

**SECOND AMENDED AND RESTATED
MASTER DEVELOPMENT AGREEMENT FOR
DORAL COMMONS PLANNED UNIT DEVELOPMENT**

THIS SECOND AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into this 26 day of March, 2013, by and between Terra Doral Commons, LLC, a Florida limited liability company (the "Developer"), and (iii) the City of Doral, Florida, a Florida municipal corporation (hereinafter the "City").

WITNESSETH:

WHEREAS, Developer is the owner of the real 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");

WHEREAS, FDG Beacon Commons, LLC, a Delaware limited liability company, and the City entered into that certain First Amended and Restated Master Development Agreement, dated as of August 29, 2012, and recorded in Official Records Book 28297 at Page 3336 in the public records of Miami-Dade County, Florida (the "Master Development Agreement") to establish certain terms and conditions relating to the proposed development of the Property identified as the Doral Commons Planned Unit Development, which was approved by the City Council pursuant to Ordinance No. 2012-20;

WHEREAS, FDG Doral Commons, LLC, transferred its interest in the Property to the Developer;

WHEREAS, the Developer and the City mutually desire that the Property be developed as a unified mixed-use project containing a maximum development program of 390 multi-family dwelling units, 274 single-family units, and 19.1 acres of commercial/office uses, as permitted in the Comprehensive Plan and the Land Development Regulations pursuant to the approved Doral Commons Planned Unit Development;

WHEREAS, the Master Development Agreement established certain terms and conditions relating to the development of the Property and established certainty as to the ultimate development of the Project (as defined herein), as provided pursuant to Section 163.3220, Florida Statutes ("F.S."), *et. al.*;

WHEREAS, the Developer has since determined that a minor modification is required to the Pattern Book (as defined herein) and which also require a modification of the Master Development Agreement;

WHEREAS, Paragraph 22 of the Master Development Agreement states that the Master Development Agreement may be modified by written instrument signed by the City and the Developer after public hearing; and

WHEREAS, the City held a public hearing and, on the 27th day of February, 2013, the City approved the Developer's application to modify the Pattern Book and the Master Development Agreement pursuant to ~~Ordinance~~ ^{Resolution} No. 2013-18 (the "Modification Ordinance"); and

WHEREAS, the Developer and the City desire to amend and restate the Master Development Agreement as set forth herein.

NOW, THEREFORE, in consideration of the conditions, covenants and mutual promises hereinafter set forth, the Developer and City 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) "Comprehensive Plan" means the comprehensive plan in effect on the Effective Date, meeting the requirements of Chapter 163, F.S.
- (b) "Conceptual Master Plan" is that master development plan entitled "Doral Commons", prepared by Pascual, Perez, Kiliddjian & Associates, dated stamped received on February 6, 2013, and approved by the City, which regulates the nature of the streets and blocks and establishes building sites within the Property and, along with the Architectural Design and Development Criteria, govern the administrative review of all detailed development Site Plans for the Project.
- (c) "Developer" means the person undertaking the development of the Property, as defined in the preamble to this Agreement, or any successors or assigns thereof that (a) acquire an interest in any portion of the Property from Developer pursuant to sale or ground lease for the purpose of development and resale or sublease and (b) is specifically assigned rights as Developer hereunder by Developer pursuant to an express written assignment. Upon execution and recording of such assignment, the assignee will be deemed the Developer hereunder to the extent set forth in such assignment.
- (d) "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, or the dividing of land into three or more parcels and such other activities described in

Section 163.3221(4), F.S.; provided, however, that the activities and uses set forth in Section 163.3221(4)(b), F.S., shall not constitute Development.

- (e) "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.
- (f) "Effective Date" is the latter of the dates of recordation of this instrument or thirty days after this instrument has been received by the state land planning agency pursuant to Section 163.3239, F.S.
- (g) "Governing body" means the board of county commissioners of a county, the commission or council of an incorporated municipality, or any other chief governing body of a unit of local government.
- (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 in effect on the Effective Date, which have been enacted and 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) "Local Government" means any county or municipality or any special district or local governmental entity established pursuant to law which exercises regulatory authority over, and grants development permits for, land development.
- (l) "Pattern Book" is that master development plan entitled "Doral Commons," prepared by Pascual, Perez, Kiliddjian & Associates, dated stamped received February 6, 2013, consisting of 31 pages and approved by the City, which regulates the nature of the streets and blocks, establishes the lots and building sites within the Property, and governs the administrative review of any site plan for the Project.
- (m) "Project" means the development project approved pursuant to the Project Approval.
- (n) "Project Approval" is defined in Section 5 of this Agreement.

- (o) "Public Facilities" means major capital improvements, including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, educational, parks and recreational, and health systems and facilities.
- (p) "Site Plan" is comprised of a scaled and dimensioned site plan (with landscaping), elevation and typical floor plan submitted for administrative approval and reviewed for consistency with the Project Approval.
- (q) "Utility" includes any person, firm, corporation, association or political subdivision, whether private, municipal, county or cooperative, which is engaged in the sale, generation, provision or delivery of gas, electricity, heat, water, oil, sewer service, telephone service, telegraph service, radio service or telecommunication service.

