

RESOLUTION No. 23-59

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE SIXTH AMENDMENT TO THE SECTION 8 SETTLEMENT AGREEMENT BETWEEN CENTURY MIDTOWN PROPERTIES, LLC, CENTURY TOWN CENTER 1, LLC, CENTURY TOWN CENTER 2, LLC AND THE CITY OF DORAL; PROVIDING FOR RECORDATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, as a result of ongoing litigation, a Settlement Agreement dated June 12, 2005, was entered into by the City of Doral ("City") and Atlas Developers Property I, LLC and Atlas II, LLC, the then owners of a ±465 acre parcel of land located in Section 8, Township 53 South, Range 40 East (the "Property") in the City, to address concerns of the City with respect to the development of the Property; and

WHEREAS, the Settlement Agreement was subsequently amended by a First Amendment to the Settlement Agreement, approved by the City on February 12, 2007, pursuant to Resolution No. 07-06, a Second Amendment to the Settlement Agreement approved by the City on January 23, 2008, pursuant to Resolution No. Z08-03, a Third Amendment to the Settlement Agreement approved by the City on May 28, 2014, pursuant to Resolution No. 14-78, a Fourth Amendment to the Settlement Agreement approved by the City on October 21, 2015, pursuant to Resolution No. 15-209, and a Fifth Amendment to the Settlement Agreement approved by the City on October 27, 2021, pursuant to Resolution No. 21-248 (collectively, the "Settlement Agreement"); and

WHEREAS, the Settlement Agreement was entered into by the parties to assure the City of the performance of certain obligations and the commitment of certain restrictions on the Property, including infrastructure improvements and maximum dwelling units within approximately 346 acres referred to as the "Section 8 Residential Lands", as a settlement

to litigation proceedings between the parties; and

WHEREAS, over time the Property has been divided into smaller parcels and conveyed to various owners; and

WHEREAS, the Midtown Doral Planned Unit Development (“PUD”) was approved by the Mayor and City Council on December 3, 2014, encompassing 1,548 dwelling units, 300,000 square feet of gross leasable area of commercial use, 75,000 square feet of net leasable area of office use, and a 47,000 square foot clubhouse; and

WHEREAS, on February 12, 2020, the Mayor and City Council approved a modification to the Master Development Agreement and Pattern Book for Midtown Doral pursuant to Ordinance No. 2019-29, to allow the development of the unbuilt parcels in respective individual phases (the “Modified Project Phases”) including, “Modified Phase II,” “Modified Phase III,” “Modified Phase IV,” “Modified Phase V,” and “Modified Phase VI”; and

WHEREAS, the Second Modification of Master Development Agreement was approved by the Mayor and City Council on December 8, 2021, to allow an increase from 505 dwelling units to 675 dwelling units and an increase of 4,650 square feet of gross leasable area of commercial use for Midtown Doral PUD Phase II; and

WHEREAS, Century Midtown Properties, LLC, Century Town Center 1, LLC, and Century Town Center 2, LLC (the “Applicant”), intend to modify the development program that consists of a 58,052 square foot clubhouse, 61,064 square feet of gross leasable commercial use, and 734 dwelling units; and

WHEREAS, to accomplish the modification to Midtown Doral PUD Phase II, the Applicant seeks to amend the Settlement Agreement; and

WHEREAS, on April 26, 2023, the Mayor and City Council held a public hearing and after careful review and deliberation hereby find it to be in the best interest of its residents to approve the Sixth Amendment to the Settlement Agreement between Century Midtown Properties, LLC, Century Town Center 1, LLC, and Century Town Center 2, LLC, and the City of Doral.

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

Section 1. Recitals. The foregoing recitals are confirmed, adopted, and incorporated herein and made as part hereof by this reference.

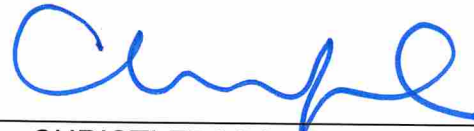
Section 2. Approval. The City Council of the City of Doral hereby approves the Sixth Amendment to the Settlement Agreement, attached hereto and incorporated herein as "Exhibit A."

Section 3. Recordation. This Resolution and the Sixth Amendment to Settlement Agreement (Exhibit "A") shall be recorded in the public records of Miami-Dade County, Florida, with the Applicant to pay the cost thereof.

