

**MEMORANDUM OF UNDERSTANDING FOR TURN LANE IMPROVEMENTS  
BETWEEN THE CITY OF DORAL AND UPLAND PARK PHASE 1, LLC**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2025 (the “Execution Date”), by and between the CITY OF DORAL, Florida, a Florida municipal corporation (“City”), and Upland Park Phase 1, LLC, a Delaware limited liability company (“Upland”).

**WITNESSETH:**

WHEREAS, Miami-Dade County Department of Transportation and Public Works (“County”) is the owner of 33.924 ± acres of real property located between NW 14 Street and NW 17 Street, immediately west of NW 118 Place in the City of Sweetwater, Miami-Dade County, Florida, as more particularly described in Exhibit “A” attached hereto and incorporated herein (the “Property”); and

WHEREAS, Upland has entered into a ground lease, as may be amended from time to time, with the County as memorialized by that certain Amended and Restated Memorandum of Lease Agreement (Phase I) as recorded in Official Records Book 33733 at Page 1669 of the Public Records of Miami-Dade County, Florida (the “Ground Lease”) with respect to the Property and has agreed to develop the Property consistent with an executed development agreement in order to promote usage of transit and to further economic development in the County; and

WHEREAS, as part of the proposed development, Upland is desirous of improving the southbound turn lane located at NW 25 Street and NW 117 Avenue Roadway Improvements Plan prepared by HSQ Group (“Turn Lane”) in conformity with the plans attached hereto as “Exhibit “B”; and

WHEREAS, the City has jurisdiction over the Turn Lane; and

WHEREAS, Upland and the City agree that upon satisfaction of the conditions in this Memorandum of Understanding (“MOU”), the City, as part of its planned roadway improvements, will undertake the construction of the proposed Turn Lane improvements as delineated below; and

NOW, THEREFORE, in consideration of the premises, the covenants and the agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

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

1. Recitals. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made part of this Resolution upon adoption hereof.
2. Proposed Turn Lane Improvements. The City of Doral agrees that it will construct the proposed Turn Lane improvements consistent with Exhibit “B”. The plans contemplate paving, drainage, pavement markings, signage improvements (“Turn Lane Improvements”).

1. 3. Payment to City for Turn Lane Improvements.

- a. In consideration for the Turn Lane Improvements, Upland agrees to pay the City the sum of Eighty-Nine Thousand Six Hundred Ninety and 68/100 Dollars (\$89,690.68) (the "Consideration").
- b. Upland shall pay the full amount of the Consideration to the City prior to the commencement of any work on the Turn Lane Improvements.
- c. If the Upland fails to make the required payment as agreed, the City shall have the right, in its sole discretion, to suspend or terminate the work on the Turn Lane Improvements without further obligation to Upland, and to pursue any and all remedies available to it under applicable law.
- d. All payments shall be made by certified check, wire transfer, or other method acceptable to the City, and shall be delivered to the address specified in the Notices section of this MOU.

4. Authorization of City Officials. The City Manager and the City Attorney are hereby authorized to take all steps necessary to execute the intent of this MOU

5. Notice. Any communication herein or by law required or permitted to be given shall be deemed sufficiently given upon the earlier of the date the notice is delivered to the address of the party notified or one (1) day after the day notice is mailed in the United States mail, by certified or registered mail, postage prepaid, or sent via a reputable overnight courier service with confirmation receipt, and addressed to the party to whom the notice is given as follows:

**A. As to Upland:**

Upland Park Phase 1, LLC  
3310 Mary Street, Suite 302  
Miami, FL 33131  
Attention: David Martin

With a copy to:

Holland & Knight LLP  
701 Brickell Avenue, Suite 3300  
Miami, FL 33131  
Attention: Joseph G. Goldstein, Esq.

**B. As to City:**

City of Doral c/o City Attorney's Office  
8401 NW 53 Terrace

Doral, FL 33166  
Attention: City Attorney

Or at such other address as shall be designated in written notice by a party hereto to the other party hereto.

6. **Waiver.** No provision of this MOU may be waived unless in writing and signed by the party against whom such waiver is sought to be enforced or unless both parties agree in writing to waive such provisions. The waiver at any time by Upland of one or more breaches of this MOU by City shall not be considered or deemed a waiver of any subsequent breach by City, and it is covenanted and agreed that any such waiver or waivers on the part of Upland shall not relieve City from thereafter carrying out this MOU in strict conformity with all of the terms and conditions hereof; nor shall any custom or practice which may grow up between the parties in the course of administering this MOU be construed to waive or lessen the rights of Developer to insist upon the provisions hereof.

7. **Governing Law.** This MOU shall be governed by, and construed in accordance with, the laws of the State of Florida, notwithstanding the residence or principal place of business of either party hereto, the place where this MOU may be executed by either party hereto or the provisions of any jurisdiction's conflict-of-laws principles.

8. **Venue.** Any action or proceeding arising out of or relating to this MOU shall be brought exclusively in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida. Each party hereby irrevocably consents to the jurisdiction and venue of such court.