3. Intent. It is the intent of the Developer 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 the Florida Local Government Development Agreement Act, Section 163.3220, F.S., *et. seq.*

4. Effective Date and Duration.

(a) This Agreement shall become effective on the Effective Date. The Agreement shall be recorded in the public records of Miami-Dade County and shall run with the land and shall be binding on all parties and all persons claiming under it for an initial term of fifteen (15) 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").

(c) The time frames set forth in this Agreement shall be considered stayed and tolled for the time lost resulting from the pendency of any City initiated moratorium, litigation or challenges that materially limits the ability of the Developer to continue development of the Project.

5. Permitted Development Uses and Building Intensities.

(a) Permitted Development Uses. Concurrently with the adoption and acceptance of this Agreement, the Developer has proffered and the City has accepted and adopted the Pattern Book and Conceptual Master Plan as the binding development criteria for the Property (collectively, the "Project Approval"). In granting the Project Approval, the City has determined and hereby concurs that the Project is consistent with the City's Comprehensive Plan and that the Project Approval accords with the Land Development Regulations. Upon execution of this Agreement and for the Term, the City confirms and agrees that the Property may be developed and used in the manner set forth in the Project Approval, the City's Comprehensive Plan, and Land Development Regulations. The official Project Approval documents are on file with the City.

- (i) Except as specifically set forth in Subsections 5(a)(ii) and (iii) below, this Agreement and the Project Approvals authorize all permitted uses (including those with special development requirements) provided in the Land Development Regulations and in a manner consistent with the underlying Comprehensive Plan Future Land Use Map designations for the Property.
- (ii) Gas stations may be located within the Property subject to the following conditions:
 - A. Gas stations shall not be permitted within one hundred feet (100') of the west side of the westerly right-of-way line of NW 104 Avenue or east of NW 104 Avenue.
 - B. Outdoor dining and table seating, take-out food service windows, and outdoor food-service vending carts are prohibited at said gas stations.
 - C. Associated sale of prepared and pre-packaged goods, food, and sundries are permitted within said gas stations.
 - D. On-site food preparation and sales are permitted within the premises of said gas stations between the hours of 7:00 a.m. to midnight and prohibited between the hours of midnight and 7:00 a.m.
- (iii) The following uses are expressly prohibited within the Property:
 - Adult entertainment;
 - Boat sales;
 - Fortune tellers, astrologers, and palm readers;
 - Funeral homes;
 - Greenhouses and nurseries (wholesale);
 - Laundry/dry cleaning plants;
 - Motor vehicle repair facilities;
 - Motor vehicle service centers;
 - Pawn shops; and
 - Tattoo parlors.

(b) Density, Building Heights, Setbacks and Intensities. The maximum density, heights, setbacks and intensities for any development on the Property shall be regulated by the Project Approval, the Land Development Regulations and the applicable provisions and designations in the Comprehensive Plan.

(c) Combining of Multiple Lots. The Developer reserves the ability to combine two or more single-family unit lots into single development sites. The reduction of residential density of the Project resulting from the combination of lots to form single development sites shall be deemed consistent with the Project Approval, the Land Development Regulations, and the applicable provisions and designations in the Comprehensive Plan.

(d) Residential Unit Type Mix. The Developer reserves the ability to modify the mix of the residential unit types to convert the mix of unit types between multi-family units, townhome units, and single-family units so long as said modification does not result in an overall increase of Project residential density. The reduction of residential density of the Project resulting from the modification of the residential unit type mix shall be deemed consistent with the Project Approval, the Land Development Regulations, and the applicable provisions and designations in the Comprehensive Plan.

(e) Mining and Excavation of Lake; Fill Material; Drainage. In consideration of the previous donation by Atlas Property II, LLC to the City of a ten (10) acre parcel of land lying north of the Property, the City and Developer intend to enter into Drainage Easement and Mining Agreement (the "Drainage Agreement"). It is understood that the Drainage Agreement is intended to provide that the City shall design a twenty-five (25) acre city park on the property abutting the Property on the north side (the "City Park") to include a lake for drainage storage, and fill purposes ("City Lake") of sufficient size to ensure that adequate fill will be available from the City Lake to fill the City Park and the Property and to grant the Developer certain easements and the right and privilege to (i) mine certain portions of the City Park property for limerock, asphaltum and kindred substances and (ii) use all of the drainage storage capacity of the City Lake resulting from such extractions as may be required for Developer's intended development of the Property. At no cost to the City, the Developer shall provide the City with sufficient fill material derived from the excavation of the City Lake to fill the City Park up to the level required by applicable flood protection regulations; provided, however, that the Developer shall not be required to provide the City with fill material in excess of that which is derived from the excavation of the City Lake. If, after the Developer provides the City with the fill material contemplated by the immediately preceding sentence, there remains the ability to obtain additional fill material from the City Lake, then the Developer shall be entitled to retain (free of charge from the City) all such remaining fill material and to use such fill material, as the Developer deems appropriate, for the benefit of the Property. Neither the City nor the Developer are obligated to enter into the Drainage Agreement. In the event that the parties fail to enter into a Drainage Agreement, this paragraph shall be of no further force and affect and the City and Developer may proceed with obtaining environmental resource permits, designing and developing their parcels independently.

