

RESOLUTION No. 14-78

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA APPROVING THE THIRD AMENDMENT TO THE SETTLEMENT AGREEMENT BETWEEN FLORDADE,LLC AND 107 AVENUE DORAL PROPERTIES,LLC AND THE CITY OF DORAL; PROVIDING FOR RECORDATION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Flordade, LLC and 107 Avenue Doral Properties, LLC (“Applicants”) have requested an the Third Amendment to the Settlement Agreement for Section 8; and

WHEREAS, The original settlement agreement was entered into on June 12, 2005 and subsequently amended, in February 12, 2007, pursuant to Resolution 07-06; and on January 23, 2008, pursuant to Resolution Z08-03; and

WHEREAS, The purpose of this amendment is to modify paragraph 6 of the agreement to require a total of 384 single-family lots from being a minimum of 5000 square feet to an average lot size of 5000 square feet; and

WHEREAS, on May 28, 2014 the City Council held a public hearing and after careful review and deliberation, including review of staff’s recommendation, determined that it is in the best interest of the citizens of the City of Doral to approve the above referenced request.

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

Section 1. Recitals. The above recitals are true and correct and incorporated herein.

Section 2. Approval. The Mayor and City Council of the City of Doral hereby approves the Third Amendment to the Settlement Agreement, attached hereto and

incorporated herein as Exhibit "A":

Section 3. Recordation. This Resolution and the Third Amendment to the Settlement Agreement (Exhibit "A") shall be recorded in the Public Records of Dade County, Florida, with the Applicant to pay the cost thereof.

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

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

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

PASSED and ADOPTED this 28 day of May, 2014



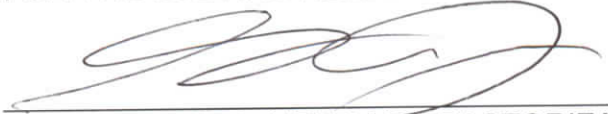
LUIGI BORIA, MAYOR

ATTEST:



BARBARA HERRERA, CITY CLERK

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



WEISS, SEROTA, HELFMAN, PASTORIZA
COLE AND BONISKE
CITY ATTORNEY

EXHIBIT “A”

THIRD AMENDMENT TO SETTLEMENT AGREEMENT

THIS THIRD AMENDMENT to Settlement Agreement ("Third Amendment") is entered into by and among (i) Flordade, LLC, a Florida limited liability company ("Flordade"), (ii) 107 Avenue Doral Properties, LLC ("107 Avenue"), and (iii) the City of Doral, a Florida municipal corporation (the "City").

WHEREAS, the subject property of the Agreement as amended by this Third Amendment is legally described in the attached Exhibit "A" (the "Property");

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 to address the concerns of the City with respect to the development of the subject property of said Settlement Agreement, and which was amended by that certain Amendment to Settlement Agreement, approved by the City of Doral on February 12, 2007, pursuant to Resolution No. 07-06, and by 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 (collectively, the "Agreement" and attached hereto as Exhibit "B");

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

WHEREAS, over time, the subject property of the Agreement has been divided into smaller parcels and conveyed to various owners;

WHEREAS, Atlas I transferred its interest in certain portions of the Property to Century Grand I, LLLP, a Florida limited liability limited partnership ("Century Grand");

WHEREAS, Century Grand subsequently transferred its interest in the Property to Flordade;

WHEREAS, Atlas I transferred its interest in certain portions of the Property to 107 Avenue;

WHEREAS, Atlas II transferred its interest in the Property to Atlas I and Atlas Property III, LLC, a Delaware limited liability company ("Atlas III");

WHEREAS, Atlas II and Atlas III transferred their interest in the Property to FDG Beacon Commons, LLC, a Delaware limited liability company;

WHEREAS, FDG Beacon Commons, LLC, subsequently changed its entity name to FDG Doral Commons, a Delaware limited liability company ("FDG");

WHEREAS, FDG transferred their interest in the Property to Terra Doral Commons, LLC, a Florida limited liability company ("Terra");

WHEREAS, the obligations and restrictions of the Agreement that applied to that certain +/-83 acre portion of the Property owned by Terra have been satisfied and the Agreement was partially released by the City pursuant to that certain Partial Release of Settlement Agreement recorded in Official Records Book 28316 at Page 1060 of the Public Records of Miami-Dade County, Florida;

