

MEMORANDUM

Agenda Item No. 11(A)(5)

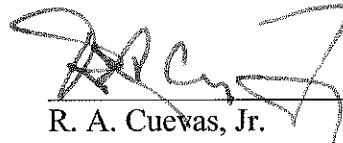
TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: July 2, 2013

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Resolution approving Agreement
for Water and Sanitary Sewage
Facilities with CM Doral
Development Company, LLC for
twenty year period; authorizing
payment not to exceed
\$700,000.00 for reconstruction of
Pump Station 14
Resolution No. R-592-13

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Jose "Pepe" Diaz.



R. A. Cuevas, Jr.
County Attorney

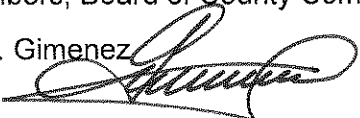
RAC/smm

Memorandum



Date: July 2, 2013

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Resolution approving a "Water and Sanitary Sewer Facilities Agreement" between the CM Doral Development Company, LLC and Miami-Dade County for the installation of water and sewer facilities and the reconstruction of County Regional Sewer Pump Station 14, waiving formal competitive bidding requirements of Section 2-8.1 of the Miami-Dade County Code, Section 5.03(D) of the Home Rule Charter, and Section 255.20 of the Florida Statutes

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution approving a "Water and Sanitary Sewer Facilities Agreement" for a twenty-year period between the CM Doral Development Company, LLC and Miami-Dade County through the Water and Sewer Department (WASD). The agreement includes payment by the County in an amount not to exceed \$700,000 for the maintenance and repair costs of County Regional Sewer Pump Station 14. The resolution also requests waiver of formal competitive bidding requirements of Section 2-8.1 of the Miami-Dade County Code, Section 5.03(D) of the Home Rule Charter and Section 255.20, Florida Statutes.

SCOPE

This agenda item provides for the reconstruction of County Pump Station 14 and other water and sewer improvements for the redevelopment of the approximately 1.2 million square foot Koger Office Park, located at approximately NW 53 Street, between NW 79 Avenue and NW 87 Avenue in the City of Doral, Commission District 12, Jose "Pepe" Diaz.

FISCAL IMPACT/FUNDING SOURCE

There is a fiscal impact to the County for the reconstruction of County Pump Station 14. As part of the attached "Water and Sanitary Sewer Facilities Agreement", the County has requested that CM Doral Development Company, LLC perform the reconstruction of County Regional Sewer Pump Station 14 and be responsible for forty percent (40%) of the reconstruction costs which will increase the capacity of the Pump Station. The County will assume responsibility for sixty percent (60%) of the reconstruction costs (not to exceed \$700,000.00) for a maintenance upgrade of County Regional Sewer Pump Station 14 to bring the Pump Station up to a point of reliability. Costs to be paid by the County will be funded by a combination of WASD Revenue Bonds Sold, WASD Future Revenue Bonds and Wastewater Renewal and Replacement Funds. This project is budgeted under OMB Project No. 9650371.

Other on-site water and sewer infrastructure improvements will be constructed at the Developer's and the Downtown Doral Community Development District's own expense (over \$3,000,000.00 of water and sewer improvements) and will be conveyed to the County.

TRACK RECORD/MONITOR

WASD's Assistant Director for Wastewater, Vicente E. Arrebola, P.E., will be responsible for overseeing the implementation of this agreement.


BACKGROUND

The City of Doral already approved the project proposed by CM Doral Development Company, LLC. The project consists of developing 213,895 square feet of retail/commercial (including office) use; 1,509,901 square feet of office use; 2,840 residential dwelling units; 100,000 square feet of municipal use (a portion of which may be office); and a school with up to 800 student stations.

Due to the scope of the project and in accordance with City of Doral regulations, the City of Doral and CM Doral Development Company, LLC entered into a contract with a twenty-year build-out term.

CM Doral Development Company, LLC requested that the County provide the attached "Water and Sanitary Sewer Facilities Agreement" with a twenty-year term pursuant to the projected twenty-year build-out period already established between the City of Doral and the Developer. The attached "Water and Sanitary Sewer Facilities Agreement" includes the terms and conditions for the construction of water and sewer facility improvements to the existing public infrastructure to be constructed at no cost to the County, and which said facilities will be conveyed to the County. In addition, as requested by the County, the "Water and Sanitary Sewer Facilities Agreement" calls for the reconstruction and expansion of County Regional Sewer Pump Station 14 to accommodate anticipated future growth. As stated previously under the Fiscal Impact Section, the County will assume responsibility for sixty percent (60%) of the costs of County Regional Sewer Pump Station 14. These reconstruction costs will be associated with maintenance upgrade of the Pump Station as long as it does not exceed \$700,000.00. WASD had already identified and budgeted for a maintenance upgrade for County Regional Sewer Pump Station 14, the scope of work for the upgrade did not include an increase in the capacity of the Pump Station. WASD had estimated a total project cost of \$700,000 including design, permitting, equipment and construction. The CM Doral Development Company, LLC will assume responsibility for forty percent (40%) of the reconstruction costs of County Regional Sewer Pump Station 14 which will increase the capacity of the Pump Station. WASD will not incur any costs related to expanding the capacity of the Pump Station which will save the Department approximately \$500,000.

In order for CM Doral Development Company, LLC to perform the repair and reconstruction of Pump Station 14, it is requested that the public bidding requirements be waived. It is in the best interest of the County to waive public bidding requirements as CM Doral Development Company, LLC is uniquely qualified to undertake the reconstruction of County Regional Sewer Pump Station 14, as they will already be performing on-site water and sewer infrastructure improvements valued at more than \$3,000,000.00 at their own cost with the objective of expanding the development of Downtown Doral.