6. Project Approval.

(a) The Project Approval authorizes the development of a Project that contemplates a development program that consists of 390 multi-family dwelling units, 274 single-family units, and 19.1 acres of commercial/office uses.

(b) Further Development Review. This Agreement and the Project Approval establish the criteria upon which the Project shall be developed during the Term and set forth the sole and exclusive limitation upon the development of the Project. Consistent with the foregoing, prior to the issuance of any building permit for any development within any portion of the Property, the Developer shall submit a Site Plan for the building site that includes the proposed building for administrative site plan approval by the City's Planning and Zoning Director. Site Plans for individual building sites shall be designed to generally conform to the Project Approval and the applicable provisions of the Land Development Regulations and

Comprehensive Plan. In addition, each Site Plan for a residential building shall include a schedule that shall specifically provide the number of residential units, bedrooms, bathrooms and the square footage of each residential unit shown on the Site Plan for that residential building. The administrative approval process shall not prohibit development of any Site Plan so long as the density of development and height of the structures within the development subject to the Site Plan is in substantial compliance with the Project Approvals, the applicable provisions of the Land Development Regulations and Comprehensive Plan, and generally consistent with the terms contained in this Agreement. In addition, it is specifically provided that newsracks placed within the Project will be in accordance with City standards. In the event that the City's Planning and Zoning Director does not approve the Site Plan, the Director shall render his or her decision by notifying the Developer (or its assigns as to such portion of the Property) in writing by certified mail, overnight express delivery or hand delivery. The Developer, or its assigns has the right to appeal the administrative decision directly to the City Council for the City Council to determine whether the City's Planning and Zoning Director erred in his or her decision to deny the approval of the Site Plan based on the Site Plan's conformance with this Agreement, the Project Approvals, and the applicable provisions of the Land Development Regulations and Comprehensive Plan. The City agrees to process any appeal to the City Council on an expedited basis and, in an absence of a force majeure event, agrees to hear and decide on any appeal within sixty (60) days from receipt of a letter from the Developer requesting such hearing addressed to the City Clerk that appeals the decision of the City's Planning and Zoning Director.

(c) Downzoning. For the Term of this Agreement, the City shall not downzone or otherwise limit the ability of the Developer to develop the Property in accordance with the Project Approvals and nothing shall prohibit the issuance of further development orders and approvals in conformity with same. The parties hereby agree that, upon written notice by the Developer to the City that it intends to abandon the Project (or any portion thereof), any limitations on the City set forth in this Section shall be waived as to the portion of the Project referenced in the written notice and, notwithstanding anything else to the contrary in this Agreement, the Developer shall have the right to develop the Property (or any portion thereof) in accordance with the then effective Comprehensive Plan and Land Development Regulations.

7. Access to Project. Entry gates may be installed at the Property access points. The entry gates shall open with the use of card readers, Knox call boxes, phone entry panels, or other similar access technology.

8. Construction and Dedication of Bikeway. To the extent permitted by Florida Power and Light ("FPL") and/or any other Utility or governmental agency having jurisdiction thereof, the Developer shall improve the land under the FPL service lines located along the west Property line by constructing a greenbelt with a linear bike path for cyclists and pedestrians, as shown on the Site Plan (the "Bikeway"). All improvements to the Bikeway shall be completed prior to the issuance of the Certificate of Occupancy for that dwelling unit representing 50% of the dwelling units on the Property. Upon completion of the improvements, approval by FPL if applicable, the Developer shall cause the recordation of an easement granting the use and enjoyment of the Bikeway to the public. The Developer shall include the maintenance of the Bikeway as part of any maintenance agreement for the Property. The City, at its discretion, may request the conveyance or dedication of all or a portion of the Bikeway. Upon written notice by the City, the Developer shall dedicate or convey all or a portion of the Bikeway inclusive of all

improvements and amenities to the City. Upon such dedication or conveyance, the City shall maintain the Bikeway at its sole cost and assume any and all liability associated with such ownership and encumbrances. In the event of the City's acceptance of the dedication of the Bikeway, nothing in this Paragraph shall be construed as a waiver by the Developer of its right to pursue impact fee credits for any and all work performed by the Developer for which impact fee credits can be awarded pursuant to the provisions of Paragraph 15 of this Agreement.