The foregoing Resolution was offered by Councilmember Puig-Corve who moved its adoption. The motion was seconded by Councilmember Cabral and upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Rafael Pineyro	Yes
Councilwoman Digna Cabral	Yes
Councilwoman Maureen Porras	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 26 day of April 2023.




CHRISTI FRAGA, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

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



VALERIE VICENTE, ESQ. for
NABORS, GIBLIN & NICKERSON, P.A.
CITY ATTORNEY

EXHIBIT “A”

This instrument was prepared by:

Name: Alejandro J. Arias, Esq.
Address: Holland & Knight LLP
701 Brickell Avenue
Suite 3300
Miami, Florida 33131

(Space reserved for Clerk of Court)

SIXTH AMENDMENT TO SETTLEMENT AGREEMENT

THIS SIXTH AMENDMENT to Settlement Agreement ("Sixth Amendment") is entered into by and between Century Midtown Properties, LLC, a Florida limited liability company ("Century Midtown"), Century Town Center 1, LLC, a Delaware limited liability company ("CTC-1"), Century Town Center 2, LLC, a Delaware limited liability company ("CTC-2"), and the City of Doral, a Florida municipal corporation (the "City").

WHEREAS, a Settlement Agreement, dated as of June 12, 2005, was entered into by the City and the then owners of that certain ±465 acre parcel of land located in Section 8, Township 53 South, Range 40 East in the City of Doral, Florida (the "Original Parcel") to address the concerns of the City with respect to the development of the Original Parcel, and which was subsequently amended by that certain Amendment to Settlement Agreement, approved by the City of Doral on February 12, 2007, pursuant to Resolution No. 07-06, that certain Second Amendment to Settlement Agreement, recorded in Official Records Book 26842 at Page 4067 of the Public Records of Miami-Dade County, Florida, that certain Third Amendment to Settlement Agreement, recorded in Official Records Book 29252 at Page 1882 of the Public Records of Miami-Dade County, Florida, that certain Fourth Amendment to Settlement Agreement, pursuant to Resolution No. 15-209, passed and adopted by the City on October 21, 2015, and that certain Fifth Amendment to the Settlement Agreement, pursuant to Resolution No. 21-248, passed and adopted by the City on October 27, 2021, as recorded in Official Records Book 33275, Page 359 of the Public Records of Miami-Dade County (collectively, the "Agreement");

WHEREAS, the Agreement was entered into by the parties to assure the City of the performance of certain obligations and the commitment to certain restrictions on the Original Parcel, including infrastructure improvements, as a settlement to litigation proceedings between the parties;

WHEREAS, over time the Original Parcel has been divided into smaller parcels and conveyed to various owners;

WHEREAS, a Modification to the Master Development Agreement Recorded at Official Records Book 29422 at Page 4516 of the Public Records of Miami-Dade County, Florida, dated February 12, 2020, was entered into between 107 Avenue Doral Properties, LLC, a Florida limited liability company, New Doral 107, LLC, a Delaware limited liability company, MTD Unit 3-503, LLC, a Florida limited liability company, MTD Unit 3-307 LLC, a Florida limited liability company, MTD Unit 3-208 LLC, a Florida limited liability company, and Century Midtown (the "Development Agreement Modification");

WHEREAS, the Development Agreement Modification applied to that certain ±30 acre parcel of the Property, encompassing a proposed phased mixed-use development site known as "Midtown Doral", with a maximum of 1,548 dwelling units, 300,000 square feet of gross leasable area of commercial use, 75,000 square feet of net leasable area of office use, and a 47,000 square foot clubhouse (the "Midtown Doral PUD");

WHEREAS, the Development Agreement Modification reallocated the remaining development rights of the Midtown Doral Project to a number of parcels, which remained unbuilt, under a new phased development schedule;

WHEREAS, more recently a Second Modification to the Master Development Agreement recorded at Official Records Book 33135, Page 3713, was entered into between Century Midtown, CTC-1, and CTC-2, in connection with the ±8.8 acre parcel of land located within "Phase II" of the Midtown Doral PUD (the "Second Modification"), more particularly described in the attached Exhibits: Exhibit "A-1 (Century Midtown Parcel)", Exhibit "A-2 (CTC-1 Parcel)", and Exhibit "A-3 (CTC-2 Parcel)" (collectively the "Century Midtown Property");

WHEREAS, the development of the Century Midtown Property is "Phase II" of the development program described in the Second Modification;

