before the ALJ. Such final hearing shall be limited to only those issues that CNL has raised in the Amended Petition.

11. Effect of Amendment. Adoption of the Plan Amendments shall not be counted toward the frequency restrictions imposed upon plan amendments pursuant to Florida Statutes Section 163.3187(1).

12. Dismissal. If (a) the Department issues an NOI to find the Plan Amendments “in compliance,” and (b) the twenty-one (21) day appeal period expires with no appeal being filed, then the Parties shall file with the ALJ a request to relinquish jurisdiction to the Department. The Department shall then enter a final order finding that the Proposed Plan is “in compliance” with the Act and in accordance with Florida Statutes Section 163.3184(9). The Department shall also enter a final order of dismissal of the Pending Action.

13. Purpose of this Agreement; Not Establishing Precedent. The Parties enter into this Agreement in a spirit of cooperation for the purpose of avoiding costly, lengthy and

unnecessary litigation and in recognition of the desire for the speedy and reasonable resolution of disputes arising out of or related to the Proposed Plan. The acceptance of proposals for purposes of this Agreement is part of a negotiated agreement affecting many factual and legal issues and is not an endorsement of, and does not establish precedent for, the use of these proposals in any other circumstances or by any other local government.

14. Approval by Governing Body. This Agreement has been approved by the City Council at a public hearing advertised at least 10 days prior to the hearing in a newspaper of general circulation in the manner prescribed for advertisements in Section 163.3184(15)(c), Florida Statutes. This Agreement has been executed by the appropriate officer as provided in the City's charter or other regulations.

15. Changes in Law. Nothing in this Agreement shall be construed to relieve the Parties from adhering to the law, and in the event of a change in any statute or administrative regulation inconsistent with this Agreement, the statute or regulation shall take precedence and shall be deemed incorporated in this Agreement by reference.

16. Other Persons Unaffected. Nothing in this Agreement shall be deemed to affect the rights of any person not a party to this Agreement. This Agreement is not intended to benefit any third party.

17. Attorney Fees and Costs. Each party shall bear its own costs, including attorney fees, incurred in connection with the Pending Action and this Agreement.

18. Effective Date. This Agreement shall become effective immediately upon execution by CNL, the Department and the City. Intervenors also may execute and join in this Agreement.

19. Retention of Right to Final Hearing. The Parties hereby retain the right to have a final hearing in the Pending Action if one of the following events has occurred: (a) the City Council fails to adopt the Plan Amendments as required by this Agreement; (b) the Department issues a NOI to find the Plan Amendments not "in compliance"; or (c) either Party's breach of this Agreement. Nothing in this Agreement shall be deemed a waiver of such right. The final hearing shall be limited to only those issues that CNL has raised in the Amended Petition and nothing in this Agreement shall be deemed as permitting the consideration of any other issues. Any of the Parties to this Agreement may also have this matter set for hearing if it becomes apparent, in the sole discretion of such party, that any other party whose action is required by this Agreement is not proceeding in good faith to take that action. If a party sets this Pending Action for a final hearing, then this Agreement shall be rendered null and void and the Parties shall be relieved of any further obligation to perform pursuant to the terms herein.

20. Construction of Agreement. All Parties to this Agreement are deemed to have participated in its drafting. In the event of any ambiguity in the terms of this Agreement, the Parties agree that such ambiguity shall be construed without regard to which of the Parties drafted the provision in question.

21. Entire Agreement. This is the entire agreement between the Parties as to all claims raised in the above-styled proceeding and no verbal or written assurance or promise is effective or binding unless included in this document.

22. Governmental Discretion Unaffected. This Agreement is not intended to bind the City in the exercise of governmental discretion which is exercisable in accordance with law only upon the giving of appropriate public notice and required public hearings.

23. Multiple Originals. This Agreement may be executed in any number of originals, all of which evidence one agreement, and only one of which need be produced for any purpose.

24. Captions. The captions inserted in this Agreement are for the purpose of convenience only and shall not be utilized to construe or interpret any provision of this Agreement.

In witness whereof, the Parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

DEPARTMENT OF COMMUNITY AFFAIRS

By: _____
Mike McDaniel, Chief
Office of Comprehensive Planning

Approved as to form and legality:

Richard E. Shine
Assistant General Counsel

Date: _____, 2010.

CNL RESORT HOTEL, L.P.

By: CNL Resort SPE GP, LLC, its sole General Partner

By: _____

Date: _____, 2010.

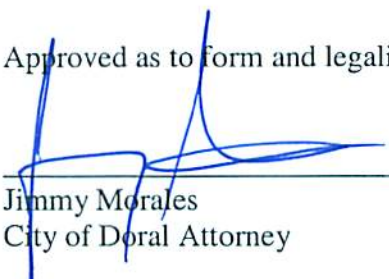
THE CITY OF DORAL

By:



Juan Carlos Bermudez
Mayor

Approved as to form and legality:



Jimmy Morales
City of Doral Attorney

Date: _____, 2010.

Exhibit "A"

PARCEL I:

Tract 1, LESS the North 40 feet thereof, and Tracts 2, 3, 4, 5, 6, Tract 7 LESS the East 40 feet thereof, and Tracts 8, 9, 10, 11, 12, 13, 14, 15 and Tract 16 LESS the North 269.93 feet of the West 806.48 feet and LESS the North 45 feet of the East of the West 806.48 feet thereof, and Tracts 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 33, 35, 36, 37, 38, 39, 40, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63 and 64 of FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1, in Section 21, Township 53 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 2, Page 17 of the Public Records of Miami-Dade County, Florida and all of DORAL ESTATES, according to the Plat thereof, as recorded in Plat Book 113, Page 79, of the Public Records of Miami-Dade County, Florida.