9. Notification of Proximity of Solid Waste Facility. The Developer shall provide each prospective purchaser or lessee within the Property with a written notification, acknowledgement, waiver, and release recognizing that the Property is located in proximity to the Miami-Dade County Resource Recovery Facility and the Miami-Dade County Ash Landfill. The Developer shall cause every prospective purchaser or lessee to execute the written notification, acknowledgement, waiver, and release in writing and the Developer shall record the executed written notification, acknowledgement, waiver, and release in the Public Records of Miami-Dade County, Florida. The terms of the Owners' obligation to provide said notification and the form of notification pursuant to Section 53-184 of the Land Development Regulations and attached hereto as Composite Exhibit "B."

10. Public Services and Facilities; Concurrency. The City and Developer have established what public facilities and services are required to service the Project, the entities responsible for providing such facilities and/or services. It is expressly acknowledged that the Project satisfies concurrency, including school concurrency per the determination made by the Miami-Dade County Public Schools on June 6, 2012 attached hereto as Exhibit "C." For purposes of concurrency review, it is hereby agreed that, throughout the Term of this Agreement, the City shall reserve and maintain available sufficient infrastructure capacities to serve this Project up to the full build-out contemplated by the Project Approval. All subsequent development orders or permits sought to be issued that are in general conformity with the Project Approval and this Agreement are hereby found to meet concurrency standards set forth in the Comprehensive Plan, as such standards may be amended from time to time and to be consistent with the Land Development Regulations, so long as the Developer develops the Property in general compliance with the terms and conditions contained within the Project Approval.

11. Public Transportation. The Developer shall design the roadway network within the Property to include accommodations for the City's Public Transportation infrastructure, such as bus bays and bus stops. The specific design and location shall be determined at the time of Site Plan approval,. Nothing in this Paragraph shall be construed as a waiver by the Developer of its right to pursue impact fee credits for any and all construction of roadway improvements by the Developer for which impact fee credits can be awarded pursuant to the provisions of Paragraph 15 of this Agreement.

12. Local Development Permits. The Property has not been the subject of any local Development Permits. The City may approve certain additional development permits in order for the Developer to complete the Project in a manner consistent with the Project Approval, the Land Development Regulations and Comprehensive Plan:

- (a) Site plan approvals;
- (b) Subdivision plat and/or waiver of plat approvals;

- (c) Water, sewer, paving and drainage and other infrastructure permits;
- (d) Covenant or Unity of Title acceptance or the release of existing unities or covenants;
- (e) Building permits;
- (f) Certificates of occupancy; and
- (g) Any other official action of the City and/or Miami-Dade County, Florida, having the effect of permitting the development of land.

13. Consistency with Comprehensive Plan. The City hereby finds that the development of the Property and completion of the Project in general conformity with the Project Approval is consistent with the applicable Land Development Regulations and Comprehensive Plan designation and shall not be subject to any future changes to the City's Land Development Regulations and Comprehensive Plan designation after the Effective Date and during the Term.

14. Necessity of Complying with Local Regulations Relative to Development Permits. The Developer 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 Developer 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 do not require the Developer to develop the Property in a manner that is inconsistent with the Project Approval.

15. Impact Fees. The impact fees that are in effect as of the Effective Date of this Agreement and that would apply to the development of the Project are specifically provided in Exhibit "D." It is agreed and understood by the parties that no other impact fees other than those listed in Exhibit "D" will apply to the development of the Project. No new impact fees or increases to the fees in existence as of the Effective Date shall be applied to the development of the Project during the Term. The City and Developer shall coordinate their efforts to derive the maximum benefit of any impact fee payments in favor of the Project and the City. Nothing in this Agreement shall be construed as a waiver by the Developer of its right to pursue impact fees for any and all work performed by the Developer for which impact fee credits can be awarded.

16. Reservation of Development Rights. For the Term, 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 existing laws and policies as of the Effective Date of this Agreement that are or may be applicable to the Property, subject to the conditions of this Agreement. The Property shall not be subject to downzoning, unit density or commercial or office intensity reduction, or any other limitation upon the development rights in effect upon the Effective Date of this Agreement and during the Term of this Agreement. However, nothing herein shall prohibit an increase in development density or intensity within the Project in a manner consistent with the Comprehensive Plan, provided that an increase in density shall result in pro rata adjustments to the impact fee benefits to the City provided in Section 15 of this Agreement.

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 estoppel, obtained or held by the Developer or its successors or assigns

to continue development of the Project in conformity with the Project Approval and all prior and 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.

17. Settlement Agreement. The Developer and the City are parties to a certain Settlement Agreement, dated June 12, 2005, as amended by that certain Amendment to Settlement Agreement, approved by the City on February 12, 2007 pursuant to Resolution No. 07-06, and as further amended by that certain Second Amendment to Settlement Agreement, recorded in Official Records Book 26842 at Page 4067 in the Public Records of Miami-Dade County, Florida (collectively, the "Settlement Agreement"). The Settlement Agreement was entered into to assure the City of the performance of certain obligations and the placement of certain restrictions on the Property, including infrastructure improvements, as a settlement to litigation proceedings. With the acceptance of this Agreement, it is acknowledged that the Developer has satisfied its obligations under the Settlement Agreement and that this Agreement will ensure the Developer's performance of its obligations in connection with the Project. Furthermore, the Director of the Planning and Zoning Department shall execute and deliver to the Developer for recording an instrument, in such form as may be approved by the City Attorney, releasing the Property from the obligations of the Settlement Agreement upon recordation of this First Amended and Restated Master Development Agreement.