WHEREAS, Century Midtown, CTC-1, and CTC-2 now intend to develop the Century Midtown Property under a phased development program that consists of a 58,052 square foot clubhouse, 61,064 square feet of gross leasable commercial use, and 734 dwelling units;

WHEREAS, in order to realize this development program, Century Midtown, CTC-1, and CTC-2 wish to amend Section 6 of the Agreement, as it affects the Century Midtown Property, in accordance with the terms and conditions set forth below:

FROM:

"Maximum Residential Density within the TND and the Section 8 Residential Lands. Notwithstanding the approval of the Zoning Application, the CDMP Application, or future applications, Flordade and 107 Avenue agree that the maximum number of dwelling units within the Section 8 Residential Lands shall not exceed a total density (as defined in the Land Use Element of the CDMP) of four thousand one hundred seventy five (4,175) dwelling units. Further, the maximum gross residential density, as defined in the Land Use Element of the CDMP, on the TND Property shall not exceed three thousand six hundred thirty four (3,634) dwelling units. In addition, Flordade agrees that it shall set aside sufficient land within the Section 8 Residential Lands Property to permit the future development of a minimum of (i) three hundred and eighty four (384) detached single family homes on lots with an average size of 5,000 square feet of area, including a minimum of sixty (60) units within that portion of the Property known as the Grand Bay South Planned Units Development, and (ii) four hundred forty (440) platted, fee simple townhomes. Lastly, no more than fifty percent (50%) of

the multi-family units within the Section 8 Residential Lands may be designed and offered as rental units.

Notwithstanding the foregoing, (i) an additional one hundred and seventy (170) dwelling units may be developed on the Century Midtown Property; and (ii) units on the Century Midtown Property may be designed and offered for either sale or rent.

In addition, to help mitigate the impact of the construction of the Additional Units on the City's park and recreation facilities, Century Midtown has identified for future conveyance to the City that certain parcel of land, consisting of approximately fifty (50) acres, which is located generally on the north side of NW 74 Street and west of NW 107 Avenue and which is currently being maintained as a preservation area, as more particularly described in Exhibit "B" (the "Off-Site Parcel"). As a condition to the approval of this Amendment, Century Midtown shall cause the conveyance of the Off-Site Parcel to the City at no cost to the City. The City and Century Midtown acknowledge that the City's intended use of the Off-Site Parcel as a passive recreational area, including public view corridors (the "City's Intended Use"), may require the approval of a modification of that certain conservation easement in favor of the South Florida Water Management District (the "SFWMD"), as amended, which is recorded at Official Records Book 27780, Pages 4630-4750 of the Public Records of Miami-Dade County (the "Modification"). The City shall have one-hundred and eighty (180) days (unless such time is extended by mutual agreement of Century Midtown and the City) following final approval of the Amendment to secure the approval of the Modification by the SFWMD and, if applicable, the US Army Corps of Engineers and the County's Division of Environmental Resources Management (the "Environmental Agencies"). Century Midtown shall cooperate fully with the City, including by promptly signing any applications and documents required by the Environmental Agencies in connection with the approval of the Modification. Century Midtown shall cause the conveyance of the Off-Site Parcel to the City at no cost to the City in its "as is, where is" condition, subject to all existing exceptions and encumbrances and to be held as public park land, within ten (10) business days following the approval of the Modification. As additional consideration, Century Midtown agrees not to seek certificates of occupancy for more than 505 units until such time as the City has secured the approval of the Modification."

TO:

"Maximum Residential Density within the TND and the Section 8 Residential Lands. Notwithstanding the approval of the Zoning Application, the CDMP Application, or future applications, Flordade and 107 Avenue agree that the maximum number of dwelling units within the Section 8 Residential Lands shall not exceed a total density (as defined in the Land Use Element of the CDMP) of four thousand one hundred seventy five (4,175) dwelling units. Further, the maximum gross residential density, as defined in the Land Use Element of the

CDMP, on the TND Property shall not exceed three thousand six hundred thirty four (3,634) dwelling units. In addition, Flordade agrees that it shall set aside sufficient land within the Section 8 Residential Lands Property to permit the future development of a minimum of (i) three hundred and eighty four (384) detached single family homes on lots with an average size of 5,000 square feet of area, including a minimum of sixty (60) units within that portion of the Property known as the Grand Bay South Planned Units Development, and (ii) four hundred forty (440) platted, fee simple townhomes. Lastly, no more than fifty percent (50%) of the multi-family units within the Section 8 Residential Lands may be designed and offered as rental units.