LESS a portion of Tracts 22, 23, 24, 33, 34, and 35 being more particularly described as follows:

A portion of Tracts 22, 23, 24, 33, 34 and 35, FLORIDA FRUIT LAND COMPANY'S SUBDIVISION of Section 21, Township 53 South, Range 40 East, according to the Plat thereof as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida; (said Tract 34 being also Tract C of DORAL ESTATES, according to the Plat thereof, as recorded in Plat Book 113, Page 79, of the Public Records of Miami-Dade County, Florida), said parcel being more particularly described as follows:

Beginning at the northwest corner of said Tract 33; thence North 00° 00' 38" East along the West line of said Tracts 24 and 23 for 512.24 feet; thence North 25° 00' 38" East, for 295.00 feet; thence South 88° 41' 47" East along a line parallel with the South line of said Tract 23, for 140.00 feet; thence South 20° 48' 13" West for 195 feet; thence South 09° 41' 47" East for 222.33 feet; thence South 88° 41' 47" East along a line parallel with the South line of said Tract 23 for 478.81 feet; thence South 00° 05' 12" West for 610.35 feet; thence North 88° 41' 21" West along a line parallel with the South line of said Tract 33 for 450.12 feet; thence South 0° 05' 01" East for 165.12 feet; thence South 44° 23' 10" East for 85.88 feet; thence South 88° 41' 06" East for 340.10 feet; thence South 00° 05' 01" East along the East line of the West Half of said Tracts 34 and 35 for 245.00 feet; thence North 88° 41' 06" West along a line parallel with and 40 feet South of as measured at right angles to the North line of said Tract 35 for 579.56 feet to a point (said Point bears North 73° 14' 21" West from the radius point of the next described curve); thence Northeasterly along a circular curve to the right having a radius of 56 feet and a central angle of 48° 03' 16" for an arc distance of 46.96 feet to a point of reverse curvature; thence Northeasterly, Northerly, Northwesterly, Westerly and Southwesterly along a circular curve to the left having a radius of 76.00 feet and a central angle of 195° 46' 28" for an arc distance of 259.68 feet to a point of reverse curvature; thence Southwesterly along a circular curve to the right having a radius of 82.52 feet and a central angle of 22° 43' 52" for an arc distance of 32.74 feet to a point (said point bears South 18° 13' 41" East from the radius point of the last described curve); thence North 00° 08' 22" West along the West line of said Tracts 33 and 34 for 557.37 feet to the Point of Beginning, lying and being in Miami-Dade County, Florida.

And also LESS a portion of Tract 56 and 57 which has been re-platted and is now known as DORAL ESTATES SPA, according to the Plat thereof, as recorded in Plat Book 127, Page 54, of the Public Records of Miami-Dade County, Florida.

PARCEL II:

The Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter and the Southwest Quarter of the Southwest Quarter of Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida; LESS

- a) East Half of the Southwest Quarter of the Southeast Quarter LESS the South 75 feet thereof, and
- b) East 35 feet of the South 75 feet of the East Half of the Southwest Quarter of the Southeast Quarter in Section 22, Township 53 South, Range 40 East.

Subject to the dedication of the South 80 feet of the Southwest Quarter of the Southwest Quarter of Section 22, Township 53 South, Range 40 East.

LESS AND EXCEPT that part conveyed to Marriott Ownership Resort, Inc., a Delaware corporation by that certain Special Warranty Deed recorded in Official Records Book 18686, Page 3786, described as follows:

A parcel of land lying in the Southwest Quarter of Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Section 22; thence run North along the West line of the Southwest Quarter of said Section 22 and along the centerline of NW 87th Avenue as shown on the Plat of DORAL right-of-way, Plat Book 104, Page 93 for a distance of 103.05 feet to a point; thence run East 40.00 feet to a point on the East right-of-way line of said NW 87th Avenue and the Point of Beginning of the following described parcel of land; thence run North along said Easterly right-of-way line of NW 87th Avenue for a distance of 206.95 feet to the point of curvature of circular curve to the right having a radius of 1869.86 feet; thence run Northeasterly along said East right-of-way line of NW 87th Avenue and along the arc of said curve for a distance of 183.57 feet, through a central angle of 05° 37' 30" to the point of tangency; thence run North 05° 37' 30" East along said East right-of-way line of NW 87th Avenue for a distance of 300.00 feet to the point of curvature of a circular curve to the left having a radius of 1949.86 feet; thence run Northerly along said East right-of-way line of NW 87th Avenue and along the arc of said curve for a distance of 326.91 feet through a central angle of 09° 36' 22" to a point; thence run North 87° 45' 52" East for a distance of 134.24 feet to a point; thence run South 53° 14' 24" East for a distance of 200.00 feet to a point; thence run South 01° 45' 36" West for a distance of 665.00 feet to a point; thence run South 88° 14' 24" East for a distance of 630.00 feet to a point; thence run North 01° 45' 36" East for a distance of 239.29 feet to a point; thence run North 78° 45' 36" East for a distance of 75.00 feet to a point; thence run South 11° 14' 24" East for a distance of 540.00 feet to a point on the North right-of-way line of NW 41st Street; thence run North 88° 14' 24" West along the North right-of-way line of NW 41st Street and along the line parallel to and 80.00 feet North of the South line of the Southwest Quarter of said Section 22, for a distance of 1109.20 feet to the point of curvature of a circular curve to the right having a radius of 25.00 feet; thence run Northwesterly along the East right-of-way line of the aforementioned NW 87th Avenue and along the arc of said curve for a distance of 38.50 feet through a central angle of 88° 14' 24" to the point of tangency and the Point of Beginning.

PARCEL III:

The South Half of the Northwest Quarter of the Southwest Quarter and the South Half of the Northeast Quarter of the Southwest Quarter and the South Half of the Northwest Quarter of the Southeast Quarter, all in Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida.

LESS, the Southeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 22, Township 53 South, Range 40 East.

PARCEL IV:

A portion of the Northeast Quarter of Section 28, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of said Section 28; thence North 88° 53' 45" West along the North line of the Northeast Quarter of said Section 28 for 105.55 feet to the Point of Beginning of the parcel of land hereinafter described; thence continue North 88° 53' 45" West along the last described course, for 2535.02 feet to the Northwest corner of the Northeast Quarter of said Section 28; thence South 00° 10' 28" East along the west line of the Northeast Quarter of said Section 28 for 127.10 feet; thence South 79° 27' 59" East along the North right-of-way line of N.W. 36th Street, as recorded in Official Records Book 7646, Page 122 of the Public Records of Miami-Dade County, Florida, for 1885.85 feet to a point of curvature; thence Northeasterly along a circular curve to the left having a radius of 400 feet and a central angle of 54° 30' 12" for an arc distance of 380.51 feet to a point of tangency; thence North 46° 01' 49" East, along a line parallel with and 50.00 feet Northwesterly of, as measured at

right angles to the North right-of-way line of DRESSEL DAIRY CANAL, as recorded in Official Records Book 5176, Page 40 of the Public Records of Miami-Dade County, Florida, for 457.49 feet to the Point of Beginning.