Alina T. Hudak
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: July 2, 2013

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 11(A)(5)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's , 3/5's , unanimous) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(5)
7-2-13

RESOLUTION NO. R-592-13

RESOLUTION APPROVING AGREEMENT FOR WATER AND SANITARY SEWAGE FACILITIES WITH CM DORAL DEVELOPMENT COMPANY, LLC FOR TWENTY YEAR PERIOD; AUTHORIZING PAYMENT NOT TO EXCEED \$700,000.00 FOR RECONSTRUCTION OF PUMP STATION 14; WAIVING FORMAL COMPETITIVE BIDDING REQUIREMENTS OF SECTION 2-8.1 OF THE MIAMI-DADE COUNTY CODE, SECTION 5.03(D) OF THE HOME RULE CHARTER, AND SECTION 255.20, FLORIDA STATUTES, BY TWO-THIRDS VOTE OF THE BOARD; AND AUTHORIZING MAYOR OR MAYOR'S DESIGNEE TO EXECUTE AND EXERCISE PROVISIONS CONTAINED THEREIN

WHEREAS, the CM Doral Development Company, LLC, is the developer ("Developer") of those certain parcels of land commonly known as Downtown Doral ("Downtown Doral"), which is the redevelopment of the former approximately 1.2 million square foot Koger Office Park, located at approximately NW 53 Street, between NW 79 Avenue and NW 87 Avenue, within the City of Doral, Miami-Dade County, Florida; and

WHEREAS, the Downtown Doral project (the "Project") was approved by the City of Doral pursuant to City of Doral Ordinance No. 2006-05, as amended by City of Doral Ordinance 2012-08, and currently contemplates the development of 213,895 square feet of retail/commercial (including office) use; 1,509,901 square feet of office use; 2,840 residential dwelling units; 100,000 square feet of municipal use (a portion of which may be office); and a school with up to 800 student stations; and

WHEREAS, due to the scope of the Downtown Doral project and in accordance with City of Doral regulations, the City and Developer entered into a Master Development Agreement dated August 22, 2006, (the "Master Development Agreement"), which was subsequently amended on March 28, 2012; and

WHEREAS, the Master Development Agreement, as amended, contemplates the development of Downtown Doral over an extended period of 20 years (the "Buildout Period"); and

WHEREAS, the City's approvals of Downtown Doral and the Master Development Agreement, as amended, contemplate significant improvements to the existing public infrastructure already in existence within the Downtown Doral area, valued in excess of \$50 million (the "On-Site Infrastructure Improvements"); and

WHEREAS, in order to facilitate the On-Site Infrastructure Improvements, the Developer petitioned and, in June 2008, the County established a community development district known as the Downtown Doral Community Development District; and

WHEREAS, as part of the On-Site Infrastructure Improvements, the Developer and the Downtown Doral Community Development District will be installing over \$3 million of water and sewer improvements which will be conveyed to the County; and

WHEREAS, in addition to the On-Site Infrastructure Improvements, the County has identified that County Regional Sewer Pump Station 14 ("Pump Station 14") is extremely overburdened, is not operating efficiently, and is in need of repair; and

WHEREAS, the County has determined that the development of Downtown Doral, if built to its full development program, would result in the need to expand the capacity of Pump Station 14 and, based on County plans for Pump Station 14, such development would result in the use of between thirty and forty percent of the capacity of a repaired and rebuilt Pump Station 14; and

WHEREAS, the Developer has requested that the County provide a Water and Sanitary Sewerage Facilities Agreement ("Facilities Agreement") pursuant to the Water and Sewer Department's Rules and Regulations and Chapter 32 of the Miami-Dade County Code; and

WHEREAS, in light of the twenty (20) year Buildout Period, the Developer has requested that the County issue a Facilities Agreement with a twenty (20) year term; and

WHEREAS, as part of such Facilities Agreement, the County has also requested that the Developer perform the reconstruction of Pump Station 14, with the Developer responsible for forty percent (40%) of the cost of such reconstruction and the County reimbursing the Developer for sixty percent (60%) of such costs but not to exceed \$700,000.00; and

WHEREAS, CM Doral Development Company, LLC is uniquely qualified to undertake the reconstruction of Pump Station 14 as it is performing the Project including the On-Site Infrastructure Improvements that is affiliated with Pump Station 14; and

WHEREAS, the approval of a Facilities Agreement with a twenty year term and with the provision that the Developer is to perform the work on Pump Station 14 with a bid waiver requires approval of the Commission; and

WHEREAS, the County Mayor has recommended that a waiver of competitive bids is in the best interest of Miami-Dade County, such recommendation being attached hereto and incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The foregoing recitals are incorporated in this Resolution and approved.

Section 2. The Board approves the Agreement for Water and Sanitary Sewerage Facilities with CM Doral Development Company, LLC, in substantially the form attached hereto and made a part hereof; authorizes a payment not to exceed \$700,000.00 for reconstruction of Pump Station 14; finds it to be in the best interest of the County to waive formal bid procedures pursuant to Section 2-8.1 of the Miami-Dade County Code and Section 5.03(D) of the Home Rule Charter, and Section 255.20, Florida Statutes, by a two-thirds (2/3) vote of members of the

Board of County Commission; and authorizes the County Mayor or the Mayor's designee to execute the Agreement and exercise the provision contained therein.