Notwithstanding the foregoing, (i) an additional ~~one hundred and seventy (170)~~ two hundred and twenty-nine (229) dwelling units may be developed on the Century Midtown Property; and (ii) units on the Century Midtown Property may be designed and offered for either sale or rent.

In addition, to help mitigate the impact of the construction of the Additional Units on the City's park and recreation facilities, Century Midtown and has identified for future conveyance to the City that certain parcel of land, consisting of approximately fifty (50) acres, which is located generally on the north side of NW 74 Street and west of NW 107 Avenue and which is currently being maintained as a preservation area, as more particularly described in Exhibit "B" (the "Off-Site Parcel"). As a condition to the approval of this Amendment, Century Midtown shall cause the conveyance of the Off-Site Parcel to the City at no cost to the City. The City and Century Midtown acknowledge that the City's intended use of the Off-Site Parcel as a passive recreational area, including public view corridors (the "City's Intended Use"), may require the approval of a modification of that certain conservation easement in favor of the South Florida Water Management District (the "SFWMD"), as amended, which is recorded at Official Records Book 27780, Pages 4630-4750 of the Public Records of Miami-Dade County (the "Modification"). The City shall have one-hundred and eighty (180) days (unless such time is extended by mutual agreement of Century Midtown and the City) following final approval of the Amendment to secure the approval of the Modification by the SFWMD and, if applicable, the US Army Corps of Engineers and the County's Division of Environmental Resources Management (the "Environmental Agencies"). Century Midtown shall cooperate fully with the City, including by promptly signing any applications and documents required by the Environmental Agencies in connection with the approval of the Modification. Century Midtown shall cause the conveyance of the Off-Site Parcel to the City at no cost to the City in its "as is, where is" condition, subject to all existing exceptions and encumbrances and to be held as public park land, within ten (10) business days following the approval of the Modification. As additional consideration, Century Midtown agrees not to seek certificates of occupancy for more than 505 units until such time as the City has secured the approval of the Modification."

NOW, THEREFORE, for and in consideration of the premises hereof and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties to hereby agree as follows:

1. The above recitals are true and correct and are incorporated herein by this reference. All capitalized terms used in this Sixth Agreement without separate definition shall have the same meanings assigned to them in the Agreement.

2. Section 6 of the Agreement is hereby amended effective as of the date hereof and shall hereinafter read as follows:

"Maximum Residential Density within the TND and the Section 8 Residential Lands. Notwithstanding the approval of the Zoning Application, the CDMP Application, or future applications, Flordade and 107 Avenue agree that the maximum number of dwelling units within the Section 8 Residential Lands shall not exceed a total density (as defined in the Land Use Element of the CDMP) of four thousand one hundred seventy five (4,175) dwelling units. Further, the maximum gross residential density, as defined in the Land Use Element of the CDMP, on the TND Property shall not exceed three thousand six hundred thirty four (3,634) dwelling units. In addition, Flordade agrees that it shall set aside sufficient land within the Section 8 Residential Lands Property to permit the future development of a minimum of (i) three hundred and eighty four (384) detached single family homes on lots with an average size of 5,000 square feet of area, including a minimum of sixty (60) units within that portion of the Property known as the Grand Bay South Planned Units Development, and (ii) four hundred forty (440) platted, fee simple townhomes. Lastly, no more than fifty percent (50%) of the multi-family units within the Section 8 Residential Lands may be designed and offered as rental units.

Notwithstanding the foregoing, (i) an additional ~~one hundred and seventy (170)~~ two hundred and twenty-nine (229) dwelling units may be developed on the Century Midtown Property; and (ii) units on the Century Midtown Property may be designed and offered for either sale or rent.