LESS a portion thereof which has been re-platted and is now known as DORAL FITNESS SPA, according to the Plat thereof, as recorded in Plat Book 127, Page 54, of the Public Records of Miami-Dade County, Florida.

PARCEL V:

A portion of the Northeast Quarter of Section 20, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of said Section 20; thence South 00° 00' 33" East, along the East line of the Northeast Quarter of said Section 20, for 469.99 feet to the Point of Beginning of the following described parcel of land; thence South 89° 51' 15" West for 113.54 feet; thence South 36° 18' 02" West for 253.03 feet; thence South 29° 17' 02" West for 445.92 feet; thence West for 183.30 feet; thence South 76° 21' 09" West for 181.98 feet; thence North 86° 25' 08" West for 179.12 feet; thence South 75° 37' 46" West for 249.93 feet; thence South 68° 48' 51" West for 726.12 feet; thence North 56° 00' 00" West for 211.35 feet; thence South 67° 09' 31" West for 274.18 feet to a point on the next described curve (said point bears South 61° 34' 43" West from its radius point); thence Northwesterly along a circular curve to the right having a radius of 1866.86 feet and a central angle of 09° 03' 50" for an arc distance of 295.33 feet; thence North 70° 38' 33" East, radial to the last described curve for 307.00 feet; thence North for 410.00 feet; thence North 42° 58' 52" East for 142.81 feet; thence North 07° 00' 00" West for 360.00 feet; thence South 78° 30' 00" East for 260.00 feet; thence South 86° 58' 34" East for 1296.21 feet; thence North 76° 30' 00" East for 125.00 feet; thence East for 175.00 feet; thence South 69° 00' 00" East for 260.30 feet; thence North 89° 51' 15" East for 55 feet to the East line of the Northeast Quarter of said section 20; thence South 00° 00' 33" East along the East line of the Northeast Quarter of said Section 20, for 121.53 feet to the Point of Beginning

PARCEL VI:

The West Half of Tract 18, Tracts 30, 31, 47, and 48 in Section 21, Township 53 South, Range 40 East, according to the Plat of FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO.1, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida.

PARCEL VII:

Tract "A", DORAL PLAZA, according to the Plat thereof, as recorded in Plat Book 123, Page 19, of the Public Records of Miami-Dade County, Florida.

PARCEL VIII:

A portion of the Northwest Quarter of Section 28, Township 53 South, Range 40 East being more particularly described as follows:

Beginning at the Northeast corner of the Northwest Quarter of said Section 28 and run South 00° 10' 28" East, along the East line of said Northwest Quarter for 127.10 feet; thence run North 79° 27' 59" West along the Northerly right-of-way line of N.W. 36th Street, as recorded in Official Records Book 7646, Page 122 of the Public Records of Miami-Dade County, Florida for 778.31 feet; thence run South 88° 51' 45" East along the North line of the Northwest Quarter of said Section 28 for 764.96 feet to the Point of Beginning, lying and being in Miami-Dade County, Florida.

PARCEL IX:

Tract "A" of DORAL RIGHT OF WAY, according to the Plat thereof, as recorded in Plat Book 104, Page 93, of the Public Records of Miami-Dade County, Florida.

PARCEL X:

DORAL FITNESS SPA, according to the Plat thereof, as recorded in Plat Book 127, Page 54, of the Public Records of Miami-Dade County, Florida.

PARCEL XI:

A Tract of land lying in Section 21, Township 53 South, Range 40 East, Miami-Dade County, Florida, and being a part of Tract "B" of DORAL ESTATES, as shown on the Plat thereof, as recorded in Plat Book 113, Page 79, and being more particularly described as follows:

Beginning at the most Southeasterly corner of said Tract B, DORAL ESTATES; thence North 88° 41' 06" West, along the South line of said Tract B, a distance of 252.97 feet; thence North 11° 26' 27" West a distance of 278.00 feet to a point on the Northerly line of said Tract B, said point also being on the Southerly line of Lot 4, Block 1, DORAL ESTATES; thence along said line South 85° 21' 52" East, a distance of 26.02 feet; thence South 11° 26' 27" East, along the Westerly line of Lot 3, Block 1, DORAL ESTATES, and Lots 2-A and 1-A, Block 1, of THE AMENDED PLAT OF A PORTION OF DORAL ESTATES, as shown on the Plat thereof, as recorded in Plat Book 125, Page 20, a distance of 214.93 feet to the Southwest corner of said Lot 1-A; thence South 88° 41' 06" East, along the Southerly line of said Lot 1-A and Tract F, a distance of 239.40 feet to a point on the East line of said Tract B, said point also being the Southeast corner of Tract F of said AMENDED PLAT; thence South 00° 08' 22" East along said Easterly line of Tract B a distance of 60.02 feet to the Point of Beginning.

PARCEL XII:

A tract of land lying in the Northeast Quarter of Section 28, Township 53 South, Range 40 East, Miami-Dade County, Florida, and being more particularly described as follows:

Commencing at the Northeast corner of said Section 28; thence North 88° 53' 45" West along the North line of said Section 28 a distance of 34.93 feet to the point of intersection of the Westerly line of the Canal Right-of-Way established by the document recorded in Official Records Book 5176, Page 40, Miami-Dade County, Florida and the North line of said Section 28, said point also being the Point of Beginning of herein described parcel; thence South 46° 01' 49" West, along said Westerly line of the Canal Right-of-Way, a distance of 677.73 feet to the point of intersection of said Westerly line and the Northerly Right-of-way line for N.W. 36th Street Extension (aka Doral Boulevard) as established by the document recorded in Official Records Book 7646, Page 122, Miami-Dade County, Florida; thence with said Northerly Right-of-way line, North 79° 27' 59" West, a distance of 267.45 feet; thence Easterly and Northeasterly on a curve to the left having a radius of 400.00 feet, a central angle of 54° 30' 12", and an arc distance of 380.51 feet to a point of tangency; thence North 46° 01' 49" East, parallel with and 50 feet Northwesterly, as measured at right angles, the aforementioned Westerly line of the Canal Right-of-Way, a distance of 457.49 feet to a point on the North line of said Section 28; thence South 88° 53' 45" East, along said North line a distance of 70.62 feet to the Point of Beginning.

