

**RESOLUTION No. 09 – 139**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF  
THE CITY OF DORAL, FLORIDA, RATIFYING THE FIRST  
AMENDMENT TO HEARING EXTENSION AGREEMENT WITH  
CNL RESORT HOTEL, L.P.; AND PROVIDING FOR AN  
EFFECTIVE DATE**

**WHEREAS**, the City of Doral (the "City") and CNL Resort Hotel, L.P. ("CNL") entered into that certain Hearing Extension Agreement (the "Extension Agreement") dated June 5, 2009; and

**WHEREAS**, the CITY and CNL now desire to amend the Extension Agreement to provide additional time for the parties to resolve the matters addressed therein; and

**WHEREAS**, the Extension Agreement would have expired on October 5, 2009, and it was necessary to execute the First Amendment attached hereto as Exhibit A so as to extend the term by another sixty (60) days; and

**WHEREAS**, City staff respectfully requests that the City Council ratify the First Amendment as attached hereto

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

**Section 1.** The City Council of the City of Doral hereby ratifies the First Amendment to Extension Agreement with CNL Resort Hotel, L.P., an executed copy of which is attached hereto as Exhibit A.

**Section 2.** This Resolution shall take effect immediately upon adoption.

The foregoing resolution was offered by Vice Mayor DiPietro who moved its adoption. The motion was seconded by Councilwoman Ruiz and upon being put to a vote, the vote was as follows:

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

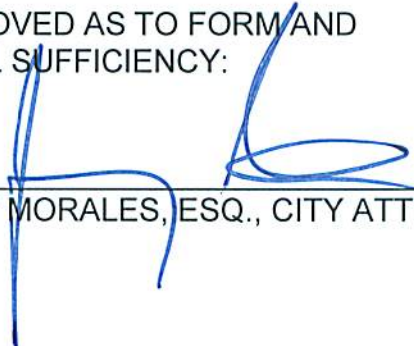
PASSED and ADOPTED this 14<sup>th</sup> day of October, 2009.

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

ATTEST:

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
JIMMY MORALES, ESQ., CITY ATTORNEY

# EXHIBIT “A”

## FIRST AMENDMENT TO HEARING EXTENSION AGREEMENT

THIS FIRST AMENDMENT TO HEARING EXTENSION AGREEMENT (the "First Amendment") is entered into this 1<sup>st</sup> day of October 2009, 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").

### RECITALS:

WHEREAS, the Parties entered into that certain Hearing Extension Agreement (the "Extension Agreement") dated June 5, 2009. All capitalized terms in this First Amendment shall have the same meaning as in the Extension Agreement unless otherwise provided herein; and

WHEREAS, the Parties now desire to amend the Extension Agreement as provided herein.

NOW THEREFORE, in consideration of the premises and of the mutual covenants, conditions, and agreements contained herein, the Parties hereby agree as follows:

1. The above recitals are true and correct and are made a part hereof.
2. The capitalized term "120 Day Period" as defined in the Extension Agreement is hereby deleted throughout the Extension Agreement, and the capitalized term "180 Day Period" is substituted in lieu thereof.
3. The nineteenth whereas clause of the Extension Agreement is hereby revised to read as follows:

WHEREAS, if the Parties have not agreed to a Compliance Agreement and Global Agreement before the expiration of the 180 Day Period (i.e., 11:59 p.m. (EST) on the 180<sup>th</sup> day), then the Parties shall promptly notify the ALJ and all other parties and proceed toward a hearing in the DOAH Case, unless the Parties otherwise agree to an additional extension, in writing, of the hearing date, and the ALJ grants such extension.

4. In all other respects, the Extension Agreement shall remain in full force and effect; provided, however, if any provision of this First Amendment is in conflict with, or inconsistent with, any provision in the Extension Agreement, then the provision contained in this First Amendment shall govern and control.
5. This First Amendment shall become effective upon its execution by the Parties; provided, however, that this First Amendment shall be rendered null and void if not ratified by the City Council on or before October 15, 2009.

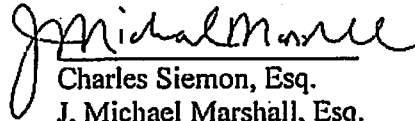
IN WITNESS WHEREOF, the Parties have executed and delivered this First Amendment on the date first above written.

On behalf of Petitioner,  
CNL Resort Hotel, L.P.



Stephen B. Gillman, Esq.  
David J. Coviello, Esq.  
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On behalf of Respondent,  
City of Doral



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