In addition, to help mitigate the impact of the construction of the Additional Units on the City's park and recreation facilities, Century Midtown and has identified for future conveyance to the City that certain parcel of land, consisting of approximately fifty (50) acres, which is located generally on the north side of NW 74 Street and west of NW 107 Avenue and which is currently being maintained as a preservation area, as more particularly described in Exhibit "B" (the "Off-Site Parcel"). As a condition to the approval of this Amendment, Century Midtown shall cause the conveyance of the Off-Site Parcel to the City at no cost to the City. The City and Century Midtown acknowledge that the City's intended use of the Off-Site Parcel as a passive recreational area, including public view corridors (the "City's Intended Use"), may require the approval of a modification of that certain conservation easement in favor of the South Florida Water Management District

(the "SFWMD"), as amended, which is recorded at Official Records Book 27780, Pages 4630-4750 of the Public Records of Miami-Dade County (the "Modification"). The City shall have one-hundred and eighty (180) days (unless such time is extended by mutual agreement of Century Midtown and the City) following final approval of the Amendment to secure the approval of the Modification by the SFWMD and, if applicable, the US Army Corps of Engineers and the County's Division of Environmental Resources Management (the "Environmental Agencies"). Century Midtown shall cooperate fully with the City, including by promptly signing any applications and documents required by the Environmental Agencies in connection with the approval of the Modification. Century Midtown shall cause the conveyance of the Off-Site Parcel to the City at no cost to the City in its "as is, where is" condition, subject to all existing exceptions and encumbrances and to be held as public park land, within ten (10) business days following the approval of the Modification. As additional consideration, Century Midtown agrees not to seek certificates of occupancy for more than 505 units until such time as the City has secured the approval of the Modification."

3. Except as specifically modified in this Sixth Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect. In the event any inconsistency between the terms of this Sixth Amendment and the terms of the Agreement, then the terms of this Sixth Amendment shall control. This Sixth Amendment shall be construed and enforced in accordance with the laws of the State of Florida and shall be binding upon the heirs, successors and assigns of the parties hereto.

4. This Sixth Amendment may be executed in any number of counterparts, each of which will be deemed to be an original, and all of such counterparts will constitute one-third Amendment. The signature of any party or counterpart may be appended to any other counterpart.

5. This Sixth Amendment shall be recorded in the Public Records of Miami-Dade County, Florida, at the expense of Century Midtown, CTC-1, and CTC-2.

[*SIGNATURE PAGES FOLLOW*]

WITNESS WHEREOF, we have executed this Sixth Amendment as of this _____ day of _____, 20__.

WITNESSES:

CITY OF DORAL, FLORIDA,
a municipal corporation

Signature

Printed Name

Signature

Printed Name

By: _____

Name: _____

Title: _____

Approved as to legal sufficiency:
Luis Figueredo, Esq. - City Attorney

STATE OF _____)

) SS:

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 20__, by _____, as _____ of the City of Doral, Florida, a municipal corporation, on behalf of the City, who is personally known to me or ___ has produced _____ as identification.

[NOTARIAL SEAL]

Print Name: _____

Notary Public, State of _____

Commission #: _____

My Commission Expires: _____

WITNESS WHEREOF, we have executed this Sixth Amendment as of this _____ day of _____, 20__.

WITNESSES:

CENTURY MIDTOWN PROPERTIES, LLC,
a Florida limited liability company

Signature

Printed Name

Signature

Printed Name

By: _____

Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

SS:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 20__, by _____, as _____ of **CENTURY MIDTOWN PROPERTIES, LLC**, a Florida limited liability company, who is personally known to me or ___ has produced _____ as identification.

[NOTARIAL SEAL]

Print Name:

Notary Public, State of _____

Commission #:

My Commission Expires:

WITNESS WHEREOF, we have executed this Sixth Amendment as of this _____ day of _____, 20__.

WITNESSES:

CENTURY TOWN CENTER 1, LLC,
a Delaware limited liability company

Signature

Printed Name

Signature

Printed Name

By: _____

Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

SS:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 20__, by _____, as _____ of **CENTURY TOWN CENTER 1, LLC**, a Delaware limited liability company, who is personally known to me or ___ has produced _____ as identification.

[NOTARIAL SEAL]

Print Name:

Notary Public, State of _____

Commission #:

My Commission Expires:

WITNESS WHEREOF, we have executed this Sixth Amendment as of this _____ day of _____, 20__.

WITNESSES:

CENTURY TOWN CENTER 2, LLC,
a Delaware limited liability company

Signature

Printed Name

Signature

Printed Name

By: _____

Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

SS:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20__, by _____, as _____ of **CENTURY TOWN CENTER 2, LLC**, a Delaware limited liability company, who is personally known to me or _____ has produced _____ as identification.