WHEREAS, Terra is no longer a party to the Agreement;

WHEREAS, the parties wish to amend the Agreement in accordance with the terms and conditions as set forth below:

FROM:

"6. 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, Atlas I, Century Grand and FDG 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. An additional two hundred eight two (282) dwelling units may be developed as part of a mixed use project within Tract D or Tract E owned by FDG, as such tracts are described in the CDMP Application. Further, the maximum gross residential density, as defined in the Land Use Element of the CDMP, on the TND Property shall not exceed two thousand four hundred fifty four (2,454) dwelling units. In addition, Atlas I agrees that it shall set aside sufficient land within the Section 8 Residential Lands Property to permit the future development of a minimum of three hundred and eighty four (384) detached single family homes on lots with at least 5,000 square feet of area and four hundred and forty (440) platted, fee simple townhomes. Lastly, Atlas I agrees not to develop any more than one thousand two hundred and sixty (1260) multi-family units within the Property, excluding the TND Property, and that only fifty percent (50%) of said multi-family units may be designed and offered by Atlas I as rental units."

TO:

"6. 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 Unit 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."

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 do 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 Third Amendment 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:

"6. 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 Unit 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."

3. Except as specifically modified in this Third Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect. In the event of any inconsistency between the terms of this Third Amendment and the terms of the Agreement, then the terms of this Third Amendment shall control. This Third 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 Third 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 to any counterpart may be appended to any other counterpart.

5. This Third Amendment shall be recorded in the Public Records of Miami-Dade County, Florida, at the expense of Flordade.

[Signature Pages Follow]

Exhibit A**LEGAL DESCRIPTION DORAL BREEZE/ISLES AT GRAND BAY:**

All of DORAL BREEZE, according to the plat thereof, as recorded in Plat Book 169 at Page 48 of the Public Records of Miami-Dade County, Florida.

And

All of ISLES AT GRAND BAY, according to the plat thereof, as recorded in Plat Book 169 at Page 73 of the Public Records of Miami-Dade County, Florida.

TOGETHER WITH:**LEGAL DESCRIPTION GRAND BAY SOUTH:**

A portion 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 N89deg39min28secE, along the North Line of said Section 8, for a distance of 40.01 feet; thence S01deg43min29secE for a distance of 240.07 feet; thence N89deg39min28secE for a distance of 310.09 feet; thence S01deg43min29secE along the West Line of a 170.00 feet Wide Florida Power and Light Easement, as described in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida for a distance of 1348.81 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence N88deg16min31secE for a distance of 994.69 feet; thence N01deg42min31secW for a distance of 141.56 feet; thence N88deg17min29secE for a distance of 926.97 feet; thence N88deg15min36secE for a distance of 384.09 feet; thence S01deg44min24secE for a distance of 3156.70 feet; thence S89deg39min25secW, along a line that is parallel with and 730.00 feet North of the South line of Section 8, for a distance of 2307.30 feet; thence N01deg43min29secW, along the West Line of a 170.00 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 608.96 feet to a point of curvature of a circular curve to the right, concave to the Southeast; thence Northerly along the arc of said curve, having for its elements a radius of 23.00 feet, through a central angle of 12°33'07" for an arc distance of 5.04 feet; thence S88deg16min17secW, for a distance of 310.55 feet; thence N01deg43min29secW, 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 60.00 feet; thence N88deg16min17secE for a distance of 310.55 feet to its intersection with the arc of a circular curve to the right, concave to the Northeast, a radial line from said point bears N75deg42min56secE; thence Northerly along the arc of said curve, having for its elements a radius of 23.00 feet, through a central angle of 12°33'35" for an arc distance of 5.04 feet to a point of tangency; thence N01deg43min29secW, along the West line of said 170 feet wide Florida Power and Light Easement, for a distance of 1208.64 feet; thence S88deg16min31secW for a distance of 310.00 feet; thence N01deg43min29secW, along a line 40.00 feet East of and parallel with the West line of said Section 8, for a distance of 60.00 feet; thence N88deg16min31secE for a distance of 310.00 feet; thence N01deg43min29secW, along the West line of said 170 feet wide Florida Power and Light Easement, for a distance of 1012.05 feet to the POINT OF BEGINNING.

