

**ROADWAY IMPROVEMENT AND REIMBURSEMENT  
AGREEMENT FOR DORAL PALMS SOUTH**

THIS ROADWAY IMPROVEMENT AND REIMBURSEMENT AGREEMENT FOR DORAL PALMS SOUTH (the "Agreement") is made as of this 28 day of January, 2015, by and among **THE CITY OF DORAL, FLORIDA**, a Florida municipal corporation (the "City"), and **TERRA ACON DORAL PALMS, LLC**, a Florida limited liability company ("Terra").

**RECITALS:**

WHEREAS, Terra is the owner of a certain parcel of real estate ("Doral Palms South") located in the City of Doral, Florida, as more particularly described in Exhibit A attached to this Agreement;

WHEREAS, the City is the owner of certain unimproved right-of-way lying in the west half of NW 104 Avenue approximately between NW 67 Street and NW 68 Street (the "Right-Of-Way") located in the Doral, Florida, as more particularly described in Exhibit B attached to this Agreement;

WHEREAS, the Right-Of-Way is adjacent to a future charter school development;

WHEREAS, Doral Palms South is located to the east of the Right-Of-Way;

WHEREAS, Terra is seeking to develop Doral Palms South in accordance with the applicable provisions of the City's Land Development Code and is in the process of obtaining all required approvals for development;

WHEREAS, access to Doral Palms South will be from NW 104 Avenue;

WHEREAS, the improvement of the Right-Of-Way is needed in order to complete the NW 104 Avenue roadway network and to ensure adequate access to Doral Palms South;

WHEREAS, Doral Palms South is anticipated to begin development prior to the development of the future charter school;

WHEREAS, Terra has offered to construct the Right-Of-Way in the event that development of Doral Palms South begins prior to the development of the future charter school in order to facilitate the completion of the NW 104 Avenue roadway network; and

WHEREAS, the parties desire to enter into this Agreement to provide guidelines for the construction of the Right-Of-Way by Terra and reimbursement by the City to Terra for the costs incurred in connection with the construction of the Right-Of-Way.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The above recitals are true and correct and together with all exhibits attached hereto are incorporated into this Agreement by this reference.

2. Capitalized Terms. Capitalized terms used herein and not otherwise defined herein shall have the meaning provided in the Master Development Agreement.

3. Improvements to the Right-Of-Way. The Right-Of-Way improvements for that certain right-of-way lying in the west half of NW 104 Avenue approximately between NW 67 Street and NW 68 Street to be completed by Terra shall consist of the design and construction of paving, grading, drainage, striping, and signage for the Right-Of-Way (the "Improvements"). Terra shall, at its own cost and expense, secure all necessary permits and approvals for constructing the Improvements. The Improvements are off-site from Doral Palms South.

4. Right-Of-Way Improvement Plans. The paving, grading, drainage, striping, and signage plans for the Improvements, which shall be prepared by a Florida-licensed surveyor and/or professional engineer, shall be substantially in accordance with the conceptual sketch attached to this Agreement as Exhibit C (the "Plans"). Subject to the terms and conditions all City and Miami-Dade County applicable regulations, Exhibit C, including the exact location and design of the Right-Of-Way and Improvements will be subject to change, at the City's request, if such changes are necessary either to ensure compliance any applicable City, County, or State regulations.

5. Timing of Improvements. Terra shall file an application with the City for review and approval of the Plans within ninety calendar days (90) of the execution by the City of this Agreement. Said application package shall include a construction price schedule for the Improvements. The City shall make its best efforts to review and approve the Plans in an reasonable and timely manner. Construction of the Improvements shall commence within 120 calendar days of the latter of (i) the receipt of all required governmental approvals required for the issuance of permits, including any necessary environmental permits, or (ii) the receipt of the approval of the Plans by the City of Doral and the applicable reviewing agencies, including the Miami-Dade County Public Works and Waste Management Department Traffic Division. The construction of the Improvements shall comply with all applicable conditions and requirements of all local, state and federal governmental entities. Terra agrees that once the construction of the Improvements commences, it shall be carried on continuously and expeditiously so that construction is completed within eight (8) months of its commencement. At all times during the construction of the Improvements, Terra shall be responsible for securing the Right-Of-Way. Upon completion of the Improvements, the City shall open the Right-Of-Way to the public.