[NOTARIAL SEAL]

Print Name:

Notary Public, State of _____

Commission #:

My Commission Expires:

EXHIBIT "A-1"

CENTURY MIDTOWN PARCEL LEGAL DESCRIPTION

CENTURY TOWNE PLACE- CLUBHOUSE PARCEL

LEGAL DESCRIPTION:

A portion of Section 8, Township 53 South, Range 40 East, City of Doral, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 8; thence S01°43'29"E, along the West Line of the Northwest 1/4 of said Section 8, for a distance of 240.07 feet; thence N89°39'28"E for a distance of 40.01 feet; thence continue N89°39'28"E for a distance of 310.09 feet; thence S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 379.33 feet to a point hereinafter referred to as Reference Point "A"; thence from the aforementioned Reference Point "A"; continue S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 60.00 feet; thence continue S01°43'29"E, along the last described line for a distance of 508.24 feet to a point hereinafter referred to as Reference Point "B"; thence from the aforementioned Reference Point "B"; continue S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 50.00 feet; thence continue S01°43'29"E, along the last described line for a distance of 1363.29 feet to a point hereinafter referred to as Reference Point "C"; thence S01°43'29"E, along the West Line of a 170 feet wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 60.00 feet; thence continue S01°43'29"E, along the last described line for a distance of 606.88 feet to a point, said point being the Northeast Corner of Lot 10, Block 1 of "MIDTOWN AT DORAL", as recorded in Plat Book 171, at Page 78 of the Public Records of Miami-Dade County, Florida; thence continue S88°16'31"W, along the North Line of said Lot 10, for a distance of 132.17 feet the POINT OF BEGINNING of the hereinafter described Parcel of Land; the next following described three (3) courses and distances being along the North Line of said Lot 10; 1) thence S88°16'31"W for a distance of 40.83 feet; 2) thence N01°43'29"W for a distance of 10.00 feet; 3) thence S88°16'31"W for a distance of 137.00 feet; thence continue N01°43'29"W, along a line 40.00 feet East of and parallel with the West Line of the Northwest 1/4 of said Section 8, for a distance of 106.93 feet; thence continue N88°16'31"E for a distance of 141.33 feet; thence continue N01°43'29"W for a distance of 4.24 feet; thence continue N88°16'31"E for a distance of 32.50 feet; thence continue S01°43'29"E for a distance of 1.17 feet; thence continue N88°16'31"E for a distance of 4.00 feet; thence continue S01°43'29"E for a distance of 120.00 feet to the POINT OF BEGINNING.

in Plat Book 171, at Page 91 of the Public Records of Miami-Dade County, Florida, for a distance of 285.00 feet to the POINT OF BEGINNING.

EXHIBIT "A-2"

CTC-1 PARCEL LEGAL DESCRIPTION

PHASE 5 & 6 CTC-1

A portion of Section 8, Township 53 South, Range 40 East, City of Doral, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 8; thence S01°43'29"E, along the West Line of the Northwest 1/4 of said Section 8, for a distance of 240.07 feet; thence N89°39'28"E for a distance of 40.01 feet; thence continue N89°39'28"E for a distance of 310.09 feet; thence S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 379.33 feet to a point hereinafter referred to as Reference Point "A"; thence from the aforementioned Reference Point "A"; continue S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 60.00 feet; thence continue S01°43'29"E, along the last described line for a distance of 508.24 feet to a point hereinafter referred to as Reference Point "B"; thence from the aforementioned Reference Point "B"; continue S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 50.00 feet; thence continue S01°43'29"E, along the last described line for a distance of 1363.29 feet to a point hereinafter referred to as Reference Point "C"; thence S01°43'29"E, along the West Line of a 170 feet wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 60.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue S01°43'29"E, along the last described line for a distance of 606.88 feet to a point, said point being the Northeast Corner of Lot 10, Block 1 of "MIDTOWN AT DORAL", as recorded in Plat Book 171, at Page 78 of the Public Records of Miami-Dade County, Florida; thence S88°16'31"W, along the Northerly Line of said Lot 10 for a distance of 132.17 feet; the following six (6) courses and distance being along the Easterly and Northerly Boundary Line of the Clubhouse Parcel as recorded in Special Warranty Deed in Official Records Book 32836, Page 1254, of the Public Records of Miami-Dade County, Florida; 1) thence N01°43'29"W for a distance of 120.00 feet; 2) thence S88°16'31"W for a distance of 4.00 feet; 3) thence N01°43'29"W for a distance of 1.17 feet; 4) thence S88°16'31"W for a distance of 32.50 feet; 5) thence S01°43'29"E for a distance of 4.24 feet; 6) thence S88°16'31"W for a distance of 141.33 feet to its intersection with a line 40.00 feet East of and parallel with the West Line of the Northwest 1/4 of said Section 8, said line also being the Easterly Right-of-way Line of N.W. 107th Avenue as recorded in Official Records Book 24939, at Page 4001 of the Public Records of Miami-Dade County, Florida; thence N01°43'29"W, along the last described line for a distance of 464.95 feet to a point of curvature of a circular curve to the right, concave to the southeast; thence Northerly, Northeasterly and Easterly along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 90°00'00" for an arc distance of 39.27 to a point of tangency; thence N88°16'31"E, along the South Line of N.W. 82nd Street Right-of-way line, as shown on Plat of "Grand Bay South Roads", as recorded

