

This instrument was prepared by:

Name: Stanley B. Price, Esq.
Address: Bilzin Sumberg
1450 Brickell Avenue, Suite 2300
Miami, FL 33131

(Space reserved for Clerk)

MASTER DEVELOPMENT AGREEMENT

This Master Development Agreement ("Agreement") is made and entered into as of this 2 day of ~~November~~ ^{December}, 2019 by and between Doral Court Plaza, LLC, a Florida limited liability company, with an address of 950 Jefferson Street, Hollywood, Florida 33019, and the City of Doral, Florida a municipal corporation, with an address of 8401 NW 53rd Terrace, Doral, Florida 33166 (the "City").

WITNESSETH:

WHEREAS, the Owner owns that certain property located within the boundaries of the City, the legal description of which is attached hereto and made a part hereof as Exhibit "A" (the "Property"); and

WHEREAS, the Property currently has a zoning designation of Industrial Commercial and a Comprehensive Plan Future Land Use Map designation of Office and Residential, under the City's Land Development Regulations, and the Owner desires that the Property ultimately be rezoned and redesignated to DMU, as permitted in the City's Comprehensive Plan and Zoning Code; and

WHEREAS, the Property is currently developed with commercial uses; and

WHEREAS, in addition to the Agreement, Owner has entered into a Declaration of Restrictive Covenants (the "Declaration") prohibiting development of the Property for 48 months from the Application Approval, which shall be incorporated herein; and

WHEREAS, the Owner and the City mutually desire to establish certainty as to the current use of the Property and the ultimate development of the Property; and

WHEREAS, pursuant to the applicable City of Doral Code ("Code") provisions, the City will accept the Pattern Book for the Property depicting the Property as currently developed, submitted in connection with the zoning approval which already has undergone review by the City's Council ("Council") and has been approved by the Council; and

WHEREAS, on the 28th day of August, 2019 and the 25th day of September, 2019, the City conducted two public hearings concerning the Applications and has determined that this Agreement is consistent with the City Code; and

WHEREAS, in order to address the overall development of the Property, the City has determined that it is in the best interest of the City to address the issues covered by this Agreement in a comprehensive manner in compliance with all applicable laws, rules and regulations of the City, and to allow the Owner to proceed with any development of the Property in accordance with the applicable laws and policies, subject to the terms hereof and Declaration of Restrictive Covenants incorporated herein, and the City and Owner have agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the conditions, covenants and mutual promises hereinafter set forth, and along with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Owner hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference. All exhibits to this Agreement are hereby deemed a part hereof.
2. Definitions.
 - a. "Application Approval" means the City's authorization of the Owner's request to rezone the Property from Industrial Commercial to Downtown Mixed Use and redesignate the Property on the City's Comprehensive Plan Future Land Use Map from Office and Residential to Downtown Mixed Use."
 - b. "City Code" means the Code of Ordinances adopted by the City as of the Effective Date.
 - c. "Comprehensive Plan" means the City's comprehensive plan meeting the requirements of Chapter 163, Florida Statutes.
 - d. "Declaration" is the executed Declaration of Restrictions, recorded on 2/23/19, and recorded in Official Records Book 31338 at Page 1216 of the Public Records of Miami-Dade County, Florida.
 - e. "Development" means the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land.
 - f. "Development Permit" includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the Development of land.
 - g. "Effective Date" is September 25, 2019, the date of Application Approval.