18. Binding Effect. The obligations imposed pursuant to this Agreement upon the Developer 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 Developer, upon execution of this Agreement.

19. Governing Laws. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Developer 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.

20. 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, or mailed by certified or registered mail, return receipt requested, in a postage paid prepaid envelope, and addressed as follows:

If to City at: City Manager
 City of Doral
 8401 N.W. 53rd Terrace
 Doral, Florida 33166

With a copy to: City Attorney
 City of Doral
 8401 N.W. 53rd Terrace
 Doral, Florida 33166

If to Developer at: FDG Doral Commons, LLC
c/o Flagler Development Group
2855 LeJeune Rd, 4th Floor
Coral Gables, Florida 33134

With a copy to: Juan J. Mayol, Esq.
Holland & Knight, LLP
701 Brickell Avenue, Suite 3000
Miami, Florida 33131

21. Entire Agreement. This Agreement, together with the documents referenced herein, 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.

22. Modification, Amendment, and Release. This Agreement may not be modified, amended, or released, except by written instrument signed by the City and the Developer (and/or its assigns, which may include, but not be limited to a Community Development District and/or master property owners' association with appropriate authority over the Property), provided that such modification, amendment, release has been approved by the City after public hearing, pursuant to Sections 163.3225 and 163.3237, F.S.

23. Cancellation and Enforcement. In the event that the Developer or its successors and/or assigns fails to act in accordance with the terms of the Project Approval, the City shall seek enforcement of said violation upon the tract/building site or portion of that tract/building site in which the violation is alleged to occur and not the Property as a whole. 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.

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

25. Severability. If any Section, sentence, clause, paragraph, or phrase of this Agreement is to be invalidated or deemed unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

ATTEST:

Barbara Herrera

Barbara Herrera, City Clerk

CITY:

CITY OF DORAL, FLORIDA

A Florida municipal corporation

By: [Signature]

Print Name: J. Mark Taver

Title: Asst City Mgr

This 26 day of March, 2013

Approved as to form and legal sufficiency
by office of City Attorney for City of Doral,
Florida

[Signature]
City Attorney

WITNESSES:

Signature

Print Name

Signature

Print Name

DEVELOPER:

Terra Doral Commons, LLC
a Florida limited liability company

By:

Name: David MartinTitle: Manager

STATE OF FLORIDA)

SS.

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 21 day of February, 2013, by David Martin, as Manager of Terra Doral Commons, LLC, a Florida limited liability company, on behalf of the company. He/She is personally known to me or has produced as identification, and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:


Sandra Ramos
Notary Public, State of Florida

Sandra Ramos
Print Name

EXHIBIT "A"**LEGAL DESCRIPTION OF THE PROPERTY****TRACT "A"**

A PORTION OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 8, TOWNSHIP 53 SOUTH, RANGE 40 EAST IN MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 8; THENCE N01°43'29"W, AS BASIS OF BEARING ALONG THE WEST LINE OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 8, FOR A DISTANCE OF 120.55 FEET; THENCE N89°39'25"E FOR A DISTANCE OF 51.52 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE N01°43'29"W ALONG A LINE 51.50 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 8, FOR A DISTANCE OF 451.08 FEET; THENCE N03°11'19"W FOR A DISTANCE OF 158.71 FEET; THENCE N89°39'25"E ALONG A LINE 729.99 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 8, FOR A DISTANCE OF 2585.92 FEET; THENCE S01°43'57"E ALONG THE EAST LINE OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 8 FOR A DISTANCE OF 641.69 FEET; THENCE S89°39'25"W ALONG A LINE 88.50 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 8 FOR A DISTANCE OF 400.68 FEET TO A POINT OF CURVATURE; THENCE 408.05 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 7863.07 FEET AND A CENTRAL ANGLE OF 02°58'24" TO A POINT OF INTERSECTION WITH A REVERSE CURVE; THENCE 401.37 FEET ALONG THE ARC OF SAID REVERSE CURVE, SAID CURVE HAVING A RADIUS OF 7737.25 FEET AND A CENTRAL ANGLE OF 02°58'20" TO A POINT OF TANGENCY; THENCE N89°05'54"W FOR A DISTANCE OF 138.10 FEET; THENCE S89°39'25"W ALONG A LINE 70.50 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 8, FOR A DISTANCE OF 858.83 FEET; THENCE N77°56'08"W FOR A DISTANCE OF 51.20 FEET; THENCE S89°39'25"W ALONG A LINE 81.50 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 8, FOR A DISTANCE OF 285.84 FEET TO A POINT OF CURVATURE; THENCE 61.87 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 88°37'07" TO THE POINT OF BEGINNING. CONTAINING 1685,642 S.F, 38.7 ACRES, MORE OR LESS.