EXHIBIT "A-3"

CTC-2 PARCEL LEGAL DESCRIPTION

PHASE 7 & 8

The South 644.84 feet of the following described three (3) Parcels of Land.

Parcel 1:

A portion of Section 8, Township 53 South, Range 40 East, City of Doral, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 8; thence S01°43'29"E, along the West Line of the Northwest 1/4 of said Section 8, for a distance of 240.07 feet; thence N89°39'28"E for a distance of 40.01 feet; thence continue N89°39'28"E for a distance of 310.09 feet; thence S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 379.33 feet to a point hereinafter referred to as Reference Point "A", said point also known as the S.W. Corner of Tract "A1", "GRAND BAY NORTH", according to the plat thereof, as recorded in Plat Book 170, Page 64, of the Public Records of Miami-Dade County, Florida; thence S01°43'29"E, along the West line of a 170 feet wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 60.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue S01°43'29"E, along the last described line for a distance of 508.24 feet to a point hereinafter refer to as Reference Point "B"; thence S88°16'31"W for a distance of 104.00 feet; thence N01°43'29"W for a distance of 100.00 feet; thence S88°16'31"W for a distance of 206.00 feet; thence N01°43'29"W, along a line 40.00 feet East of and parallel with the West Line of the Northwest 1/4 of said Section 8, for a distance of 408.24 feet; thence N88°16'31"E for a distance 310.00 feet to the POINT OF BEGINNING. Less that portion of Right-Of-Way dedicated per the plat of Grand Bay North, according to the plat thereof as recorded in Plat Book 170 at Page 64 of the Public Records of Miami-Dade County, Florida.

TOGETHER WITH:

Parcel 2:

COMMENCE at the aforementioned Reference Point "B"; thence S01°43'29"E, along the West Line of a 170 feet wide Florida Power and Light Easement, as recorded in Official

Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 50.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue S01°43'29"E, along the last described line for a distance of 1363.29 feet to a point hereinafter refer to as Reference Point "C"; thence S88°16'31"W for a distance of 310.00 feet; thence N01°43'29"W, along a line 40.00 feet East of and parallel with the West Line of the Southwest 1/4 of said Section 8, for a distance of 1258.97 feet; thence N88°16'31"E for a distance of 206.00 feet; thence N01°43'29"W for a distance of 104.32 feet; thence N88°16'31"E for a distance of 104.00 feet to the POINT OF BEGINNING. LESS the external area formed by a 25 foot radius curve, concave to the Northeast and tangent to the South and West of the herein described Parcel.

TOGETHER WITH:

Parcel 3:

A portion of the West ½ of Section 8, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 8; thence S01°43'29"E, along the West Line of the Northwest 1/4 of said Section 8, for a distance of 1096.08 feet; thence N88°16'31"E for a distance of 40.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue N88°16'31"E for a distance of 206.00 feet; thence S01°43'29"E for a distance of 100.00 feet; thence N88°16'31"E for a distance of 104.00 feet; thence S01°43'29"E, along the West Line of a 170.00 foot F.P.L Easement as recorded in Official Records Book 6142, Page 326, for a distance of 50.00 feet; thence S88°16'31"W for a distance of 104.00 feet; thence S01°43'29"E for a distance of 104.32 feet; thence S88°16'31"W for a distance of 206.00 feet to a point on a line 40.00 feet East of and parallel with the West Line of said Section 8; thence N01°43'29"W, along the last described line for a distance of 254.32 feet to the POINT OF BEGINNING.