- h. "Land" means the earth, water, and air, above, below, or on the surface, and includes any improvements or structures customarily regarded as land.
- i. "Land Development Regulations" means ordinances, rules and policies enacted or customarily implemented by the City for the regulation of any aspect of development and includes any local government zoning, rezoning, subdivision, building construction, or sign regulation or any other regulations controlling the development of or construction upon land.
- j. "Laws" means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, and rules adopted by a local government affecting the development of land.
- k. "Off-Site Improvement" or "Off-Site Improvements" means any roadway improvement located outside of the boundaries of a parcel proposed for development or platted subdivision parcel excluding those improvements required to be dedicated or improved pursuant to concurrency requirements or subdivision or zoning regulations. This definition also includes roadway improvements, including right-of-way dedication, which are located beyond those zoned right-of-way limits.
- l. "Owner" means Doral Court Plaza, LLC, as the entity owning the development on the Property and any successor(s) and assignee(s) thereof which (a) acquires an interest in any portion of the Property from the Owner pursuant to a sale or ground lease for the purpose of development and resale or sublease, and (b) is specifically assigned rights as Owner hereunder by Owner pursuant to an express written assignment. Upon execution and recording of such assignment, the assignee will be deemed the Owner hereunder to the extent set forth in such assignment.
- m. "Pattern Book" is the depiction of the existing development, as certified by Saltz Michelson Architects, consisting of 21 pages, and dated May 21, 2019, approved by the City. The Pattern Book is interpreted in connection with the urban design guidelines, which establish the urban design vocabulary, such as setbacks, heights, parking requirements, massing, building envelope and other development parameters, and is attached hereto as Exhibit B.
- n. "Property" is that parcel of real property owned by the Owner, as more particularly described in Exhibit "A," attached hereto.

2. Intent. It is the intent of the Owner and the City that this Agreement should be construed and implemented so as to effectuate the purposes and intent of the parties and the purpose and intent of Chapter 68, Article V, Division 5 of the Land Development Regulations. The Developer acknowledges and agrees that this Agreement is not to be construed as a "Development Agreement" pursuant to Section 163.3221, Florida Statutes.

3. Effective Date and Duration.

a. This agreement shall become effective on Effective Date. The Agreement shall be recorded in the public records of Miami-Dade County, Florida, and shall run with the land and shall be binding on all parties and all persons claiming under it for an initial term of (20) years from the Effective Date (the "Term").

b. The expiration date of the Agreement shall be upon the expiration of the Term from the Effective Date (the "Expiration Date").

4. Permitted Development Uses and Building Intensities

a. Permitted Development Uses. Concurrently with the adoption and acceptance of this Agreement, the Owner has proffered and the City has accepted the Pattern Book as the binding development criteria for the Property, until amendment of this Agreement and expiration of the term stated in the Declaration. In granting approval, the City has determined and hereby concurs that the Application Approval is consistent with the Comprehensive Plan and accords with the Land Development Regulations.

b. Density, Building Heights, Setbacks, and Intensities. The maximum density, building heights, setbacks, architectural controls and intensities for any development on the Property shall be regulated by the Land Development Regulations and the applicable provisions of the Comprehensive Plan.

5. Landscaping, Parking and Signs Requirements. The Property shall meet all City of Doral landscaping, parking, and signage requirements as provided in the Pattern Book and in the City's roads and vehicular use areas regulations pursuant to Chapter 77 of the City of Doral Land Development Code.

6. Necessity of Complying with Local Regulations Relative to Development Permits. The Owner and the City agree that the failure of this Agreement to address a particular permit, condition, fee, term or restriction in effect on the Effective Date of this Agreement shall not relieve Owner of the necessity of complying with the regulation governing said permitting requirements, conditions, fees, terms or restrictions as long as compliance with said regulation and requirements does not require the Owner to develop the Property in a manner that is inconsistent with the Application Approval.

7. Impact Fees. The Owner shall pay impact fees associated with the Project to the City in accordance with Chapter 65 of the Land Development Regulations and as set forth by this Agreement. The Owner may satisfy said requirement by making contributions, which may include but are not be limited to Off-Site Improvements, in lieu of payment of impact fees. Said contributions in lieu of payment of impact fees shall be subject to the City's approval. The City and Owner shall coordinate their efforts to derive the maximum benefits of any said impact fee payments in favor of the Project and the City. Calculations of impact fees for the development of the Property shall account for and be reduced to reflect the removal of existing buildings within the Property. Notwithstanding any other provisions in this Agreement, impact fees shall be calculated pursuant to the formulas in effect at the time of building permit for each phase of the Project and as set forth by the Land Development Regulations.

8. The Owner may also be subject to the payment of Miami-Dade County Impact Fees. The City and Owner shall coordinate their efforts to derive the maximum benefit of any impact fee payments to Miami-Dade County in favor of the Owner and the City, including the provision of credits and/or contributions in lieu of fee payments.