9. **Dispute Resolution.**

- a. **Mediation.** Prior to commencing any litigation, the parties shall attempt in good faith to resolve any dispute arising out of or relating to this MOU through mediation. The mediation shall be conducted in Miami-Dade County, Florida, by a mediator mutually agreed upon by the parties or, if the parties cannot agree, by a mediator selected by the American Arbitration Association. The cost of the mediation shall be shared equally by the parties.
- b. **Litigation.** If the dispute is not resolved through mediation within sixty (60) days after the commencement of mediation, either party may proceed with litigation in accordance with Sections 5 and 6 of this MOU.
- c. **Prevailing Party Fees.** In the event of any litigation between the parties arising out of or relating to this MOU, the prevailing party shall be entitled to recover its reasonable attorneys' fees, expert witness fees, court costs, and other expenses incurred in connection with such litigation, including any appeals.

10. Public Records Retention.

- a. Upland acknowledges and agrees that the City is a public agency subject to Chapter 119, Florida Statutes, and that all records made or received by the City in connection with this Agreement are public records subject to public inspection unless exempt or confidential under Florida law.
- b. The Upland shall keep and maintain public records required by the City to perform the services contemplated by this Agreement and shall provide the public records to the City upon request.
- c. Upon completion of the Agreement, Upland shall transfer, at no cost, to the City all public records in its possession or keep and maintain such public records as required by the City.
- d. Upland shall meet all applicable requirements for retaining public records and shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

IF UPLAND HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO UPLANDS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DORAL FLORIDA, 8401 NW 53<sup>rd</sup> Terrace, Doral, Florida 33166, (305) 593-6725, [cityclerk@cityofdoral.com](mailto:cityclerk@cityofdoral.com)

13. Construction. The headings of sections in this MOU are provided for convenience only and shall not affect the construction or interpretation of such sections. All references herein to "Section" or "Sections" refer to the corresponding section or sections of this MOU. All words used in this MOU shall be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms. The terms "herein", "hereof", "hereto" or "hereunder" or similar terms shall be deemed to refer to this MOU as a whole and not to a particular section hereof.

1. Force Majeure. A party to this MOU may be excused from any performance required herein if such performance is rendered impossible or unfeasible due to any catastrophe or other major event beyond its reasonable control, including, without limitation, war, riot, and insurrection; laws, proclamations, edicts, ordinances, or regulations; strikes, lockouts, or other serious labor disputes; and floods, fires, explosions, or other natural disasters. When such events have abated, the non-performing party's obligations herein shall resume. However, events of Force Majeure shall not extend any period of time for written exercise of any rights by either party.

**15. Representations and Warranties.**

- a. Each party represents and warrants to the other party that:
  - i. It has full power and authority to enter into this MOU and to perform its obligations hereunder;
  - ii. The execution, delivery, and performance of this MOU have been duly authorized by all necessary corporate or governmental action;
  - iii. This MOU constitutes the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms; and
  - iv. Its execution, delivery, and performance of this MOU will not violate any agreement, instrument, law, order, or regulation to which it is a party or by which it is bound.

**16. Insurance and Indemnification.**

- a. The City shall maintain, or cause its contractors to maintain, appropriate insurance coverage for the construction of the Improvement, including but not limited to general liability insurance, workers' compensation insurance, and professional liability insurance, in accordance with the City's standard practices and applicable law.
- b. To the extent permitted by law and subject to the limitations of Section 768.28, Florida Statutes, each party (the "Indemnifying Party") shall defend, indemnify, and hold harmless the other party (the "Indemnified Party") from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from the Indemnifying Party's negligence or willful misconduct in connection with this MOU.

**17. Miscellaneous.**

- a. Entire Agreement. This MOU constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties, whether oral or written.
- b. Amendment. This MOU may be amended or modified only by a written instrument signed by both parties.
- c. Severability. If any term or provision of this MOU is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this MOU or invalidate or render unenforceable such term or provision in any other jurisdiction.
- d. Counterparts. This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the

same instrument. Delivery of an executed counterpart of a signature page to this MOU by facsimile or in electronic (e.g., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this MOU.

- e. Time of Essence. Time is of the essence with respect to the performance of the parties' obligations under this MOU.
- f. Binding Effect. This MOU shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
- g. No Third-Party Beneficiaries. This MOU is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this MOU.
- h. Relationship of the Parties. Nothing contained in this MOU shall be deemed or construed to create a partnership, joint venture, agency, or other relationship between the parties other than as expressly set forth herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the Effective Date.

**WITNESSES**

**UPLAND:**

By: \_\_\_\_\_

**UPLAND PARK PHASE 1, LLC,**  
a Delaware Limited Liability Company

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: David Martin

Print Name: \_\_\_\_\_

Title: Manager

STATE OF FLORIDA                    )  
  ) SS  
COUNTY OF MIAMI-DADE        )

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by David Martin, as Manager of UPLAND PARK PHASE 1, LLC, a Delaware limited liability company, on behalf of the limited liability company, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

Print Name: \_\_\_\_\_

Notary Public, State of Florida

Commission #: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**WITNESSES**

**CITY:**

By: \_\_\_\_\_

**CITY OF DORAL,**  
a Florida municipal corporation

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA                    )  
  ) SS  
COUNTY OF MIAMI-DADE         )

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_ of the CITY OF DORAL, a Florida municipal corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

Print Name: \_\_\_\_\_

Notary Public, State of Florida

Commission #: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_