PARCEL XIII:

A tract of land lying within Section 21, Township 53 South, Range 40 East, and being a part of Tract C of DORAL ESTATES, as shown on the Plat thereof, as recorded in Plat Book 113, Page 79, Miami-Dade County, Florida, and being more particularly described as follows:

Beginning at the most Easterly Northeast corner of Lot 4, Block 2, DORAL COLONY PHASE 1, as shown on the Plat thereof, as recorded in Plat Book 120, Page 34, Miami-Dade County, Florida; thence North 73° 24' 13" West, along a Northerly line of said Plat, a distance of 151.71 feet to the most Northerly Northeast corner of Lot 1, Block 3 of said Plat; thence south 88° 41' 06" East a distance of 145.37 feet; thence South 00° 05' 01" East a distance of 40.00 feet to the Point of Beginning.

AND

A Tract of land lying within Section 21, Township 53 South, Range 40 East, and being a part of Tract 35, FLORIDA FRUIT LAND COMPANY'S SUBDIVISION, as shown on the Plat thereof, as recorded in Plat Book 2, Page 17, Miami-Dade County, Florida, and being more particularly described as follows:

Beginning at the most Easterly Southeast corner of Lot 1, Block 2, DORAL COLONY PHASE 1, as shown on the Plat thereof, as recorded in Plat Book 120, Page 34, Miami-Dade County, Florida; thence South 00° 05' 01" East a distance of 33.00 feet; thence North 88° 41' 06" West, a distance of 173.55 feet to a point on the Southerly line of Lot 9, Block 1, of said Plat; thence with a Southerly line of said Plat, North 80° 30' 11" East a distance of 175.87 feet to the Point of Beginning.

All of the foregoing parcels are LESS AND EXCEPT the following described lands:

A) A portion of Tracts 21, 22, 25, 26, 27, 28, 29, 30, 47 and 48, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION of Section 21, Township 53 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of said Section 21; thence South 00° 00' 33" East along the West line of said Section 21 for 660.33 feet to the Northwest corner of said Tract 30; thence South 36° 00' 00" East for 493.05 feet to the Point of Beginning; thence North 46° 07' 24" East for 100.82 feet; thence North 89° 28' 10" East for 70.00 feet; thence North 51° 57' 48" East for 138.66 feet; thence South 69° 32' 12" East for 235.64 feet; thence North 89° 28' 10" East for 90 feet; thence South 58° 33' 35" East for 363.37 feet; thence South 38° 39' 35" East for 160.08 feet; thence South 11° 51' 35" East for 204.36 feet; thence South 22° 32' 18" East for 216.54 feet; thence South 42° 34' 50" West for 251.25 feet; thence South 26° 33' 54" West for 480.75 feet; thence South 15° 02' 47" East for 481.51 feet; thence South 35° 32' 16" East for 86.02 feet; thence South 11° 26' 27" East for 429.38 feet; thence South 88° 41' 06" East, along a line parallel with and 60.00 feet North of as measured at right angles to the South line of said Tract 47 for 59.97 feet; thence South 00° 08' 22" East along the East line of said Tract 47 for 60.02 feet to the Southeast corner of said Tract 47; thence North 88° 41' 06" West along the south line of said Tract 47 for 252.97 feet; thence North 11° 26' 27" West for 278.00 feet; thence North 85° 21' 52" West for 172.79 feet; thence South 75° 44' 08" West for 34.38 feet; thence North 68° 11' 55" West for 161.55 feet; thence due North for 215.00 feet; thence North 45° 00' 0" East for 134.35 feet; thence North 26° 55' 40" West for 706.61 feet; thence North 34° 26' 17" East for 247.73 feet; thence North 00° 00' 33" West for 605.68 feet; thence North 45° 00' 00" West for 106.07 feet; thence North 02° 29' 22" West for 115.11 feet; thence North 46° 07' 24" East for 79.53 feet to the Point of Beginning.

B) That portion of Tract 1 of FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1 in Section 21, Township 53 South, Range 40 East, Miami-Dade County, Florida, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, that lies within the external area formed by a 25.00 foot radius arc concave to the Southwest tangent to the South line of the North 40.00 feet of the Northeast Quarter of said Section 21 and tangent to the West line of East 40 feet of the Northeast Quarter of said Section 21.

C) That portion of Tract 56 of said FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1 in Section 21 being more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter of said Section 21; thence run North 01° 40' 13" West along the East line of the Southeast Quarter of said Section 21 for a distance of 188.52 feet; thence run South 88° 19' 47" West at right angles to the last described course and radial to the next described circular curve concave to the Northwest for a distance of 40.00 feet to a point on the West line of the East 40.00 feet of the Southeast Quarter of said Section 21 and to the point of curvature of said circular curve concave to the Northwest said point of curvature being the Point of Beginning of the herein described parcel; thence run Southeasterly to the Northwesterly along the arc of said circular curve concave to the Northwest having a radius of 25.00 feet, through a central angel of 144° 57' 58" for an arc distance of 63.25 feet; thence run South 53° 17' 45" West, radially to the last described curve for a distance of 60.00 feet; thence run South 36° 42' 15" East, at right angles of the last described course for a distance of 107.58 feet to a point on the North line of the South 50.00 feet of the Southeast Quarter of said Section 21; thence run North 89° 36' 40" East along the North line of the South 50.00 feet of the Southeast Quarter of said Section 21 for a distance of 7.29 feet to the point of curvature of a circular curve to the left; thence run Northeasterly to

Northwesterly along the arc of said circular curve to the left, having a radius of 25.00 feet; through a central angle of 91° 16' 43" for an arc distance of 39.83 feet to appoint of tangency with the West line of the East 40.00 feet of the Southeast Quarter of said Section 21; thence run North 01° 40' 13" West along the West line of the East 40.00 feet of the Southeast Quarter of said Section 21 for a distance of 112.05 feet to the Point of Beginning.