Containing 7,112,394.37 Square Feet or 163.28 Acres more or less.

TOGETHER WITH:**LEGAL DESCRIPTION GRAND BAY NORTH:**

A portion 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 N89deg39min28secE, along the North Line of said Section 8, for a distance of 40.01 feet; thence S01deg43min29secE for a distance of 93.28 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue S01deg43min29secE, along the last described line for a distance of 146.79 feet; thence N89deg39min28secE for a distance of 310.09 feet; thence S01deg43min29secE along the West Line of a 170.00 feet Wide Florida Power and Light Easement, as described in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida for a distance of 379.33 feet; thence S88deg16min31secW for a distance of 310.00 feet; thence S01deg43min29secE, along a line 40.00 feet East of and parallel with the West Line of said Section 8, for a distance of 60.00 feet; thence N88deg16min31secE for a distance of 310.00 feet; thence S01deg43min29secE along said West line of Florida Power and Light Easement for a distance of 909.48 feet; thence N88deg16min31secE for a distance of 994.69 feet; thence N01deg42min31secW for a distance of 141.56 feet; thence N88deg17min29secE for a distance of 926.97 feet; thence N88deg15min36secE for a distance of 384.09 feet; thence N01deg44min24secW for a distance of 172.21 feet; thence S89deg39min25secW for a distance of 60.02 feet; thence N01deg44min24secW for a distance of 1152.28 feet to a point of curvature of a circular curve to the left, concave to the Southwest; thence Northerly, Northwesterly and Westerly along the arc of said curve, having for its elements a radius of 28.00 feet, through a central angle of 88°36'08" for an arc distance of 43.30 feet to a point of tangency; thence S89deg39min28secW, along a line 40.00 feet South of and parallel with the North Line of said Section 8, for a distance of 2475.58 feet to a point of curvature of a circular curve to the left, concave to the Southeast; thence Westerly, Southwesterly and Southerly along the arc of said curve, having for its elements a radius of 52.00 feet, through a central angle of 91°22'57" for an arc distance of 82.94 feet to the POINT OF BEGINNING.

LESS AND EXCEPT:

The East 400.00 feet of the West 970.00 feet of the North 240.00 feet, and the East 450.00 feet of the West 970.00 feet of the South 250.00 feet of the North 490.00 feet of Section 8, Township 53 South, Range 40 East, Miami-Dade County, Florida; less all right-of-way of record.

Containing 3,138,062.77 Square Feet or 72.04 Acres more or less.

TOGETHER WITH**LEGAL DESCRIPTION MIDTOWN DORAL:**

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 $S01^{\circ}43'29''E$, along the West Line of the Northwest 1/4 of said Section 8, for a distance of 240.07 feet; thence $N89^{\circ}39'28''E$ for a distance of 40.01 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue $N89^{\circ}39'28''E$ for a distance of 310.09 feet; thence $S01^{\circ}43'29''E$, 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 refer to as Reference Point "A"; thence $S88^{\circ}16'31''W$ for a distance of 310.00 feet; thence $N01^{\circ}43'29''W$, along a line 40.00 feet East of and parallel with the said West Line of the Northwest 1/4 of said Section 8, for a distance of 386.81 feet to the POINT OF BEGINNING.

TOGETHER WITH:

COMMENCE at the aforementioned Reference Point "A"; thence $S01^{\circ}43'29''E$, 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 $S01^{\circ}43'29''E$, along the last described line for a distance of 508.24 feet to a point hereinafter refer to as Reference Point "B"; thence $S88^{\circ}16'31''W$ for a distance of 104.00 feet; thence $N01^{\circ}43'29''W$ for a distance of 100.00 feet; thence $S88^{\circ}16'31''W$ for a distance of 206.00 feet; thence $N01^{\circ}43'29''W$, 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 $N88^{\circ}16'31''E$ for a distance of 310.00 feet to the POINT OF BEGINNING.