9. Reservation of Development Rights.

The City hereby agrees that it shall permit the Development of the Project in accordance with the Project Approval, the Land Development Regulations, the Comprehensive Plan, and the existing laws and policies, all of which as may be amended from time to time, as of the Effective Date of this Agreement that are or may be applicable to the Property, subject to the conditions of this Agreement and in effect at the time of any Site Plan approvals and/or modifications thereto. The expiration or termination of this Agreement, for whatever reason, shall not be considered a waiver of, or limitation upon, the rights, including, but not limited to, any claims of vested rights or equitable estoppels, obtained or held by the Owner to continue Development of the Project in conformity with the Project Approval and all prior or subsequent Development Permits or Development Orders granted by the City, including, but not limited to, those rights granted under the Comprehensive Plan and the Land Development Regulations, as in effect on the Effective Date or as subsequently amended Other Approvals. The parties hereto recognize and agree that certain provisions of this Agreement require the City and/or its boards, departments or agencies, acting in their governmental capacity, to consider governmental actions, as set forth in this Agreement. All such considerations and actions shall be undertaken in accordance with established requirements of state statutes and Miami-Dade County and City ordinances, in the exercise of the City's jurisdiction under the police power.

10. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight courier (such as Federal Express) or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope, and addressed as follows:

If to the City at:	City Manager City of Doral 8401 NW 53rd Terrace Doral, Florida 33166
With a copy to:	City Attorney City of Doral 8401 NW 53rd Terrace Doral, Florida 33166

If to Owner at: Doral Court Plaza, LLC
 950 Jefferson Street
 Hollywood, Florida 33019
 Attn: Steve Caster

With a copy to: Stanley B. Price, Esq.
 Bilzin Sumberg Baena Price & Axelrod LLP
 1450 Brickell Avenue, Suite 2300
 Miami, Florida 33131
 (305) 350-2374

Notices personally delivered or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given three (3) days after deposit in the U.S. mail. Any party may change its notice address by providing written notice to the other parties of the new address as provided in this paragraph. The terms of this section shall survive the termination of this Agreement.

11. Construction. (a) This Agreement shall be construed and governed in accordance with the laws of the State of Florida, all of the parties to this Agreement have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto, and venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, (b) in construing this Agreement, the use of any gender shall include every other and all genders, and captions and section and paragraph headings shall be disregarded, and (c) all of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.

12. Severability. In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

13. Binding Effect. The obligations imposed pursuant to this Agreement upon the Owner and upon the Property shall run with and bind the Property as covenants running with the Property, and this Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees and assigns, and a copy of this Agreement shall be recorded in the Public Records of Miami-Dade County, Florida, at the sole

cost and expense of the Owner upon execution of this Agreement.

14. Governing Laws. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Owner and the City agree that Miami-Dade County, Florida is the appropriate venue in connection with any litigation between the parties with respect to this Agreement.

15. Cancellation and Enforcement. Enforcement of this Agreement shall be by action against any parties or person violating, or attempting to violate, any covenants set forth in this Agreement. The prevailing party in any action or suit pertaining to or arising out of this Agreement shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his/her/its attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both. The terms of this paragraph shall survive the termination of this Agreement.

16. No Third Party Beneficiaries. The parties to this Agreement do not intend the benefit of this Agreement to inure to any third party. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give to any person other than the parties hereto and their successors, heirs or permitted assigns, any rights or remedies under or by reason of this Agreement.

17. Entire Agreement. This Agreement, together with the documents referenced herein, including the Declaration, constitute the entire agreement and understanding among the parties with respect to the subject matter hereof, and there are no other agreements, representations or warranties other than as set forth herein.

18. Modification, Amendment, and Release. Minor modifications to this Agreement, as defined in Section 53-185 of the Land Development Regulations, may be approved by the Planning and Zoning Department Director at Developer's cost. Such minor modifications shall be reflected in a recordable instrument prepared, executed and recorded by the Director. Other modifications not classified as minor may only be modified, amended, or released, by written instrument signed by the City and the Developer .

19. Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, riot, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, excluding the financial inability of such party to perform and excluding delays resulting from appeals or rehearings commenced by the Owner (any such causes or events to be referred to herein as a "Force Majeure"), shall excuse the performance by such party for a period equal to any such period of prevention, delay or stoppage.

20. Cumulative Remedies. Nothing contained herein shall prevent the Owner from exercising its rights and remedies it may have under law.

[Execution pages follow]

Exhibit A**LEGAL DESCRIPTION****PARCEL "B":**

A portion of the West 847.72 feet of Tracts 29 and 30, of FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1, in Section 27, Township 53 South, Range 40 East, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows: Commence at the Northwest corner of said Tract 30; thence North 89'58'53" East along the North line of said Tract 30 for a distance of 609.88 feet; thence South 00'21'28" East for a distance of 55.00 feet to a point lying on the South right of way line of N.W. 36th Street and the Point of Beginning of the herein described parcel of land; thence North 89'58'15" East along said right of way for a distance of 239.71 feet; thence South 01'50'30" East for a distance of 297.24 feet; thence South 89'58'15" West for a distance of 247.41 feet; thence North 00'21'28" West for a distance of 297.14 feet to the Point of Beginning.

Containing 72,365 square feet or 1.661 acres more or less.

TOGETHER WITH**CASTER PARCEL:**

A portion of the West 847.72 feet of Tracts 29 and 30, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, in Section 27, Township 53 South, Range 40 East, according to the plat thereof, as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows: Commence at the Northwest corner of said Tract 30; then North 89'58'53" East along the North line of said Tract 30 for a distance of 609.88 feet; thence South 00'21'28" East for a distance of 55.00 feet to a point lying on the South right of way line of N.W. 36th Street (Doral Boulevard) and the Point of Beginning of the herein described parcel of land; thence continue South 00'21'28" East along the West line of the lands described in Partial Release of Unities of Title recorded in Official Records Book 22183, Page 4630, of the Public Records of Miami-Dade County, Florida, for a distance of 297.14 feet; thence South 89'58'15" West, along the Westerly prolongation of the South line of the lands described in said Partial Release of Unities of Title, for a distance of 42.00 feet; thence North 00'21'28" West for a distance of 297.15 feet; thence North 89'58'53" East, along the South right of way line of N.W. 36th Street (Doral Boulevard), for a distance of 42.00 feet to the Point of Beginning.

Containing 12,480 square feet or 0.29 acres more or less.

EASEMENT ESTATE:

Together with a non exclusive easement for access and utilities more particularly described in the Amended and Restated Reciprocal Easement Agreement dated February 14, 2019 by and between Doral Court Retail Investments, LLC, a Florida limited liability company, Doral Court Development, LLC, a Delaware limited liability company, and Doral Court Plaza, LLC, a

Florida limited liability company, as signatory and beneficiary, and recorded February 23, 2019, in Official Records Book 31338, Page 1216 of the public records of Miami-Dade County, Florida.

ORDINANCE No. 2019-27

AN ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING AN AMENDMENT TO THE OFFICIAL ZONING MAP OF THE CITY OF DORAL, FROM INDUSTRIAL COMMERCIAL (IC) DISTRICT TO DOWNTOWN MIXED USE (DMU) DISTRICT FOR A ±1.95 ACRE PARCEL LOCATED AT 8484 NW 36 STREET, DORAL, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Doral Court Plaza, LLC (the "Applicant") is requesting an amendment to the Official Zoning Map of the City of Doral from "Industrial Commercial" (IC) to "Downtown Mixed Use" (DMU) for the property located at 8484 NW 36th Street Doral, Florida, as legally described in "Exhibit A"; and

WHEREAS, the proposed amendment to the Zoning Map is being submitted concurrently with a proposed amendment to the Comprehensive Plan Future Land Use Map (FLUM) from Office and Residential (OR) to Downtown Mixed Use (DMU); and

WHEREAS, on May 2, 2019 the City of Doral held a zoning workshop to provide residents and interested stakeholders an opportunity to review the proposed rezoning and provide comments to City Staff; and