D) A portion of Tract 47, FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1 of Section 21, Township 53 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book ____, Page 17, of the Public Records of Miami-Dade County, Florida., being more particularly described as follows:

Commencing at the Northeast corner of said Tract 47; thence South 00° 08' 22 East, along the East line of said Tract 47 for 160.91 feet to the Northwest corner of DORAL COLONY PHASE 1, according to the Plat thereof, as recorded in Plat Book 120, Page 34 of the Public Records of Miami-Dade County, Florida, and the Point of Beginning of the following described parcel of land; thence South 89° 51' 38" West for 33.26 feet to the point of curvature of a circular curve to the right; thence Westerly and Northwesterly, along the arc of said curve having a radius of 65.00 feet and a central angle of 56° 04' 45" for 63.62 feet to a non-tangent point; thence South 11° 26' 27" East, along the Easterly boundary line of the N.W. 94th Doral Place as shown on the Plat of DORAL ESTATES, recorded in Plat Book 113, Page 79 of the Public Records of Miami-Dade County, Florida for 84.43 feet to a point on a circular curve bearing South 43° 47' 14" West from the radius point; thence Southeasterly along the arc of a circular curve to the left, having a radius of 56.00 feet and a central angle 30° 27' 14" for 29.76 feet to a point of compound curvature; thence Southeasterly, Easterly and Northeasterly, along the arc of a circular curve to the left having a radius of 82.52 feet and a central angle of 31° 33' 41" for 45.46 feet (the last three described courses being coincident in part with the boundary of said plat of DORAL ESTATES); thence North 00° 08' 22" West, along the East line of said Tract 47, (being also the West boundary of said plat of DORAL COLONY), for 66.39 feet to the Point of Beginning.

E) A portion of Tract 38, 39, 40, 58, 59, 60 and 61 and a portion of N.W. 92nd Avenue, FLORIDA FRUITS LAND COMPANY'S SUBDIVISION NO. 1 of Section 21, Township 53 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commencing at a point on the West line of Tract D, DORAL ESTATES, according to the Plat thereof, as recorded in Plat Book 113, Page 79 of the Public Record of Miami-Dade County, Florida said point being the Southeast corner of Tract 47 of said Plat of FLORIDA FRUITS LAND COMPANY'S SUBDIVISION NO. 1 as shown on the Plat of DORAL ESTATES; thence South 00° 08' 22" East along the west line of said Tract D for 1220.52 feet; thence South 61° 29' 59" East for 419.90 feet to the Point of Beginning of the following described parcel of land; thence North 20° 30' 05" East for 345.00 feet; thence South 45° 53' 36" East for 496.96 feet; thence South 80° 38' 52" East for 128.29 feet; thence North 48° 00' 23" East for 85.53 feet; thence North 06° 00' 31" East for 110.31 feet; thence North 46° 32' 23" East for 100.00 feet to the point of curvature of a circular curve to the right; thence Northeasterly along the arc of said curve having a radius of 165.00 feet and a central angle of 32° 58' 57" for 94.98 feet to a point of reverse curvature; thence Northeasterly along the arc of a circular curve to the left having a radius of 185.00 feet a central angle of 74° 10' 14" for 239.49 feet to a point of tangency; thence North 05° 21' 07" East for 552.83 feet; thence South 84° 38' 53" East for 165.00 feet; thence South 25° 48' 23" East for 345.17 feet; thence south 49° 35' 18" West for 116.77 feet; thence South 07° 25' 57" West for 168.58 feet; thence South 33° 33' 17" East, radial to the next described curve for 233.83 feet; thence Southwesterly, Southerly and Southeasterly along said circular curve being concave Easterly and having a radius of 42.00 feet and a central angle of 90° 00' 00" for an arc distance of 65.97 feet to a point of tangency; thence South 33° 33' 17" East for 21.32 feet; thence South 60° 41' 31" West for 865.08 feet; thence North 89° 28' 15" West for 65.93 feet to a point on a circular curve whose radius point bears South 38° 57' 55" west from this last described point; thence Northwesterly along the arc of a circular curve to the left having a radius of 750.00 feet and a central angle of 10° 27' 54" for 136.99 feet to a point of tangency; thence North 61° 29' 59" West for 96.79 feet to the Point of Beginning.

PARCEL XIV:

- a) The right to construct, maintain and relocate golf cart pathways within Tracts A, B, C, D and E of DORAL COLONY PHASE 1, as reserved in the Plat recorded in Plat Book 120, Page 34, of the Public Records of Miami-Dade County, Florida;
- b) The right of construct, maintain and relocate golf cart pathways within Tracts F and I of DORAL COLONY PHASE 2, as reserved in the Plat recorded in Plat Book 126, Page 55, of the Public Records of Miami-Dade County, Florida;
- c) The right to maintain and use the lake as a golf course hazard and feature, as reserved on the plat of DORAL COLONY PHASE 2, as recorded in Plat Book 126, Page 55, of the Public Records of Miami-Dade County, Florida;
- d) The right to construct, maintain and relocate golf cart pathways within Tracts J, K, L, and M of DORAL COLONY PHASE 3, as reserved in the Plat recorded in Plat Book 128, Page 15, of the Public Records of Miami-Dade County, Florida;
- e) The right to maintain and use Tract M and the lake as golf course hazards and features, as shown on the Plat of DORAL COLONY PHASE 3 as recorded in Plat Book 128, Page 15, of the Public Records of Miami-Dade County, Florida;
- f) The right to construct maintain and relocate golf cart pathways within Tracts A-1 and B-1 of DORAL ESTATES, as reserved in the Plat recorded in Plat Book 125, Page 20, of the Public Records of Miami-Dade County, Florida.

Exhibit "B"

The Plan Amendments and analysis required in support thereof, is as follows:

1. Amend the FLUM for the portion of the Property identified on the attached map as the "White Parcel" to Downtown Mixed Use ("DMU");
2. Amend the FLUM for the portion of the Property identified on the attached map as the "Resort Parcel" to Community Mixed Use ("CMU");
3. Amend the FLUM for the portion of the Property identified on the attached map as the "Range View Parcel" to Private Parks and Open Space ("PPOS");
4. Amend the text of the DMU land use category on page I-4 of the Proposed Plan to delete:

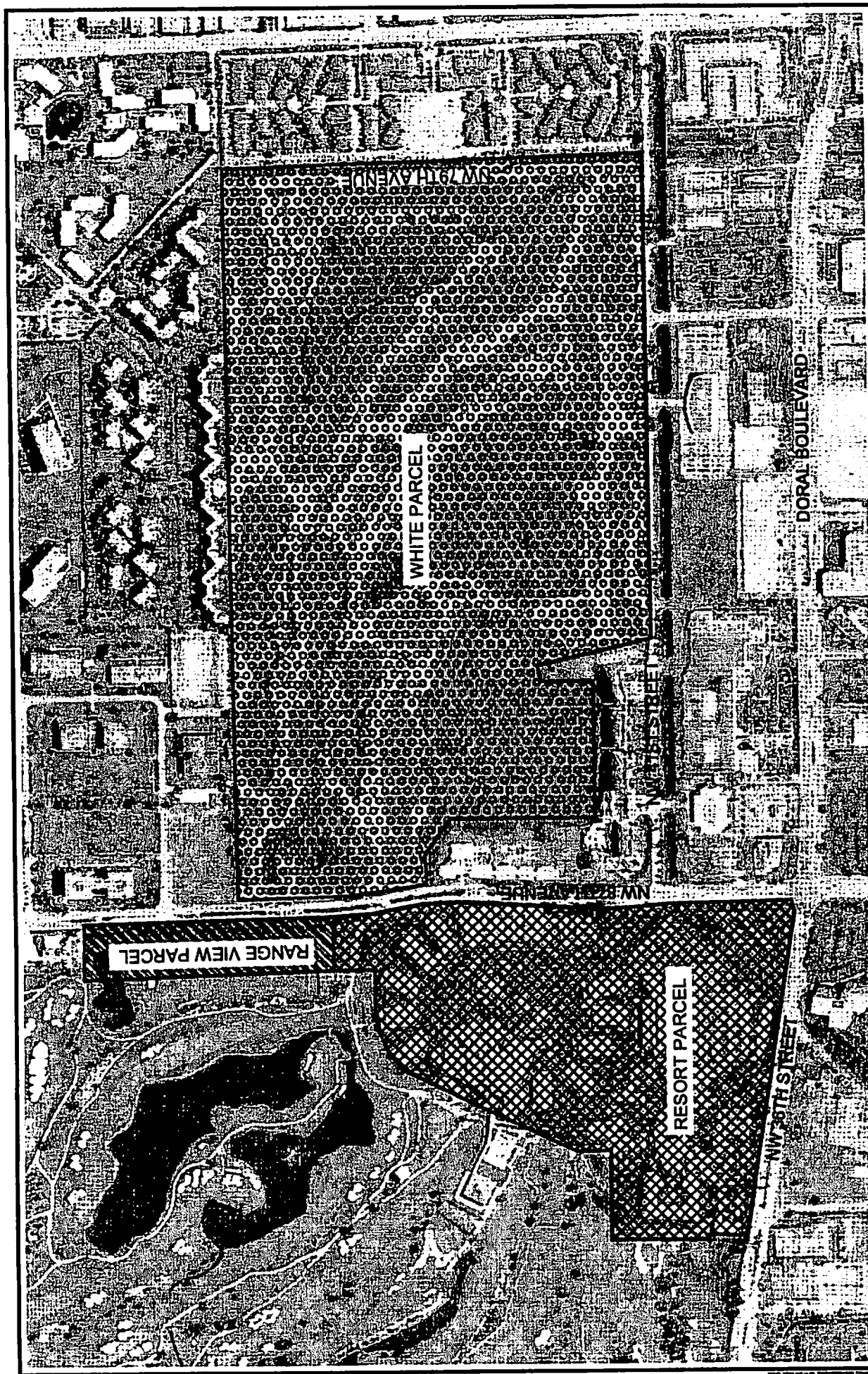
"Retail and commercial service businesses are required on the ground floor with office and residential uses above. However, hotels may develop on single-use parcels within a mixed-use setting."

and replace with the following:

"The conceptual site design and community connectivity plans shall identify strategic locations where vertical mixed use shall occur to facilitate multimodal options. At these locations, retail/commercial service businesses shall be located on the ground floor with office/residential uses above. This shall not preclude horizontal mixed use development where the conceptual site design and community connectivity plans demonstrate that the functional arrangement of such uses achieves the purpose of the DMU category."

5. Amend the FLUM for the portions of the Property identified on the attached map as the White Parcel and the Resort Parcel to depict such areas as part of the Urban Central Business District;
6. Amend the text of the "Urban Central Business District ("UCBD")" in Policy 1.1.1 on page I-10 of the Proposed Plan to include the portions of the Property identified herein as the White Parcel and the Resort Parcel and read as follows:

"The downtown core area roughly described as the 120-acre Beacon City Center site located east of NW 87th Avenue between NW 54th Street and NW 48th Street, the 50-acre Ryder Shoma site on Doral Boulevard west of NW 82nd Avenue, and the 200-acre Doral Resort site located east of NW 87th Avenue between NW 48th Street and NW 41st Street, and west of NW 82nd Avenue between NW 48th Street and Doral Boulevard, as depicted on the adopted FLUM, is hereby designated as "Urban Central Business District" pursuant to Chapter 28-24.014(10)(b)1, Florida Administrative Code."



LAND USE PLAN
AMENDMENT



Exhibit "C"

The aforesated Plan Amendments are consistent with the intent of the Proposed Plan, which seeks to convert the oversupply of industrial to a more balanced allocation of land uses, including a sufficient supply of residential to establish a mixed use pattern within the DMU and CMU land use categories. The modified designations, when evaluated in conjunction with the Proposed Plan, would not exceed the development allocations authorized by the CDMP.

The following tables demonstrate that the proposed changes to the above portions of the Property would eliminate the industrial allowed by the CDMP, while maintaining comparable office allocations with retail allowed on the first floor. Residential allocations would increase to support a more viable, multi-modal downtown, but would still result in a City-wide reduction of nearly 24,000 units as compared to the CDMP. The overall effect of the settlement proposal would be to further support the City's strategy of reducing residential allocations in the western sections of the City and clustering a reasonable allocation of those units within the downtown.

White Parcel - CDMP

Future Land Use Category	Acres	Density/Intensity Standard	Maximum Development Potential (SF/DU)
Industrial/Office	100	1.25 FAR	5,445,000
Medium Density Residential	30.12	25 DU/Acre	753

White Parcel - Plan Amendment

Future Land Use Category	Acres	Maximum Intensity/Density Standard (including optional bonuses)	Maximum Development Potential (DU/SF)
DMU	130.12		
Residential Component (65%)	85.58	35 DU/Acre 14 floors	2,960
Commercial Component (35%)	45.54	14 floors	5,588,632

1. Mix of uses based on Policy 1.1.1, which defines the area-wide mix for the DMU and Policies 1.1.8, 1.1.9 and 1.1.11 which address the need for balanced land uses and the ability to support families within those areas of the City previously dominated by Industrial and Office. The 65/35 ratio implements policy direction of the Proposed Plan, while still providing regional scale commercial.
2. Maximum Density/Intensity = 25 DUA and 10 floors (base without bonuses). Bonuses allow up to 35 DUA and 14 floors, subject to achieving design and compatibility requirements.
3. Building area includes structured parking to achieve maximum development potential.
4. 100% lot coverage achieved for the net buildable area after accounting for acreage devoted to public realm (Policy 1.1.1.) and common use areas including open space, internal streets/drives and stormwater retention areas (Policy 1.2.7).