AND

TRACT "B"

A PORTION OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 8, TOWNSHIP 53 SOUTH, RANGE 40 EAST IN MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH $\frac{1}{4}$ CORNER OF SAID SECTION 8; THENCE N01°43'57"W, AS BASIS OF BEARING ALONG THE WEST LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 8, FOR A DISTANCE OF 88.52 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE N01°43'57"W ALONG THE WEST LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 8, FOR A DISTANCE OF 521.56 FEET; THENCE N89°39'25"E ALONG A LINE 609.90 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 8 FOR A DISTANCE OF 1452.64 FEET; THENCE S01°44'24"E FOR A DISTANCE OF 535.75 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, A RADIAL LINE TO SAID POINT BEARS N01°16'43"E; THENCE 225.20 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 7957.25 FEET AND A CENTRAL ANGLE OF 01°37'18" TO A POINT OF TANGENCY; THENCE S89°39'25"W ALONG A LINE 77.50 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 8 FOR A DISTANCE OF 785.57 FEET; THENCE N87°49'35"W FOR A DISTANCE OF 250.53 FEET; THENCE S89°39'25"W ALONG A LINE 88.50 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 8 FOR A DISTANCE OF 192.02 FEET TO THE POINT OF BEGINNING. CONTAINING 770,165 S.F., 17.68 ACRES, MORE OR LESS.

AND

TRACT "C"

A PORTION OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 8, TOWNSHIP 53 SOUTH, RANGE 40 EAST IN MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 8; THENCE S89°39'25"W, AS BASIS OF BEARING ALONG THE SOUTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 8, FOR A DISTANCE OF 82.54 FEET; THENCE N00°20'35"W FOR A DISTANCE OF 63.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE S89°39'25"W ALONG A LINE 63.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 8 FOR A DISTANCE OF 312.56 FEET; THENCE S88°51'00"W FOR A DISTANCE OF 337.61 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, A RADIAL LINE TO SAID

POINT BEARS S00°34'10"W; THENCE 272.23 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 7843.50 FEET AND A CENTRAL ANGLE OF 01°59'19" TO A POINT OF INTERSECTION WITH A REVERSE CURVE; THENCE 77.56 FEET ALONG THE ARC OF SAID REVERSE CURVE HAVING A RADIUS OF 7957.25 FEET AND A CENTRAL ANGLE OF 00°33'31"; THENCE N01°44'24"W FOR A DISTANCE OF 657.23 FEET; THENCE N89°39'25"E ALONG A LINE 727.88 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 8, FOR A DISTANCE OF 1080.49 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 8; THENCE S01°44'25"E ALONG THE EAST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 8, FOR A DISTANCE OF 623.12 FEET; THENCE S88°15'35"W FOR A DISTANCE OF 40.00 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, A RADIAL LINE TO SAID POINT BEARS N88°15'35"E; THENCE 63.81 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 91°23'50" TO THE POINT OF BEGINNING. CONTAINING 716,981 S.F., 16.46 ACRES, MORE OR LESS.

AND

TRACT "D"

A PORTION OF THE SOUTHEAST ¼ OF SECTION 8, TOWNSHIP 53 SOUTH, RANGE 40 EAST IN MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH ¼ CORNER OF SAID SECTION 8; THENCE N01°43'57"W, AS BASIS OF BEARING ALONG THE WEST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 8, FOR A DISTANCE OF 610.08 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE N01°43'57"W ALONG THE WEST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 8, FOR A DISTANCE OF 120.13 FEET; THENCE N89°39'25"E ALONG A LINE 730.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 8 FOR A DISTANCE OF 24.29 FEET; THENCE N01°44'24"W FOR A DISTANCE OF 489.78 FEET; THENCE N89°39'25"E ALONG A LINE 1219.63 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 8 FOR A DISTANCE OF 714.24 FEET; THENCE S01°44'24"E FOR A DISTANCE OF 609.91 FEET; THENCE S89°39'25"W ALONG A LINE 609.90 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 8 FOR A DISTANCE OF 738.55 FEET TO THE POINT OF BEGINNING. CONTAINING 438,409 S.F., 10.06 ACRES, MORE OR LESS. CONTAINING 82.90 ACRES MORE OR LESS.

EXHIBIT "B"**NOTIFICATION, ACKNOWLEDGMENT, WAIVER AND RELEASE OF
PROXIMITY OF SOLID WASTE FACILITY**

The purchasers (their heirs, successors, assigns), lessees, occupants and residents (hereinafter jointly and severally, the "Covenanters") are hereby advised and hereby acknowledge, agree and covenant as follows:

The subject property is located in proximity to the Miami-Dade County Resource Recovery Facility and the Miami-Dade County Ash Landfill, both of which are used in connection with the County's solid waste management and disposal activities, and operate 24 hours per day, 7 days a weeks. As a result, occupants of the property may be affected by odors, noise, or dust emanating from the Ash Landfill and Resource Recovery Facility (the "Facility") and truck traffic entering and exiting the Facility during daytime and nighttime hours.