TOGETHER WITH:

COMMENCE at the aforementioned Reference Point "B"; thence $S01^{\circ}43'29''E$, 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 $S01^{\circ}43'29''E$, along the last described line for a distance of 1363.29 feet to a point hereinafter refer to as Reference Point "C"; thence $S88^{\circ}16'31''W$ for a distance of 310.00 feet; thence $N01^{\circ}43'29''W$, 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 $N88^{\circ}16'31''E$ for a distance of 206.00 feet; thence $N01^{\circ}43'29''W$ for a distance of 104.32 feet; thence $N88^{\circ}16'31''E$ for a distance of 104.00 feet to the POINT OF BEGINNING.

TOGETHER WITH:

COMMENCE at the aforementioned Reference Point "C"; thence $S01^{\circ}43'29''E$, 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 $S01^{\circ}43'29''E$, along the last described line for a distance of 1208.64 feet to a point of curvature of a circular curve to the left, concave to the East; thence Southeasterly along the arc of said curve, having for its elements a radius of 23.00 feet, through a central angle of $12^{\circ}33'35''$ for

an arc distance of 5.04 feet; thence S88°16'17"W for a distance of 310.55 feet a point hereinafter refer to a Reference Point "D"; 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 1213.66 feet; thence N88°16'31"E for a distance of 310.00 feet to the POINT OF BEGINNING.

TOGETHER WITH:

COMMENCE at the aforementioned Reference Point "D"; thence S01°43'29"E, 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 60.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue S01deg43min29secE, along the last described line for a distance of 315.20 feet; thence S03°11'19"E, along 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, for a distance of 291.54 feet; thence N89°39'25"E, along a line 730.00 feet North of and parallel with the South Line of the Southwest 1/4 of said Section 8, for a distance of 302.64 feet; thence N01°43'29"W, 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 608.96 feet to a point of curvature of a circular curve to the right, concave to the East; thence Northeasterly along the arc of said curve, having for its elements a radius of 23.00 feet, through a central angle of 12°33'07" for an arc of 5.04 feet; thence S88°16'17"W for a distance of 310.55 feet to the POINT OF BEGINNING.

AND:

A portion of the West 1/2 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 S01deg43min29secE, along the West Line of the Northwest 1/4 of said Section 8, for a distance of 1096.08 feet; thence N88deg16min31secE for a distance of 40.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue N88deg16min31secE for a distance of 206.00 feet; thence S01deg43min29secE for a distance of 100.00 feet; thence N88deg16min31secE for a distance of 104.00 feet; thence S01deg43min29secE, 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 S88deg16min31secW for a distance of 104.00 feet; thence S01deg43min29secE for a distance of 104.32 feet; thence S88deg16min31secW 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 N01deg43min29secW, along the last described line for a distance of 254.32 feet to the POINT OF BEGINNING.

TOGETHER WITH

LEGAL DESCRIPTION CITY PARK:

A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida. Being more particularly described as follows:

COMMENCE at the SE corner of said Section 8, Township 53 South, Range 40 East; thence S89°39'25"W along the South line of said Section 8 for a distance of 1080.49 feet to the POINT OF BEGINNING of the following described parcel of land; thence continue S89°39'25"W along said line for a distance of 100.00 feet; thence N01°44'24"W for a distance of 610.00 feet; thence S89°39'25"W for a distance of 714.15 feet; thence N01°44'24"W for a distance of 610.00 feet; thence N89°39'25"E for a distance of 1008.87 feet; thence S01°44'24"E for a distance of 491.99 feet; thence S89°39'25"W for a distance of 194.72 feet; thence S01°44'24"E for a distance of 728.01 feet to the POINT OF BEGINNING.

A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida. Being more particularly described as follows:

COMMENCE at the SE corner of said Section 8, Township 53 South, Range 40 East; thence N01°44'25"W along the East line of said Section 8 for a distance of 728.01 feet to the POINT OF BEGINNING of the following described parcel of land; thence S89°39'25"W for a distance of 885.77 feet; thence N01°44'24"W for a distance of 491.99 feet; thence N89°39'25"E for a distance of 885.76 feet to a point on the East line of said Section 8; thence S01°44'25"E for a distance of 491.99 feet to the POINT OF BEGINNING.

Exhibit B

(Original Settlement Agreement, as Amended)