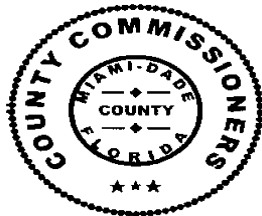
The Prime Sponsor of the foregoing resolution is Commissioner Jose "Pepe" Diaz. It was offered by Commissioner **Dennis C. Moss**, who moved its adoption. The motion was seconded by Commissioner **Xavier L. Suarez** and upon being put to a vote, the vote was as follows:

	Rebeca Sosa, Chairwoman	aye
	Lynda Bell, Vice Chair	aye
Bruno A. Barreiro	absent	Esteban L. Bovo, Jr. absent
Jose "Pepe" Diaz	aye	Audrey M. Edmonson aye
Sally A. Heyman	aye	Barbara J. Jordan aye
Jean Monestime	aye	Dennis C. Moss aye
Sen. Javier D. Souto	aye	Xavier L. Suarez aye
Juan C. Zapata	aye	

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of July, 2013. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK



By: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Henry N. Gillman

DOWNTOWN DORAL MASTER AGREEMENT, ID# 20952

**AGREEMENT
FOR
WATER AND SANITARY SEWAGE FACILITIES
BETWEEN
MIAMI-DADE COUNTY
AND
CM DORAL DEVELOPMENT COMPANY LLC**

This instrument prepared by:

**Nora Palou
New Business
New Business Section
Miami-Dade Water and Sewer Department
3575 S. LeJeune Road
Miami, Florida 33146-2221**

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DOWNTOWN DORAL MASTER AGREEMENT, ID# 20952

THIS AGREEMENT, made and entered into at Miami-Dade County, Florida, this _____ day of _____, 2013 by and between **Miami-Dade County**, a political subdivision of the State of Florida, hereinafter designated as the "**COUNTY**", whose mailing address is: c/o Miami-Dade Water and Sewer Department, P.O. Box 330316, Miami, Florida 33233-0316, and **CM Doral Development Company LLC**, a Delaware limited liability company, hereinafter designated as the "**DEVELOPER**", whose mailing address is: c/o J.P. Morgan Investment Management Inc. 270 Park Avenue, New York, New York 10017.

WITNESSETH:

WHEREAS, the **Miami-Dade Water and Sewer Department**, hereinafter designated as the "**DEPARTMENT**", operates the water and sewage systems owned by the **COUNTY**; and

WHEREAS, the **CM Doral Development Company LLC**, is the Developer ("**DEVELOPER**"), but not the fee owner, of those certain parcels of land located within the boundaries of the City commonly known as Downtown Doral ("Downtown Doral"), which is the redevelopment of the former approximately 1.2 million square foot Koger Office Park, located at approximately N.W. 53 Street, between NW 79 Avenue and N.W. 87 Avenue, within the City of Doral, Miami-Dade County, Florida ("Exhibit D");

WHEREAS, the Downtown Doral Project (the "**PROJECT**") was approved by the City of Doral pursuant to City of Doral Ordinance No. 2006-05, as amended by the City of Doral Ordinance 2012-08, and currently contemplates the development of 213,895 square feet of retail/commercial (including office) use; 1,509,901 square feet of office use; 2,840 residential dwelling units; 100,000 square feet of municipal use (a portion of which may be office); and a school with up to 800 student stations;

WHEREAS, due to the scope of the Downtown Doral project and in accordance with City of Doral regulations, the City and Developer entered into a Master Development Agreement dated August 22, 2006, and recorded in Official Records Book 24968 at Page 2689 in the Public Records of Miami-Dade County, Florida (the "Master Development Agreement"); and

WHEREAS, the Master Development Agreement was amended by the First Amendment to Master Development Agreement, dated March 28, 2012 and recorded in Official Records Book 28099 at Page 1 in the Public Records of Miami-Dade County, Florida (the "First Amendment to Master Development Agreement"); and

DOWNTOWN DORAL MASTER AGREEMENT, ID# 20952

WHEREAS, the First Amendment to Master Development Agreement contemplates the development of Downtown Doral over an extended period of twenty (20) years (the "Buildout Period"); and

WHEREAS, the City's approvals of Downtown Doral and the First Amendment to Master Development Agreement, contemplate significant improvements to the existing public infrastructure already in existence within the Downtown Doral area, valued in excess of \$50 million (the "On-Site Infrastructure Improvements"); and

WHEREAS, in order to facilitate the installation of the On-Site Infrastructure Improvements, the Developer petitioned and, during June 2008, the County established a community development district known as the Downtown Doral Community Development District (the "CDD"); and

WHEREAS, as part of the On-Site Infrastructure Improvements, the Developer and/or the CDD will be installing over \$3 million of water and sewer improvements which will be conveyed to the County; and

WHEREAS, in addition to the On-Site Infrastructure Improvements, the County has identified that the County Sewer Pump Station 14 ("PS 14") is in need of reconstruction or replacement to comply with the United States of America Environmental Protection Agency ("EPA") peak flow requirements with the addition of the anticipated future flows within the **PROPERTY**; and

WHEREAS, the County has determined that the development of Downtown Doral, if built to its full development program, would result in the need to expand the capacity of PS 14; and

WHEREAS, based on County plans for PS 14, the Downtown Doral development at full build-out would result in the use of between thirty percent (30%) and forty percent (40%) of the capacity of a reconstructed or replaced PS 14; and

WHEREAS, the Developer has requested that the County provide a Water and Sanitary Sewage Facilities Agreement ("Facilities Agreement") pursuant to the Department's Rules and Regulations and Chapter 32 of the Miami-Dade County Code; and

WHEREAS, the County, on May 29, 2013, offered CM Doral Development Company LLC, a Facilities Agreement for the construction of water and sanitary sewage facilities and for the provision of water and sewage disposal services for the property legally described in the

DOWNTOWN DORAL MASTER AGREEMENT, ID# 20952

"Downtown Doral Master Agreement", ID# 20952 agreement, located within the scope of the Downtown Doral project; and

WHEREAS, in light of the anticipated twenty (20) year Buildout Period, the Developer has requested that the County issue the aforementioned Facilities Agreement with a twenty (20) year term; allowing the Department to re-assign gallonage credit within the **PROPERTY** and/or plat if said credit is related to a property folio which change of-use would not require the consumption of any gallons per day (GPD) and when such new use is a passive park;

WHEREAS, as part of such Facilities Agreement, the County has also requested that the Developer conduct the reconstruction or replacement of PS 14 and be responsible for forty percent (40%) of the cost of such reconstruction or replacement and with the County reimbursing the Developer for sixty percent (60%) of such costs not to exceed seven hundred thousand dollars (\$700,000.00); for which scope of work the Commission needs to waive public bidding requirements.