The Covenanters agree that they do not object to the presence of the Resource Recovery Facility or the Ash Landfill, or their respective operations. The Covenanters agree that they waive and shall not raise any objection to the continued operation of the Facility. Further, the Covenanters waive and release Miami-Dade County from any and all liability for any past, present or future claims, and the Covenanters hereby agree not to file any claim or action against Miami-Dade County or the operator of the Facility, pertaining to or arising out of the current operations of the Facility. This waiver and release includes, but is not limited to, both non-constitutional and constitutional claims and actions (including, but not limited to, inverse condemnation, takings and nuisance), of any kind or other constitutional or non-constitutional claims of any kind or nature whatsoever. In the event that any paragraph or portion of this notice is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, it shall affect no other provision of this Notification, Acknowledgment, Waiver and Release ("Notice"), and the remainder of this Notice shall be valid and enforceable in accordance with its terms.

EXHIBIT "C"

MIAMI-DADE COUNTY PUBLIC SCHOOLS CONCURRENCY ANALYSIS


Miami-Dade County Public Schools
giving our students the world

Superintendent of Schools
Alberto M. Carvalho

Miami-Dade County School Board
Perla Tabares Hantman, Chair
Dr. Lawrence S. Feldman, Vice Chair
Dr. Dorothy Bundross-Mindingall
Carlos L. Curbelo
Renier Díaz de la Portilla
Dr. Wilbert "Toe" Holloway
Dr. Martin Karp
Dr. Maria Pérez
Raquel A. Regalado

June 6, 2012

VIA ELECTRONIC MAIL

Tracy R. Slavens, Esquire
Holland & Knight
701 Brickell Avenue, Suite 3000
Miami, Florida 33132

RE: PUBLIC SCHOOL CONCURRENCY PRELIMINARY ANALYSIS
DORAL COMMONS LAND USE AND REZONING PUD
LOCATED AT NW 74 STREET BETWEEN NW 97 AND NW 107 AVENUE
PH3512060100227 – Folio Nos. 3530080000040 and 3530080000042

Dear Applicant:

Pursuant to State Statutes and the Interlocal Agreements for Public School Facility Planning in Miami-Dade County, the above-referenced application was reviewed for compliance with Public School Concurrency. Accordingly, enclosed please find the School District's Preliminary Concurrency Analysis (Schools Planning Level Review).

As noted in the Preliminary Concurrency Analysis (Schools Planning Level Review), the proposed development would yield a maximum residential density of 274 single-family detached units and 108 multi-family units, which generate 130 students; 61 elementary, 30 middle and 37 senior high students. At this time, all three school levels have sufficient capacity available to serve the application. However, a final determination of Public School Concurrency and capacity reservation will only be made at the time of approval of final plat, site plan or functional equivalent. As such, this analysis does not constitute a Public School Concurrency approval.

Should you have any questions, please feel free to contact me at 305-995-4501.

Sincerely,

Ivan M. Rodriguez, R.A.
Director I

IMR:ir
L593
Enclosure

cc: Ms. Ana Rijo-Conde, AICP
Ms. Vivian G. Villaamil
City of Doral
School Concurrency Master File

Facilities Planning, Design and Sustainability
Ana Rijo-Conde, AICP, Eco-Sustainability Officer • 1450 N.E. 2nd Ave. • Suite 525 • Miami, FL 33132
305-995-7285 • 305-995-4760 (FAX) • arjo@dadeschools.net



Concurrency Management System (CMS)
Miami-Dade County Public Schools

Miami-Dade County Public Schools

Concurrency Management System Preliminary Concurrency Analysis

MDGPS Application Number: 20130240470 Local Government (LG): Doral
Date Application Received: 6/17/2013 9:12:27 AM LG Application Number: Doral Commons PLD
Type of Application: Public Hearing
Applicant's Name: Doral Commons Land Use and Zoning PUD
Address/Location: 10978 SW 92 Ave and SW 107 Ave
Master Folio Number: 33-00000000000000000000
Additional Folio Number(s): 33-00000000000000000000
PROPOSED # OF UNITS: 382
SINGLE-FAMILY DETACHED UNITS: 224
SINGLE-FAMILY ATTACHED UNITS: 2
MULTIFAMILY UNITS: 156