6. Cost of Improvements. As set forth hereinabove, Terra shall design and construct the Improvements and the City shall only reimburse Terra for the cost of completed and accepted construction Improvements in accordance with approved permit plans and construction price schedule as approved by the City with a Not to Exceed amount of Eighty Thousand Dollars and No Cents (\$80,000.00). The City shall reimburse Terra for the total cost

of the Improvements within one (1) year of the receipt of an invoice from Terra. Invoice shall identify expended material, labor, equipment, lien releases, warranty and necessary documentation and records certifying the completion of the work. The City of Doral shall not pay for additional work and change orders upon final payment.

7. Access to Right-Of-Way. The City hereby grants Terra, its agents and contractors access to the Right-Of-Way for the purpose of constructing the Improvements.

8. Covenant to Cooperate. Commencing on the effective date of this Agreement, the City shall in all respects cooperate with Terra in obtaining all necessary permits for the construction of the Improvements. The City's cooperation shall include, but not limited to, the following: (i) providing Terra all existing documents, plans, surveys, and engineering and environmental reports pertaining to the Right-Of-Way requested by Terra, (ii) executing all applications or authorization forms required for any permit applications, (iii) providing Terra, its agents, employees or contractors, reasonable access to the Right-Of-Way to undertake any surveying or engineering work necessary to complete the permit applications for the construction of the Improvements, and (iv) providing Terra, its agents, employees or contractors, reasonable access to the Right-Of-Way to carry out the site work and the construction of the Improvements, as contemplated in this Agreement. Terra shall keep the City fully apprised of the status of efforts to obtain approval of any permits for the construction of the Improvements and shall provide copies of all applications and other materials submitted or received with respect thereto within a reasonable amount of time after submittal to the applicable governmental entities.

9. Insurance. Terra shall maintain liability insurance coverage applicable to all activities carried on by Terra or on its behalf on the Right-Of-Way during the construction of the Improvements with coverage in an amount per occurrence which is reasonably acceptable to the City from time-to-time, and issued by an insurer reasonably acceptable to the City; such coverage may be provided by an affiliate of Terra or pursuant to any such parties' blanket insurance coverage. Prior to commencing any work within the Right-Of-Way, Terra shall provide the City with a copy of the policy or other evidence that such insurance coverage exists, including a written certificate showing that such policy names the City as an additional insured and, to the extent then reasonably available, providing that there shall not be any cancellation or reduction in coverage without thirty (30) days' prior written notice to the City.

10. Indemnification. Terra hereby agrees to indemnify, defend and hold harmless the City and its directors, officers, employees, contractors, agents, successors and assigns, from and against all claims, causes of actions, liabilities, obligations, judgments, damages, penalties, fines, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements), whether foreseen or unforeseen, directly or indirectly arising from or related to the presence of, release of or exposure to any hazardous substance on or under the Right-Of-Way that is brought or caused by Terra, or any non-compliance by Terra of any present or future federal, state or local law, rule, regulation or order pertaining to the environmental regulation, health, safety, contamination or clean-up (an "Environmental Law"), except to the extent resulting from any hazardous substance brought onto the Right-Of-Way by the City. As used herein, the term "hazardous substance" means any hazardous, toxic or harmful substance, waste, pollutant or contaminant (including, without limitation, asbestos, polychlorinated

biphenyls, petroleum products, flammable explosives, radioactive materials, infectious substances and raw materials which include hazardous constituents) and any other substance or material which is regulated by any Environmental Law, other than naturally occurring substances.

11. Liens. Terra shall permit no lien or claim of lien to be filed against the City Parcel and shall promptly discharge or transfer to bond any lien that may be filed against the City Parcel or any portion thereof by reason of Terra' activities. It is understood and agreed by Terra that it is not granted any lien rights in respect of the City Parcel in connection with the rights granted under this Agreement.