NOW, THEREFORE, in consideration of the mutual covenants entered into between the parties hereto to be made and performed and in consideration of the benefits to accrue to each of the respective parties, it is covenanted and agreed to as follows:

1. **PROPERTY**. The **DEVELOPER** is the master developer of a certain tract of land in Miami-Dade County, Florida, which is legally described in **Exhibit "A"** attached hereto and made a part hereof, hereinafter sometimes described as the "**PROPERTY**". The **DEVELOPER**, with the joinder of the fee simple owners of the **PROPERTY** (the "**Fee Owners**"), has requested that the **DEPARTMENT** render water and sewer service to the **PROPERTY** and the **COUNTY** agrees to do so subject to the terms, covenants and conditions contained herein.

2. **WAIVER**. No delay or failure to exercise a right under this Agreement or any other Agreement shall impair or shall be construed to be a waiver thereof. No waiver or indulgence of any breach of this Agreement or series of breaches shall be deemed or construed as a waiver of any other breach of same or as voiding or altering any other obligation of the parties under this Agreement or any other Agreement. No order or directive given by the **COUNTY** or its agents shall be considered as waiving any portion of this Agreement unless done in writing by a person having actual authority to grant such waiver.

3. **DEVELOPER ACKNOWLEDGMENT**. The **DEVELOPER** or **Fee Owner**, as applicable, hereby acknowledges and agrees that any right to connect the **PROPERTY** to the **COUNTY'S** sewage system is subject to the terms, covenants and conditions set forth in the following Agreements and Orders as currently in effect or as amended: Settlement Agreement

DOWNTOWN DORAL MASTER AGREEMENT, ID# 20952

between the State of Florida Department of Environmental Protection, hereinafter designated as the "DEP", and the COUNTY dated July 27, 1993; the First Amendment to the Settlement Agreement between DEP and the COUNTY dated December 21, 1995; the First Partial Consent Decree and the Second and Final Partial Consent Decree entered in the case of United States of America Environmental Protection Agency (EPA) vs. Metropolitan Dade County (Case Number 93-1109 CIV-Moreno); the Consent Order between DEP and the COUNTY filed on April 29, 2004; and court orders, judgments, consent orders, consent decrees and the like entered into between the COUNTY and the United States, the State of Florida and/or any other governmental entity, and all other current, subsequent or future enforcement and regulatory actions and proceedings.

4. **PROVISION OF SERVICE AND CONNECTION CHARGES.** The COUNTY will provide an adequate domestic water supply for the PROPERTY and will receive and dispose of sanitary sewage from the PROPERTY. The DEVELOPER or Fee Owner, as applicable, shall pay water and sewer connection charges for all those units to be constructed on the PROPERTY subject to the limitations specified herein. The DEVELOPER acknowledges that, to the extent that water or sewer service will ultimately be rendered to the PROPERTY or portion thereof by a volume customer, the DEVELOPER or Fee Owner, as applicable is a new retail user provided water or sewer service from a volume customer, and acknowledges that it is responsible for payment of connection charges; however, in the event that water or sewer service is provided directly by the COUNTY, the DEVELOPER or Fee Owner, as applicable, acknowledges that it is a new retail customer of the COUNTY and accordingly also liable for payment of connection charges. The DEVELOPER or Fee Owner, as applicable, may be considered both a new retail customer and a new retail user provided service by a volume customer in the event that the COUNTY provides water service to the PROPERTY and a volume customer provides sewer service, or vice-versa. The connection charges are based on the average daily gallons for the various building units and/or use as shown on Exhibit "B" attached hereto and made a part hereof, and as revised by the COUNTY from time to time, multiplied by the applicable rates established by the COUNTY.

The DEVELOPER or Fee Owner, as applicable, has demolished structures previously connected to the County's water and sewer systems representing an average daily gallonage credit of fifty-one thousand one hundred seventeen (51,117) gallons as follows:

<u>Type and Number of Units</u>	<u>GPD CREDIT (gallons per day)</u>
1,009,709 sq-ft of office building	50,485 GPD (gallons per day)
54,614 sq-ft of warehouse	546 GPD (gallons per day)
Total:	51,117

DOWNTOWN DORAL MASTER AGREEMENT, ID# 20952

The **DEVELOPER** or **Fee Owner**, as applicable, proposes to construct and connect building units representing an average daily gallonage of four hundred two thousand six hundred eighty-two (402,682) gallons as follows:

<u>Type and Number of Units</u>	<u>GPD (gallons per day)</u>
220,000 sq-ft of office building	11,000
25 townhome units	4,500
67,950 sq-ft of full service restaurant	67,950
22,650 sq-ft of retail store	2,265
295,148 sq-ft of school	35,417
1,877 apartment units	281,550
Total:	402,682

Therefore, the agreed total average daily gallonage increase is three hundred fifty-one thousand five hundred sixty-five (351,565) gallons, resulting in combined water and sewer connection charges in the amount of two million four hundred fifty-seven thousand four hundred thirty-nine dollars and thirty-five cents (\$2,457,439.35). However, water and sewer connection charges shall be calculated at the rates in effect at the time of issuance of Verification Form(s). The **DEPARTMENT'S** current connection charge rates are one dollar and thirty-nine cents (\$1.39) and five dollars and sixty cents (\$5.60) per gallon per day for water and sewer, respectively. The water and sewer connection charge rates are subject to revision by the Board of County Commissioners at any time. The **DEPARTMENT** shall allow the gallonage credits for the previously existing and connected structures shown above that will be or have been demolished within the **PROPERTY**. However, it is the **DEVELOPER'S** or **Fee Owner's**, as applicable, sole responsibility to provide the **DEPARTMENT** with sufficient evidence of completed demolition, which shall include type, size, and/or number of units for said previous structures using **Exhibit "B"**, subject to review and approval of the **COUNTY** prior to the **DEPARTMENT** allowing any gallonage credits and/or re-assignment of credits within the **PROPERTY**. The **DEVELOPER** or **Fee Owner**, as applicable, shall request aforementioned credit and/or re-assignment at the time of issuance of Verifications Form(s), when fees and/or charges specified herein shall be paid. The **DEPARTMENT** shall not, under any circumstances, render water and sewer service to the **PROPERTY** for a particular project until such time as the fees and/or charges specified herein have been paid in full.