CONCURRENCY SERVICE AREA SCHOOLS						
CSA ID	Facility Name	Net Available Capacity	Seats Required	Seats Taken	LCIS Met	Source Type
6121	JOHN I SMITH K-8 (ELEM COMP)	-238	64	0	NO	Current CSA
6121	JOHN I SMITH K-8 (ELEM COMP)	0	64	0	NO	Current CSA Five Year Plan
6124	RUBEN DARIO COMMUNITY MIDDLE - JOHN I SMITH - EUGENIA B THOMAS - DR. ROLANDO ESPINOSA K-8 CENTERS (MID COMP) AND DORAL MIDDLE (PORTION)	-135	30	0	NO	Current CSA
6124	RUBEN DARIO COMMUNITY MIDDLE - JOHN I SMITH - EUGENIA B THOMAS - DR. ROLANDO ESPINOSA K-8 CENTERS (MID COMP) AND DORAL MIDDLE (PORTION)	0	30	0	NO	Current CSA Five Year Plan
7241	RONALD W. REAGAN/DORAL SENIOR HIGH SCHOOL	-7	39	0	NO	Current CSA
7241	RONALD W. REAGAN/DORAL SENIOR HIGH SCHOOL	5	39	0	NO	Current CSA Five Year Plan
ADJACENT SERVICE AREA SCHOOLS						
2111	HALEAH GARDENS ELEMENTARY	48	61	48	NO	Adjacent CSA
5381	E W F STIRRUP ELEMENTARY	18	13	13	YES	Adjacent CSA
6041	PAUL W BELL MIDDLE	331	30	30	YES	Adjacent CSA
7311	MIAMI SPRINGS SENIOR HIGH	89	14	14	YES	Adjacent CSA

*An Impact reduction of 17.64% included for charter and magnet schools (Schools of Choice).

MDGPS has conducted a preliminary public school concurrency review of this application; please see results above. A final determination of public school concurrency and capacity reservation will be made at the time of approval of plat, site plan or functional equivalent. **THIS ANALYSIS DOES NOT CONSTITUTE PUBLIC SCHOOL CONCURRENCY APPROVAL.**

1450 NE 2 Avenue, Room 525, Miami, Florida 33132 / 305-995-7934 / 305-995-4768 fax / concurrency@daedechschools.net

EXHIBIT "D"
IMPACT FEES

Applicable Impact Fee Provisions

- A. City Roadways: City of Doral Resolution No. 2006-16, as amended by Resolution No. 2008-05
- B. City Police: City of Doral Resolution No. 2007-12
- C. City Parks: City of Doral Resolution No. 2007-12
- D. County Roads: Chapter 33E, Miami-Dade Code
- E. County Fire and Medical Rescue Services: Chapter 33J, Miami-Dade Code
- F. County Water and Sewer: Chapter 32, Miami-Dade Code; Miami-Dade County Administrative Order No. 4-110
- G. County Educational Facilities: Chapter 33K, Miami-Dade

#11838424_v4

RESOLUTION 13-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING AND APPROVING THE MODIFICATION OF THE DORAL COMMONS PLANNED UNIT DEVELOPMENT, LOCATED ON NORTHWEST 74TH STREET BETWEEN NORTHWEST 97TH AVENUE AND NORTHWEST 107 AVENUE, IN THE CITY OF DORAL, MIAMI-DADE COUNTY, FLORIDA; PROVIDING FOR RECORDATION; PROVIDING AN EFFECTIVE DATE

WHEREAS, Terra Commons, LLC, ("Applicant") has requested approval of the modification of the Doral Commons Planned Unit Development Pattern Book and First Amended and Restated Master Development Agreement recorded in Official Records Book 28297 at Page 3336 of the Public Records of Miami-Dade County, Florida for the property generally locate on Northwest 74th Street between NW 97th Avenue and NW 107th Avenue, in the City of Doral, Miami-Dade County, Florida; and

WHEREAS, Council finds the deviation and change to the 1st Amendment of the Doral Commons PUD, to be a minor change to the plan, and does not further warrant a new development plan to be filed; and

WHEREAS, the proposed modification further promotes the City's Comprehensive Development Master Plan specifically Policy 1.1.8 which, encourages the development of single-family homes; and

WHEREAS, on February 27, 2013 the City Council, after careful review and deliberation, including a review of staff's recommendation, determined that it is in the best interests of the citizens of the City of Doral to approve the modified Site Plan, subject to conditions;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA THAT:

Section 1. The City Council of the City of Doral hereby approves Applicant's application for the modification of the Doral Commons Planned Unit Development Pattern Book and First Amended and Restated Master Development Agreement recorded in Official Records Book 28297 at Page 3336 of the Public Records of Miami-Dade County, Florida for the property generally located on Northwest 74th Street between NW 97th Avenue and NW 107th Avenue, in the City of Doral, Miami-Dade County, Florida

Section 2. This Resolution shall be recorded in the Public Records of Miami-Dade County, Florida and the Applicant shall pay the costs of recording said document.

Section 3. This resolution shall become effective upon its passage and adoption by the City Council.

Res. No. 13-18

Page 3 of 3

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

Mayor Luigi Boria	Yes
Vice Mayor Sandra Ruiz	Absent
Councilwoman Christi Fraga	Yes
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Bettina Rodriguez Aguilera	Yes

PASSED and ADOPTED this 27 day of February, 2013.



LUIGI BORIA, MAYOR

ATTEST:



BARBARA HERRERA, CITY CLERK

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



JIMMY MORALES, CITY ATTORNEY