12. No Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership between the parties in the respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

13. Notices. All notices and demands given under the terms of this Agreement shall be in writing and may be carried out by personal delivery, including by any commercial courier or overnight delivery service, or by United States registered or certified mail, return receipt requested, with all postage and fees fully prepaid. Notices shall be effective upon receipt by the party being given notice, as indicated by the return receipt if mailed; except that if a party has relocated without providing the other party with its new address for service of notices, or if a party refuses delivery of a notice upon its tender, the notice shall be effective upon the attempt to serve the notice at the last address given for service of notices upon that party. Notices shall be addressed to the respective addresses as set forth below. Any address for service of notice on either party may be changed by that party serving a notice upon the other of the new address, except that any change of address to a post office box shall not be effective unless a street address is also specified for use in effectuating personal service:

If to the City:	City of Doral 8401 NW 53rd Terrace Doral, FL 33166 Attention: City Manager
With a copy to:	City of Doral 8401 NW 53rd Terrace Doral, FL 33166 Attention: City Attorney
If to Terra:	Terra Acon Doral Palms, LLC 2665 South Bayshore Drive, Suite 1020 Miami, Florida 33133-5463 Attention: David Martin
With a copy to:	Holland & Knight LLP 701 Brickell Avenue, Suite 3300 Miami, Florida 33131

Attention: Juan J. Mayol, Jr., Esq.

14. Term of Agreement. This Agreement shall be effective until the first anniversary of the Developer's receipt of written notice of acceptance of the Improvements. Upon the first anniversary of the Developer's receipt of the written acceptance of the Improvements from the City, the Developer and City shall have no other obligations under this Agreement and it shall be of no further force and effect.

15. Termination. The parties may mutually agree to terminate this Agreement at any time for any reason by providing at least thirty (30) days written notice to the other party of intent to terminate this Agreement pursuant to this provision. In the event that development of the future charter school begins prior to the development of Doral Palms South, the City shall provide notice of termination of the Agreement to Terra and the terms of this Agreement shall be null and void. However, this Agreement may not be terminated once construction of the Improvements has commenced. In the event of termination, the City shall reimburse any expenses incurred by Terra in process of designing and permitting the Improvements.

16. Entire Agreement. The parties agree that this instrument embodies the complete understanding of the parties with respect to the subject matter of this Agreement and supersedes all other agreements, verbal or otherwise. This Agreement contains the entire understanding between the parties and each agrees that no representation was made by or on behalf of the other that is not contained in this Agreement, and that in entering into this Agreement neither party relied upon any representation not herein contained.

17. Amendment and Waiver. This Agreement may be amended only by a written instrument signed by both parties. If any party fails to enforce their respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights as stated in this Agreement.

18. Severability. The parties agree that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law of the State of Florida or with any federal law or regulation, such provision shall be severable, with all other provisions remaining valid and enforceable.

19. Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of this Agreement and Florida law, the laws of Florida shall prevail.

20. Authority. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

21. Costs and Fees. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that to the extent permitted by applicable law, the prevailing party shall be entitled to recover from the other all costs

incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.

22. Assignment. All of the easements, covenants, conditions and obligations herein contained shall be binding upon and inure to the benefit of the respective successors and assigns of the parties. Terra shall have the right to assign its rights and obligations in this Agreement to one or more subsequent purchasers of the Doral Palms South, provided, however, that upon any such assignment, any such assignee shall agree to be bound by the terms and conditions set forth in this Agreement.

23. Successors and Assignment. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Terra and the City, their successors and assigns, and shall likewise burden each party according to the terms hereof. This Agreement may not be assigned, in whole or in part, without the prior written consent of all parties, and such written consent shall not be unreasonably withheld.

24. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original and all collectively deemed one instrument.

25. Severability. If any provision, or a portion thereof, of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Agreement or the application of such provision, or portion thereof, to any persons or circumstances shall not be affected thereby and the remainder of this Agreement shall be given effect as if such invalid, inoperative or unenforceable portion has not been included; such invalid, inoperative or unenforceable provision, or portion thereof, or the application thereof to any person or circumstances, shall not be given effect.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties to this Agreement have set their respective authorized signatures as of the day and year first above written.

WITNESSES:

**TERRA ACON DORAL PALMS, LLC,**  
a Florida limited liability company

Print Name: Adam Kelly

By: [Signature]

Name: David Martin

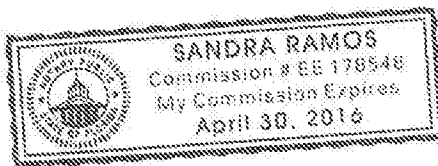
Title: Manager

Print Name: Sandra Ramos

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

The foregoing instrument was acknowledged before me this 1st day of December 2014, by David Martin as Manager of **TERRA ACON DORAL PALMS, LLC**, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



[Signature]  
(Notary Signature)

Sandra Ramos  
(Notary Name Printed)

NOTARY PUBLIC

Commission No.