5. Floors 2-14 are subject to design restrictions on massing (Policies 1.1.1 and 1.2.3). For comparison, other City business categories establish a maximum FAR of .5 for the first floor and .25 for floors 2-8. The DMU does not utilize FAR as a standard, but based on the application of the height, maximum buildable area lot coverage and design controls, the resulting FAR exceeds the maximum for the City's Business category, confirming that commercial has been maximized in the DMU for the purpose of this comparison.

DMU Parking Allocations

Land Use	DU/SF	Parking Ratio	Required # of spaces	Parking Area (SF)
Residential	2,960 D.U.	2.5 spaces/unit	7,400	2,590,000
Office	4,588,632 s.f.	1 space/300 s.f.	15295	5,353,404
Retail	850,000 s.f.	1 space/250 s.f.	3,400	1,190,000
Restaurants	150,000 s.f.	1 space/45 s.f. (customer area)	2,667	933,333
Total			28,762	10,066,737 s.f.

Resort Parcel - CDMP

Future Land Use Category	Acres	FAR Standard	Maximum Development Potential
Business/Office	48 acres	1.25	2,613,600

Resort Parcel – Plan Amendment

Future Land Use Category	Acres	Maximum Intensity/Density Standard (including optional bonuses)	Maximum Development Potential
CMU	48		
Residential Component (51%)	24.48	25 DU/Acre 10 floors 100% lot coverage	612
Commercial Component (49%)	23.52	10 floors 100% lot coverage	2,628,699

1. Commercial % maximized for comparison to maximum allowed by CDMP, Business land use category. Policy 1.1.1 requires a minimum of 51% residential.
2. Maximum Density/Intensity = 19 DUA and 8 Floors (base without bonuses). Bonuses allow up to 25 DUA and 10 floors, subject to achieving design and compatibility requirements.
3. Building area includes structured parking to maximize lot coverage.
4. 100% lot coverage achieved for the net buildable area after accounting for acreage devoted to public realm (Policy 1.1.1.) and common use areas including open space, internal streets/drives and stormwater retention areas (Policy 1.2.7).
5. Floors 2-10 are subject to design restrictions on massing (Policies 1.1.1 and 1.2.3). For comparison, other Doral business categories establish a maximum FAR of .5 for the first floor and .25 for floors 2-8. The DMU does not

utilize FAR as a standard, but based on the application of the height, maximum buildable area lot coverage and design controls, the resulting FAR exceeds the maximum for the Doral Business category, confirming that commercial has been maximized in the CMU for the purpose of this comparison.

CMU Parking Allocations

Land Use	DU/SF	Parking Ratio	Required # of spaces	Parking Area (SF)
Residential	612	2.5 spaces/unit	1,530	535,500
Office	2,148,699	1 space/300 s.f.	7,162	2,506,815
Retail	400,000	1 space/250 s.f.	1,600	560,000
Restaurants	80,000	1 space/45 s.f. (customer area)	1,422	497,778
Total			11,714	4,100,093

Range View Parcel - CDMP

Future Land Use Category	Acres	FAR Standard	Maximum Development Potential
Industrial/Office	6.6 acres	1.25	359,370 s.f.

Range View Parcel - Plan Amendment

Future Land Use Category	Acres	FAR Standard	Maximum Development Potential
Private Parks and Open Space	6.6 acres	.25	71,874 s.f.

Summary Comparison of CDMP and Plan Amendments

	CDMP	Plan Amendments	Net Effect of Change	Overall Change Comparing CDMP and Doral Comprehensive Plan as Amended by Plan Amendments
Dwelling Units	753	3,572	+2,819	-23,342
Commercial Square Feet	8,417,970	8,289,204	(128,766)	

1. The supporting analysis for the Proposed Plan (p. I-22) documents a reduction in potential dwelling units from the CDMP of 26,161 dwelling units.

Exhibit "D"

EXHIBIT C

(GLOBAL AGREEMENT)

Year	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446
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(6) NO. OF STORES