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5. **AVERAGE DAILY GALLONAGE (GPD) CREDIT RE-ASSIGNMENT.** The **DEPARTMENT** may re-assign identified average daily gallonage credit, from previously existing and connected structures shown in Paragraph 4, if said credit is related to a property folio which change of use would not require the consumption of any gallons per day (GPD) when such new use is a passive park. Once the credit has been transferred from the preexisting structure which has become a passive park, the land from which the credit was transferred will be identified as the equivalent of vacant land and no credits are available for future changes of use. The **DEPARTMENT** shall allow the application of said credits to another specific structure within the **PROPERTY** and/or plat. The **DEVELOPER** or **Fee Owner**, as applicable, shall request aforementioned credit re-assignment at the time of issuance of Verifications Form(s), when fees and/or charges specified herein above shall be paid.

6. **OTHER USES ON THE PROPERTY.** If the **DEVELOPER** or **Fee Owner**, as applicable, constructs buildings other than those outlined in paragraph 4 above, or otherwise changes the use of structures built such that paragraph 4 is no longer an accurate description of the uses at the **PROPERTY**, the **COUNTY** shall determine if additional capacity is needed, as calculated using the "Schedule of Daily Rated Gallonage for Various Occupancy" table attached as **Exhibit "B"** hereto, as it may be revised by the **COUNTY** from time to time. If additional capacity is required, connection charges, computed at prevailing rates, capacity allocation, if available, and construction connection charges, if any, shall be required to be paid by the **DEVELOPER** or **Fee Owner**, as applicable. If requested by the **DEPARTMENT**, the **DEVELOPER** or **Fee Owner**, as applicable, or its successors and/or assigns shall provide the **COUNTY** a list of all tenants and building units and/or use prior to the installation of any water meters and/or rendition of sewer service by the **COUNTY** for the **PROPERTY**.

7. **POINTS OF CONNECTION.** Portions of the **PROPERTY** that are to be developed with low and medium density residential uses and areas designated for public schools and public parks shall connect to any of the existing eight (8) inch or larger water mains within the **PROPERTY** and/or in public right-of way. Any public water main extension within the **PROPERTY** shall be eight (8) inch minimum in diameter. Portions of the **PROPERTY** to be developed with high density residential, business, or commercial uses shall connect to any of the existing twelve (12) inch or larger water mains within the **PROPERTY** and/or in public right-of-way. Any public water main extension within the **PROPERTY** shall be twelve (12) inch minimum diameter. For all areas, if two (2) or more fire hydrants are to be connected to a public water main extension within the **PROPERTY**, the water system shall be looped with two (2) points of connection. The **COUNTY** also owns and operates an existing ten (10) inch gravity sewer main located in N.W. 53 Street at N.W. 84 Avenue, manhole number eighteen (m.h. #18), to which the **DEVELOPER** or **Fee Owner**, as applicable, shall connect and replace approximately one thousand one hundred eighty-two (1,182) lineal feet of

existing ten (10) inch gravity sewer and three hundred (300) lineal feet of twelve (12) inch gravity sewer mains, from m.h. #18 to manhole number one (m.h. #1), with sixteen (16) inch gravity sewer mains, matching the existing inverts. The **DEVELOPER** or **Fee Owner**, as applicable, may also connect to any of the existing gravity sewers within the **PROPERTY** and/or in public right-of-way. All portions of the **PROPERTY** shall be required to have abutting eight (8) inch gravity sewer main minimum diameter for connection, provided there is sufficient depth and that there are no obstacles which would preclude construction of the sewer. Any other public gravity sewer main extension within the **PROPERTY** shall be eight (8) inches minimum in diameter. PS 14 must be reconstructed or replaced. From PS 14 the **DEVELOPER** or **Fee Owner**, as applicable, shall connect and extend a sixteen (16) inch force main easterly in N.W. 54 Street to N.W. 79 Avenue, and provide a sixteen (16) inch by twenty-four (24) inch reducer with twenty-four (24) inch tee and valve connection to the existing twenty (20) inch force main in N.W. 79 Avenue at N.W. 54 Street, valve will be closed and used for emergency operation.

8. **SPECIAL CONDITION FOR SEWAGE PUMPING STATION PS 14**. The **DEVELOPER** or **Fee Owner**, as applicable, hereby acknowledges that the **COUNTY'S** PS 14 located in 8340 N.W. 54 Street, which will serve the **PROPERTY**, is in need of reconstruction or replacement to comply with **EPA** peak flow requirements with the addition of the anticipated future flows for future development within **PROPERTY**. Therefore, said reconstruction or replacement of PS 14 shall constitute a condition precedent to any obligation on the part of the **COUNTY** to provide service to the **PROPERTY**, provided however that the service shall be provided to the extent that the **PROPERTY** has credits and that capacity is otherwise available. The **DEVELOPER** or **Fee Owner** as applicable shall complete and convey to the **COUNTY** the reconstruction or replacement in accordance with plans and specifications to be approved by the **COUNTY** and in such a manner that there will be no interruption of services to the **COUNTY'S** existing customers. Notwithstanding the preceding, nothing contained herein shall obligate the **COUNTY** to provide service to the **PROPERTY** if said service is in contravention to any federal, state or local legislation or rules or any consent order or other order binding on the **COUNTY**.