## WITNESSES:

Karina La Rosa  
 Print Name: HBK

Jennifer Loffita  
 Print Name: JL

## THE CITY OF DORAL, FLORIDA,

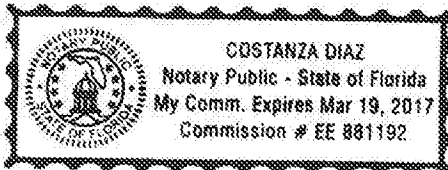
a Florida municipal corporation

By: (Signature)  
 Name: EDUARDO A. ROJAS  
 Title: CITY MANAGER

STATE OF )  
 ) SS.  
 COUNTY OF )

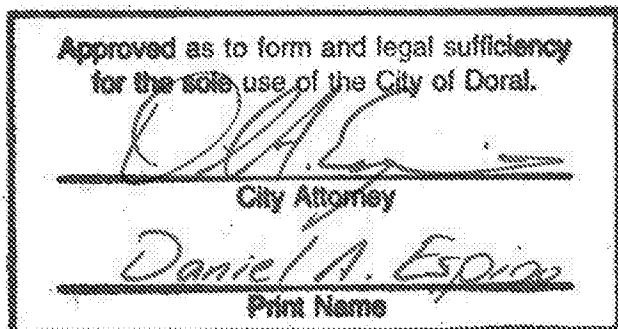
The foregoing instrument was acknowledged before me this 28 day of Jan, 2015 by Eduardo Rojas as City Manager THE CITY OF DORAL, FLORIDA, a Florida municipal corporation, on behalf of the Town, who is personally known to me or has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