2023 Friday
Sally Gill
Sonia Mehta, et al. 2023

Overall, however

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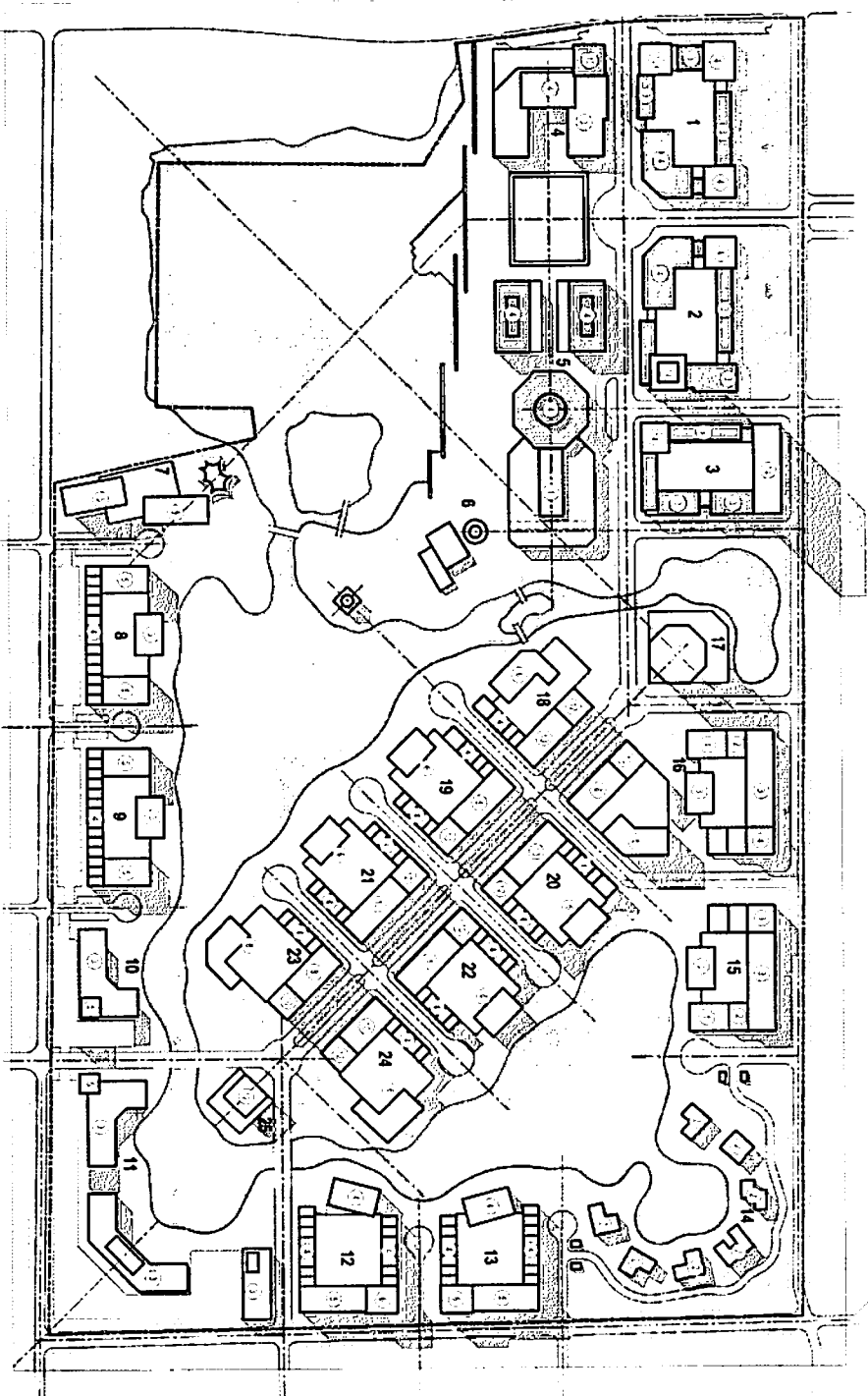


EXHIBIT D

(GLOBAL AGREEMENT)

Declaration of Covenant, Restriction and Limitation of Future Use of Real Property

KNOW ALL MEN BY THESE PRESENTS, that pursuant to the Global Settlement Agreement entered by and between CNL Resort Hotel, LP, a Delaware Limited Partnership (the "Declarant") and the City of Doral, Florida (the "City"), dated _____, 2010, and for other good and valuable consideration, the Declarant, being the fee simple owners of the following described real property situated in the City, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF (the "Property").

does hereby make the following declarations of condition, limitation and restriction of said Property, hereinafter referred to as a Declaration of Covenant of Restriction and Limitation of Future Use of Real Property ("Declaration"):

1. The Property is designated with the Private Parks and Open Space ("PPOS") future land use classification on the Future Land Use Map (the "FLUM") of the Comprehensive Development Master Plan (the "Comprehensive Plan") that was adopted by the City on April 26, 2006.

2. Declarant hereby covenants and agrees that the use of the Property shall be limited for a period of ten (10) years from the date this Declaration is recorded to only those land uses and intensity of land uses that are consistent with the PPOS future land use classification, as described in the Future Land Use Element (the "FLUE") of the Comprehensive Plan on the date of this Declaration. During said ten (10) year period, no land use amendment to the Property shall be filed. Following the aforementioned ten (10) year restriction on filing applications, between the eleventh (11) and twentieth (20) years from recordation of this Declaration, any proposed land use amendment to the Property shall require a unanimous vote of the City Council. Upon expiration of the twenty (20) year period, any land use amendment to the Property thereafter will require a simple majority vote of the City Council.

3. In the event of a change in land use of the Property, any development plan for such property or a portion thereof shall (1) provide for development comparable to, and compatible with, adjacent development, the determination of which shall be in the sole discretion of the City in accordance with the applicable provisions of its Land Development Code; (2) provide by restrictive covenant that any proposed development shall not be within two hundred fifty (250) feet from the nearest lot line of parcels A, B and C on the map attached as **Exhibit "B"**; (3) provide by restrictive covenant that not less than fifty (50%) percent of the land subject to the development plan be maintained as park, recreation, or open space, which shall be inclusive of water bodies and the aforementioned two hundred fifty (250) foot buffer, at the sole cost and expense of CNL; (4) provide a financial means of assuring such maintenance, by homeowner's association, special tax district or other comparable means acceptable to the City; and (5) shall provide the residential density of the development plan. The aforementioned limitations (1) through (4) shall remain in place for a period of thirty (30) years with automatic ten (10) year renewals, unless released in accordance with the provisions herein.

4. This Declaration may be modified or terminated at any time by appropriate instrument recorded in the public records of Miami-Dade County, Florida, executed by the then-owner(s) of the Property and consented to, in writing, by the City, but only after such modification(s) or termination has been approved at duly-noticed public hearing by a unanimous vote of the members of the City Council during the twenty (20) year period and a simple majority vote of the City Council thereafter. A recorded statement by the City Manager to the effect that the appropriate vote of the City Council has occurred shall be dispositive as to these requirements.

5. The Declarant agrees that this Declaration shall constitute a covenant to run with the land, as provided by law, and shall be binding upon the undersigned, their heirs, successors and assigns, and all parties claiming under them. The undersigned also agrees that this instrument shall be placed of record in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

IN WITNESS WHEREOF, this instrument has been executed this ____ day of _____, 2010.

Witnesses:

CNL Resort Hotel, L.P., a Delaware
limited partnership

By: CNL Resort SPE GP, LLC,
its sole General Partner

(signature)

(print name)

By: _____

(signature)

(print name)

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 2010, by _____, he or she is personally know to me, or has produced _____ as identification and did take an oath.

NOTARY PUBLIC

Sign

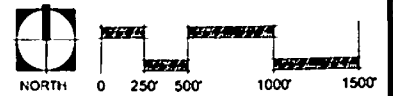
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State of _____ at Large

(Seal)
My Commission Expires:

EXHIBIT E

(GLOBAL AGREEMENT)



OVERALL MASTER PLAN
250' SETBACK
(5,204,462 sf of setback area)
FOR SETTLEMENT PURPOSES ONLY
JUNE 2010