9. **DORAL BASIN SPECIAL SEWER CONNECTION CHARGE**. The **COUNTY** hereby represents and the **DEVELOPER** or **Fee Owner**, as applicable, acknowledges that the wastewater collection/transmission system serving the basin wherein the **DEVELOPER'S** or **Fee Owner's** property is located, at the present time may not meet **COUNTY** criteria for conveying additional flows, including those of the proposed development within the **DEVELOPER'S** or **Fee Owner's** property as specified in paragraphs four (4) and six (6) hereinabove. The **COUNTY** intends to construct the necessary improvements, and is currently reviewing the area to determine exactly what is necessary. Following said review, the **COUNTY** intends to construct the necessary improvements, and is proposing to adopt a

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special connection charge to pay for the construction of necessary improvements by action of the Miami-Dade Board of County Commissioners (**BCC**) for all new projects in a specifically defined area. The **DEVELOPER** or **Fee Owner**, as applicable, acknowledges and agrees that it shall pay to the **COUNTY** said special connection charge, which is estimated not to exceed ten dollars (\$10.00) per gallon per day, multiplied by the gallonage as specified in paragraphs four (4) and six (6) hereinabove, to be connected to the **COUNTY'S** sewer system. The actual amount pursuant to the Verification Form is due in full ten (10) days following the effective date of the legislation creating the special connection charge if this **AGREEMENT** has been executed prior to the **BCC's** approval of said legislation. Said payment shall be a condition precedent to any obligation on the part of the **COUNTY** to provide service to the property. Once the **BCC** has considered and taken action on the issue of the special connection charge for the area where this property is located, the **DEPARTMENT** shall furnish to the **DEVELOPER** or **Fee Owner**, as applicable, an Addendum to this **AGREEMENT**, which either (a) outlines the exact amount due and cites the legislation passed by the **BCC** or (b) makes clear that the special connection charge was not approved by the **BCC**. Notwithstanding the preceding, the **DEVELOPER** or **Fee Owner**, as applicable, acknowledges that nothing in this **AGREEMENT** warrants or affirms that the **BCC** will approve any type of legislation regarding the necessary improvements to the **COUNTY'S** sewer system. Such decision is within the sole and absolute discretion of the **BCC**. In addition, nothing contained herein shall obligate the **COUNTY** to provide service to the property if said service is in contravention to any federal, state or local legislation or consent order or any other order binding on the County. The **DEPARTMENT** makes no representations as to the likely date the referenced improvements will be placed into service, and the **DEVELOPER** or **Fee Owner**, as applicable, shall have no cause of action, at law or equity, against the **COUNTY** relating to or arising out of the construction of said improvements.

10. **PAYMENT FOR RECONSTRUCTION AND/OR REPLACEMENT OF PS 14.** All costs of the reconstruction and/or replacement of PS 14 will be shared by the **DEVELOPER** or **Fee Owner**, as applicable, and the **COUNTY** as follows:

- a. The **DEVELOPER** or **Fee Owner**, as applicable, will be responsible for forty percent (40%) of the cost of required reconstruction and/or replacement of PS 14;
- b. The **COUNTY** will be responsible for reimbursing sixty percent (60%) of the cost of such reconstruction and/or replacement of PS 14 not to exceed seven hundred thousand dollars (\$700,000.00).

The **COUNTY** shall pay sixty percent (60%) of the total shared cost for the reconstruction and/or replacement of PS 14 to the **DEVELOPER** or **Fee Owner**, as applicable, but such amount shall not exceed seven hundred thousand dollars (\$700,000). The **DEVELOPER** or **Fee Owner**, as applicable, shall receive and accept the compensation from the **COUNTY** as herein provided in one lump sum payment when said facilities are properly conveyed to the

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COUNTY and said sewer facilities are placed into service. Payment will be made within one hundred twenty (120) days following receipt of invoice following completion and upon submittal of all required documentation including, but not limited to, release of liens to the **COUNTY**.

11. **REMOVAL/RELOCATION OF FACILITIES.** The **DEVELOPER** or **Fee Owner**, as applicable, hereby acknowledges and agrees that any existing **COUNTY** water and sewer facilities and all appurtenances including fire hydrants within the **PROPERTY** that will conflict with proposed development must be removed and/or relocated, and all easements associated with said facilities released and/or relocated. Said relocation and/or removal of facilities shall be performed by or for the **DEVELOPER** or **Fee Owner**, as applicable in accordance with plans and specifications to be approved by the **COUNTY** and in such a manner that there will be no interruption of services to the **COUNTY'S** existing customers. All costs incurred shall be borne solely by the **DEVELOPER** or **Fee Owner**, as applicable. The removal and/or relocation of certain water and sewer facilities and releasing and/or relocating of associated easements are conditions precedent to the issuance of water and sewer verification forms for construction of those proposed buildings that conflict with said water and sewer facilities, unless the **DEPARTMENT** is able to protect its facilities and/or associated easements through a "hold" on the foundation inspection or some other phase of construction that is issued in conjunction with Miami-Dade Department of Regulatory and Economic Resources (**RER**). The determination of the availability for placement of said hold shall be within the sole discretion of the **DEPARTMENT**. Those projects that are not within the jurisdiction of the **COUNTY'S** building permitting process shall not be eligible for consideration of that hold.