WHEREAS, on August 28, 2019, the Mayor and City Council sitting as the Local Planning Agency (LPA) at a properly advertised hearing received testimony and evidence related to the Application from stakeholders and found that the rezoning from IC to DMU was consistent with the City's Comprehensive Plan and Land Development Code; and

WHEREAS, after notice of public hearing duly published and notifications of all property owners on record within five hundred (500) feet, a public hearing was held before the City Council of the City of Doral on August 28, 2019, at which hearing all interested persons were afforded the opportunity to be heard and this application for rezoning was approved on First Reading; and

WHEREAS, after careful review of the application, staff has determined that the application is consistent with the City's Comprehensive Plan and complies with the City's Land Development Code (LDC); and

WHEREAS, public hearings have been completed as indicated herein by the City Council in consideration of a request to change the zoning pursuant to Florida Statutes, and including careful consideration of written and oral comments by members of the public; and

WHEREAS, the City Council finds that the proposed rezoning is consistent with the City's Comprehensive Plan and Land Development Code.

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

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance upon adoption hereof.

Section 2. The rezoning of the property totaling ± 1.95 acres located at 8484 NW 36th Street Doral, Florida, from Industrial Commercial (IC) to Downtown Mixed Use (DMU) is hereby approved, as depicted in "Exhibit B".

Section 3. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. All ordinances or parts of ordinances, resolution or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

The foregoing Ordinance was offered by Councilmember Cabrera who moved its adoption. The motion was seconded by Councilmember Cabral upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Claudia Mariaca	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes


PASSED AND ADOPTED on FIRST READING this 28 day of August, 2019.

PASSED AND ADOPTED on SECOND READING this 25 day of September, 2019.



JUAN CARLOS BERMUDEZ, 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:



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY

EXHIBIT "A"

EXHIBIT A
LEGAL DESCRIPTION

PARCEL "B":

A portion of the West 847.72 feet of Tracts 29 and 30, of FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1, in Section 27, Township 53 South, Range 40 East, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows: Commence at the Northwest corner of said Tract 30; thence North 89°58'53" East along the North line of said Tract 30 for a distance of 609.88 feet; thence South 00°21'28" East for a distance of 55.00 feet to a point lying on the South right of way line of N.W. 36th Street and the Point of Beginning of the herein described parcel of land; thence North 89°58'15" East along said right of way for a distance of 239.71 feet; thence South 01°50'30" East for a distance of 297.24 feet; thence South 89°58'15" West for a distance of 247.41 feet; thence North 00°21'28" West for a distance of 297.14 feet to the Point of Beginning.

Containing 72,365 square feet or 1.661 acres more or less.

TOGETHER WITH

CASTER PARCEL:

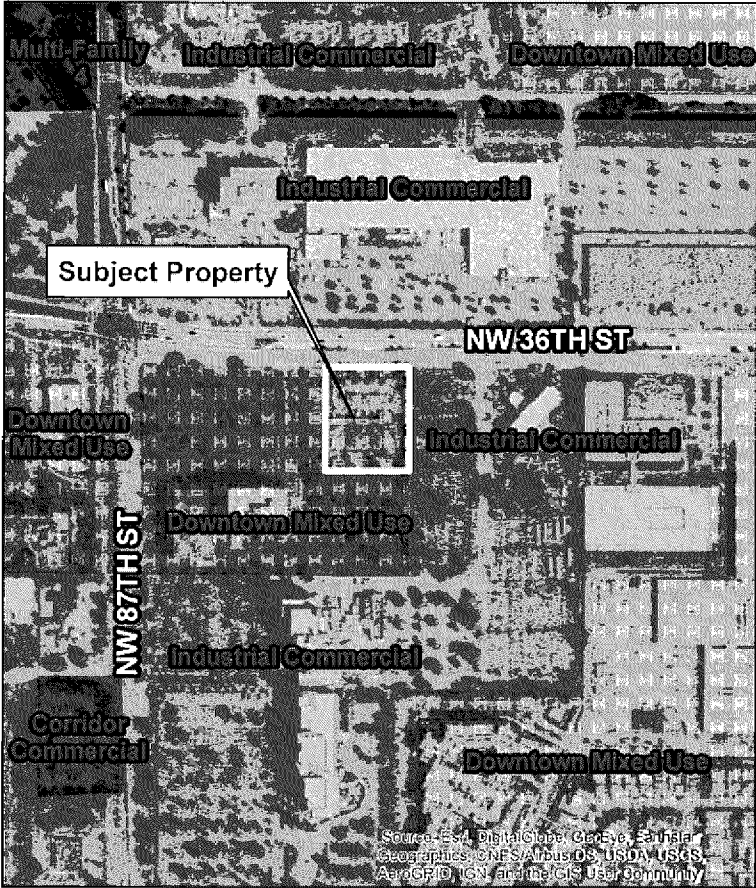
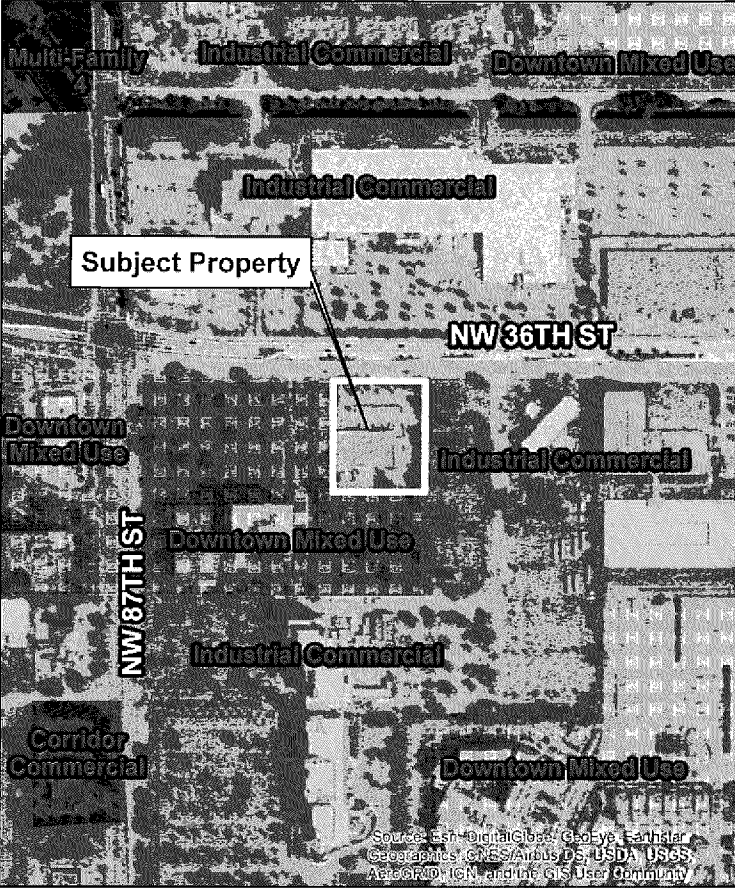
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Containing 12,480 square feet or 0.29 acres more or less.

EASEMENT ESTATE:

Together with a nonexclusive easement for access, parking and utilities more particularly described in the Easement Agreement dated March 29, 2004 by and between ACP/Doral Court, LLC, a Delaware limited liability company and Doral Court Plaza, LLC, a Florida limited liability company recorded April 1, 2004, in Official Records Book 22171, Page 4144, as amended by Relocation of Parking Easement Area Pursuant to Easement Agreement recorded October 20, 2016 in Official Records Book 30276, Page 1981 of the public records of Miami-Dade County, Florida.

EXHIBIT "B"



<p>Current Zoning</p>	<p>City of Doral</p>  <p>Planning & Zoning Department</p> <p>Zoning Map</p>	<p>Proposed Zoning</p>
<p>Legend</p> <ul style="list-style-type: none"> Multi Family 4 (MF-4) Downtown Mixed Use (DMU) Corridor Commercial (CC) Industrial Commercial (IC) 		
		
<p>8/15/2019</p>		