(Signature)  
 (Notary Signature)

COSTANZA DIAZ  
 (Notary Name Printed)  
 NOTARY PUBLIC  
 Commission No.





**EXHIBIT A**

**LEGAL DESCRIPTION FOR DORAL PALMS SOUTH PARCEL**

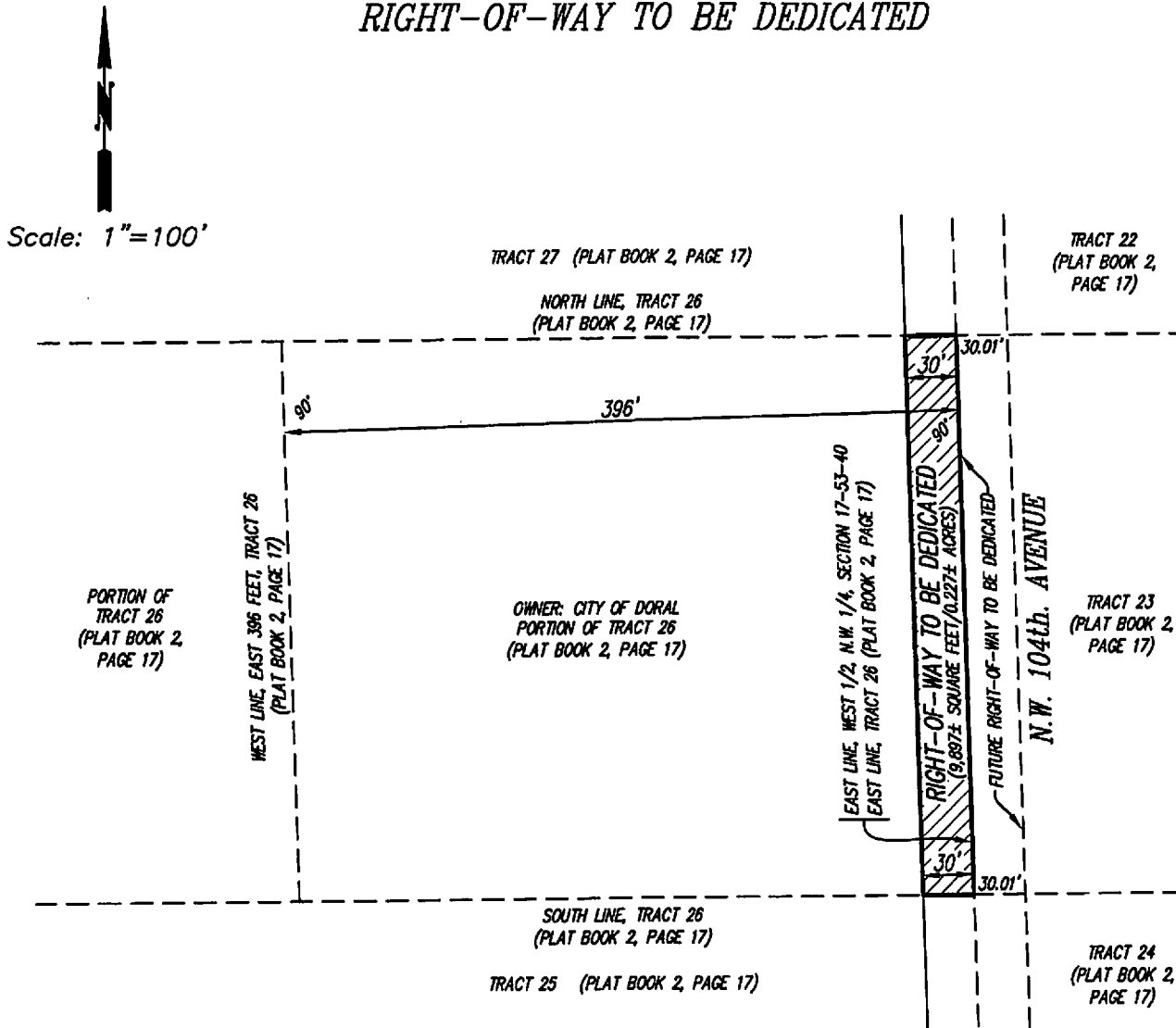
Tracts 22 and 23, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, in Section 17, Township 53 South, Range 40 East, according to the plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida; less that portion of said Tracts 22 and 23 lying within the East 250 feet of the Northwest 1/4 of said Section 17.