12. **DESIGN AND CONSTRUCTION OF FACILITIES.** The **DEVELOPER** or **Fee Owner**, as applicable, at its own cost and expense shall cause to be designed, constructed and installed all of the necessary water and sewer facilities provided for in this Agreement unless otherwise specified. The facilities shall include any and all water mains, valves, fittings, fire hydrants, firelines, service connections, service lines, shutoffs, meter boxes, air release valves, gravity sewer mains, laterals, manholes, sewer force mains, sewage pumping station and equipment, emergency generator, emergency generator building and equipment and all appurtenances thereto for a complete installation. The final design and construction of the facilities shall meet the requirements set forth in the latest revision of the **DEPARTMENT'S** "Rules and Regulations" for water and sewer service, shall be in accordance with the latest revision of the **DEPARTMENT'S** "Design and Construction Standard Specifications and Details", and shall be subject to approval by the **DEPARTMENT**.

13. **INSPECTION.** The **COUNTY** shall have the right but not the obligation to make engineering inspections of all the construction work performed by the **DEVELOPER** or **Fee Owner**, as applicable, under the terms of this Agreement including private facilities not to be conveyed to the **COUNTY**. Such inspections shall not be construed to constitute any

guarantee on the part of the **COUNTY** as to the quality and condition of materials and workmanship. Any inspections by the **DEPARTMENT** shall not relieve the **DEVELOPER** or **Fee Owner**, as applicable, of any responsibility for proper construction of said facilities in accordance with approved plans and specifications. Furthermore, any inspections by the **DEPARTMENT** shall not relieve the **DEVELOPER** or **Fee Owner**, as applicable, of responsibility for the quality and condition of materials and workmanship.

14. **TESTS.** During construction and at the time when various tests are required, the **COUNTY'S** engineer or its authorized representative, together with the **DEVELOPER'S** or **Fee Owner's**, as applicable, engineer and contractor, shall jointly be present to witness tests for determination of conformance with approved plans and specifications. The **DEVELOPER** or **Fee Owner**, as applicable, shall notify the **COUNTY** a minimum of twenty-four (24) hours in advance of the tests.

15. **CONSTRUCTION MEETINGS.** The **COUNTY** reserves the right to schedule construction meetings with the **DEVELOPER'S** or **Fee Owner's**, as applicable, representatives (Engineer, Project Manager, Construction Superintendent and others) at a place designated by the **COUNTY** with respect to project related matters upon twenty-four (24) hours notice.

16. **SUBCONTRACTORS AND CONSULTANTS.** The **COUNTY** reserves the right, at any time, to reject any subcontractor or consultant employed by the **DEVELOPER** or **Fee Owner**, as applicable, from engaging in any sort of work or activity related to this Agreement, if such be in the interests of the **COUNTY**. In the event the **COUNTY** rejects any subcontractor or consultant, said subcontractor or consultant will immediately cease work on anything related to this Agreement. The **DEVELOPER** or **Fee Owner**, as applicable, shall not be entitled to compensation for any monies previously paid to any subcontractor or consultant if said subcontractor or consultant is rejected by the **COUNTY**.

17. **COMPLIANCE WITH ALL LAWS.** The **DEVELOPER**, or **Fee Owner**, as applicable, at its own cost and expense, shall comply with all applicable laws, statutes, rules, and ordinances in carrying out the activities contemplated herein.

18. **APPROVALS AND PERMITS.** The **DEVELOPER** or **Fee Owner**, as applicable, shall be fully responsible for obtaining all required approvals from all appropriate governmental and regulatory agencies and all necessary permits for all facilities contemplated in this Agreement. Notwithstanding anything else contained herein to the contrary, this Agreement shall not constitute or be interpreted as a waiver of any requirements of any other agency of Miami-Dade County and/or any requirements of the Code of Miami-Dade County. The **DEVELOPER** or **Fee Owner**, as applicable, is responsible for obtaining all permits as may be required for the work contemplated herein pursuant to the Code of Miami-Dade County.

19. **COUNTY AS PERMITTEE.** Certain federal, state and county agencies, including but not limited to the State of Florida Department of Transportation, the South Florida Water Management District, the U.S. Army Corps of Engineers and the Florida East Coast Railroad may require that the **COUNTY** be named as permittee for certain construction activities even though the **DEVELOPER** or **Fee Owner**, as applicable, or its contractor will actually perform the work. To insure that the **COUNTY** will incur no costs or liability as a result of being named permittee on such permits, the **DEVELOPER** or **Fee Owner**, as applicable, shall provide sufficient security as acceptable to the **COUNTY** which shall indemnify and protect the **COUNTY** from all claims, actions, judgments, liability, loss, cost and expense, including reasonable attorney's fees, related to work performed by the **DEVELOPER** or **Fee Owner**, as applicable, pursuant to such permits. The security shall be furnished prior to the start of construction and shall be in an amount equal to the **COUNTY'S** cost estimate for the permit work. The **DEVELOPER** or **Fee Owner**, as applicable, shall have sixty (60) days to resolve any claims by a permittor. Otherwise, the **DEPARTMENT** shall be entitled to pay said claims from the security. The **DEVELOPER** or **Fee Owner**, as applicable, shall be liable for all costs in excess of the security.

20. **WATER SERVICE LINES.** Any water service lines two (2) inches or less in diameter that are required for the **PROPERTY** which will be directly connected to existing mains owned by the **COUNTY** shall be installed by **COUNTY** personnel only. The **DEVELOPER** or **Fee Owner**, as applicable, hereby agrees to pay to the **COUNTY** its standard water service line installation charge, permit fees and service fees prior to any such installation.

21. **OWNERSHIP OF WATER METER.** The **COUNTY** shall own and install the required water meter as a part of any water service installation. Ownership by the **COUNTY** shall terminate at the outlet side of each water meter. The **DEVELOPER** or **Fee Owner**, as applicable, shall pay all applicable installation fees.