Lying and being in the City of Doral, Miami-Dade County, Florida.

**EXHIBIT B**

**LEGAL DESCRIPTION FOR RIGHT-OF-WAY PARCEL**

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION RIGHT-OF-WAY TO BE DEDICATED



## RIGHT-OF-WAY TO BE DEDICATED

### LEGAL DESCRIPTION:

THE EAST 30.00 FEET OF THE FOLLOWING DESCRIBED LANDS:

THE EAST 396 FEET OF TRACT 26, OF "FLORIDA FRUIT LAND COMPANY SUBDIVISION," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SAID LANDS CONTAIN 9,897 NET SQUARE FEET, MORE OR LESS (0.227 NET ACRES, MORE OR LESS).

PREPARED FOR: TERRA GROUP

*Schwelke-Shiskin & Associates, Inc.*  
LAND SURVEYORS • ENGINEERS • LAND PLANNERS

3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025 DADE:(305) 652-7010 BROWARD:(954) 435-7010 FAX:(305) 652-8284

(LB-87)



THIS IS NOT A "LAND SURVEY."

ORDER NO.: 202624

DATE: 03-31-2014

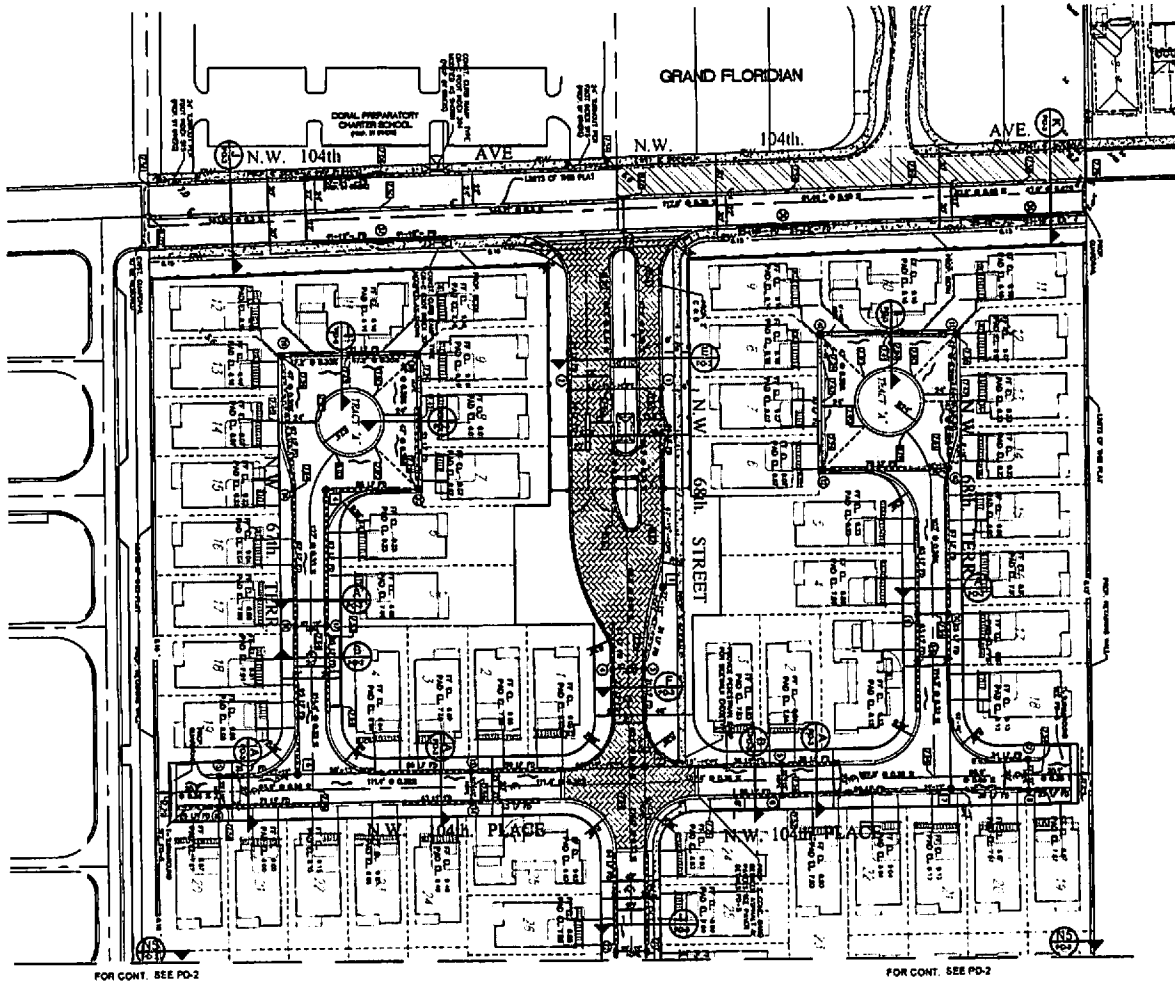
SHEET 1 OF 1 SHEET(S)

F.B.: N.A.

**EXHIBIT C**  
**CONCEPTUAL RIGHT-OF-WAY IMPROVEMENT PLANS**

#33196549\_v4





FOR CONT. SEE PD-2


FOR CONT. SEE PD-2

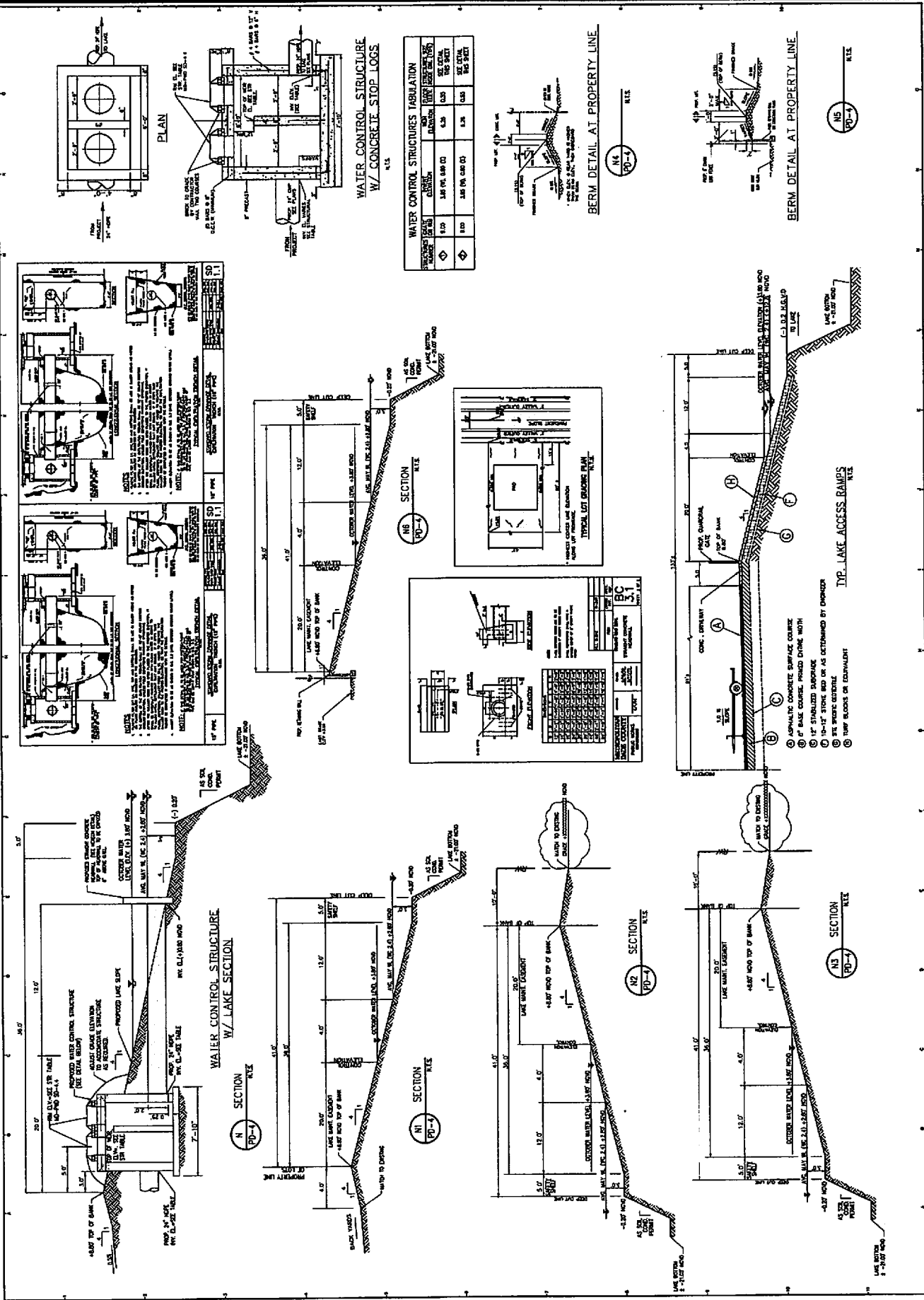
<b>DORAL PALMS SOUTH</b> TYPE OF PROJECT: PAVING, GRADING & DRAINAGE PLAN CLIENT: TERRA ACON DORAL PALMS, LLC DATE: 08/11/15 PROJECT NO: 14-001		NO. DATE DESCRIPTION BY APP. 1 08/11/15 PAVING, GRADING & DRAINAGE PLAN TERRA ACON DORAL PALMS, LLC	RECORD OF REVISIONS NO. DATE DESCRIPTION BY APP. 1 08/11/15 PAVING, GRADING & DRAINAGE PLAN TERRA ACON DORAL PALMS, LLC	PROJECT NO. 14-001 SHEET NO. 14-001 DATE: 08/11/15 PROJECT: DORAL PALMS SOUTH CLIENT: TERRA ACON DORAL PALMS, LLC	
---	--	--	---	---	--




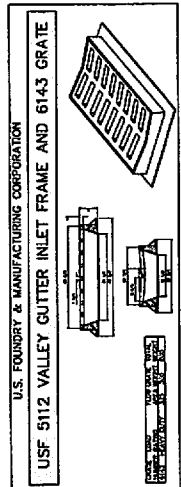
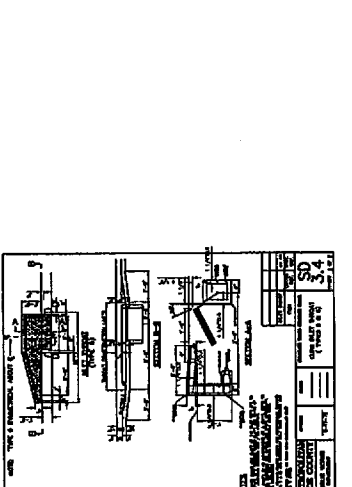




	<b>ACON PALMS, INC.</b> 8001 W. 150th AVE. SUITE 100 COVINGTON, LA 70040 TEL: 504-833-0000 FAX: 504-833-0001 WWW.ACONPALMS.COM	<b>PD-4</b> 6 of 10	
		14-001	
<b>DORAL PALMS SOUTH</b>		14-001	6 of 10



	FOR OFFICE USE NO. 1000 DATE: 10/10/14 PROJECT NO.: 14-001	FOR FIELD USE NO. 1000 DATE: 10/10/14 PROJECT NO.: 14-001	PROJECT NO.: 14-001 DATE: 10/10/14	PD-5 7 of 10
	DETAILS & STRUCTURE TABLE TERRA ACON DORAL PALMS, LLC 1000 W. 10TH AVE., SUITE 100 DORAL, FL 33126			
DORAL PALMS SOUTH				
DESCRIPTION DATE NO.				



ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	USF 5112 VALLEY GUTTER INLET FRAME	1	EA	12.6	12.6
2	USF 6143 GRATE	1	EA	3.4	3.4
3	USF 5112 VALLEY GUTTER INLET FRAME	1	EA	12.6	12.6
4	USF 6143 GRATE	1	EA	3.4	3.4
5	USF 5112 VALLEY GUTTER INLET FRAME	1	EA	12.6	12.6
6	USF 6143 GRATE	1	EA	3.4	3.4
7	USF 5112 VALLEY GUTTER INLET FRAME	1	EA	12.6	12.6
8	USF 6143 GRATE	1	EA	3.4	3.4
9	USF 5112 VALLEY GUTTER INLET FRAME	1	EA	12.6	12.6
10	USF 6143 GRATE	1	EA	3.4	3.4
11	USF 5112 VALLEY GUTTER INLET FRAME	1	EA	12.6	12.6
12	USF 6143 GRATE	1	EA	3.4	3.4
13	USF 5112 VALLEY GUTTER INLET FRAME	1	EA	12.6	12.6
14	USF 6143 GRATE	1	EA	3.4	3.4
15	USF 5112 VALLEY GUTTER INLET FRAME	1	EA	12.6	12.6
16	USF 6143 GRATE	1	EA	3.4	3.4
17	USF 5112 VALLEY GUTTER INLET FRAME	1	EA	12.6	12.6
18	USF 6143 GRATE	1	EA	3.4	3.4
19	USF 5112 VALLEY GUTTER INLET FRAME	1	EA	12.6	12.6
20	USF 6143 GRATE	1	EA	3.4	3.4

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	USF 5112 VALLEY GUTTER INLET FRAME	1	EA	12.6	12.6
2	USF 6143 GRATE	1	EA	3.4	3.4
3	USF 5112 VALLEY GUTTER INLET FRAME	1	EA	12.6	12.6
4	USF 6143 GRATE	1	EA	3.4	3.4
5	USF 5112 VALLEY GUTTER INLET FRAME	1	EA	12.6	12.6
6	USF 6143 GRATE	1	EA	3.4	3.4
7	USF 5112 VALLEY GUTTER INLET FRAME	1	EA	12.6	12.6
8	USF 6143 GRATE	1	EA	3.4	3.4
9	USF 5112 VALLEY GUTTER INLET FRAME	1	EA	12.6	12.6
10	USF 6143 GRATE	1	EA	3.4	3.4
11	USF 5112 VALLEY GUTTER INLET FRAME	1	EA	12.6	12.6
12	USF 6143 GRATE	1	EA	3.4	3.4
13	USF 5112 VALLEY GUTTER INLET FRAME	1	EA	12.6	12.6
14	USF 6143 GRATE	1	EA	3.4	3.4
15	USF 5112 VALLEY GUTTER INLET FRAME	1	EA	12.6	12.6
16	USF 6143 GRATE	1	EA	3.4	3.4
17	USF 5112 VALLEY GUTTER INLET FRAME	1	EA	12.6	12.6
18	USF 6143 GRATE	1	EA	3.4	3.4
19	USF 5112 VALLEY GUTTER INLET FRAME	1	EA	12.6	12.6
20	USF 6143 GRATE	1	EA	3.4	3.4