22. **TELEMETERING CONSTRUCTION CONNECTION CHARGE.** The **DEVELOPER** or **Fee Owner**, as applicable, shall pay a sewer construction connection charge to the **COUNTY** in the amount of seven thousand five hundred and fifty dollars (\$7,550.00) for the installation by the **COUNTY** of telemetering equipment for the sewage pumping station to be constructed by or for the **DEVELOPER** or **Fee Owner**, as applicable. The **DEPARTMENT** shall not, under any circumstances, render water and/or sewer service to the **PROPERTY** until such time as the construction connection charge(s) specified herein have been paid in full.

23. **TREATMENT AND TRANSMISSION CAPACITY.** In addition to the covenants and conditions set forth herein, water and sewer service to be rendered by the **COUNTY** is subject to the following:

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- a. issuance of a valid operation permit by the State of Florida for the **COUNTY'S** sewage treatment facility serving the **PROPERTY** which allows additional connections,
- b. sufficient available capacity in the **COUNTY'S** sewage system and connection approval, as specified in paragraph three (3) herein,
- c. available water by the **COUNTY**.

However, in no event will the **COUNTY** be obligated to supply any more water or sewage treatment capacity in any one year than is called for by the building connection schedule attached hereto and made a part hereof as **Exhibit "C"**. Any variation from said connection schedule which results in increased yearly demand on the water resources or sewage treatment facility capacity of the **COUNTY** not specifically provided for in **Exhibit "C"** shall be subject to the written approval and consent of the **DEPARTMENT** and shall be dependent on the availability of the water resource and the various restrictions placed on the supply of water or the disposal of sewage by local, state and federal government agencies and the physical limitations on the **COUNTY'S** supply and treatment capacity. If the **DEVELOPER** or **Fee Owner**, as applicable, does not utilize the yearly amount of water or sewage treatment facility allocation specified in **Exhibit "C"**, said amount will be available to the **DEVELOPER** or **Fee Owner**, as applicable, in the next calendar year subject to the limitations and provisions specified herein.

24. **ALLOCATION OF CAPACITY.** The **COUNTY** agrees to include the aforesaid allocation in its regional water supply, production and transmission facilities and regional sanitary sewer system, once the **DEVELOPER** or **Fee Owner**, as applicable, is granted necessary sewer allocation, as specified in paragraph three (3) hereinabove. However, it is mutually agreed and understood by the **COUNTY** and the **DEVELOPER** or **Fee Owner**, as applicable, that the allocation of capacity by the **COUNTY** does not guarantee the ability of the **COUNTY** to supply water for the **PROPERTY** or the ability to receive and dispose of sewage originating from the **PROPERTY**. Capacity allocation is subject to local, state and federal agencies and other regulatory bodies having jurisdiction. In connection therewith, the **DEVELOPER** or **Fee Owner**, as applicable, agrees that the **COUNTY** shall not be liable or in any way responsible for any costs, claims or losses incurred by the **DEVELOPER** or **Fee Owner**, as applicable, as a result of actions by regulatory bodies, which are related to capacity allocation.

25. **FACILITIES EASEMENTS.** If the facilities contemplated herein or any portion thereof are installed within private property outside of public right-of-way, the facilities shall be installed in the center of a twelve (12) foot wide easement for water facilities and fifteen (15) foot wide easement for sewer facilities. Both require a twenty-five (25) foot minimum vertical clearance above the finished grade. The **DEPARTMENT** shall have twenty-four (24) hour access to the easement for emergency purposes. If the facilities are not located in platted

easements, then easements shall be granted to the **COUNTY** by the **DEVELOPER** or **Fee Owner**, as applicable, prior to the **COUNTY'S** installation of a water meter and/or the rendition of sewer service to the **PROPERTY**. The **DEVELOPER** or **Fee Owner**, as applicable, may not place any pavers or other structures in an easement area which would prevent the **DEPARTMENT**, at its sole discretion, from making full use of the easement, and the **DEVELOPER** or **Fee Owner**, as applicable, shall remove same, at the **DEVELOPER'S** or **Fee Owner**, as applicable, cost, at the direction of the **COUNTY**. The **DEVELOPER** or **Fee Owner**, as applicable, may place pavers or other structures in the easement area if such pavers or other structures can be removed, with minimal effort by the **DEPARTMENT**, in the event that such pavers or other structures need to be removed in order for the **DEPARTMENT** to make use of the easement; the **DEVELOPER** or **Fee Owner**, as applicable, places such pavers or other structures in the easement area at its own risk, and the **DEPARTMENT** shall not be liable for any costs incurred by the **DEVELOPER** or **Fee Owner**, as applicable, in replacing any such pavers or other structures removed by the **DEPARTMENT**.

26. **CONNECTION/FRONTAGE BY OTHERS.** Persons and entities other than the **DEVELOPER** or **Fee Owner**, as applicable, who own property, other than the **PROPERTY**, which has frontage to any gravity sewer main and sewer force main installed pursuant to this Agreement, may apply to the **COUNTY** for connections to said gravity sewer mains and sewer force main. If said persons or entities actually connect and/or abut said facilities, the **COUNTY** will impose a construction connection charge equal to thirty-one dollars (\$31.00) for the ten (10) inch gravity sewer mains and thirty-three dollars (\$33.00) for the twelve (12) inch gravity sewer mains, and forty-nine dollars (\$49.00) for the sixteen (16) inch force main, multiplied by the front foot length of the connecting/abutting property which fronts and/or abuts the gravity sewer mains and sewer force mains as measured along the route of the main. The **COUNTY** will also impose construction connection charges on such other parties if said gravity sewer mains and sewer force mains are required, in accordance with guidelines and criteria established by the **DEPARTMENT**, in order to provide adequate service for the fronting/abutting property. Said construction connection charges will not be required or collected from other parties for single-family residences occupied or under construction prior to the date of this Agreement. Thenceforth, the **COUNTY** shall repay said construction connection charges to the **DEVELOPER** or **Fee Owner**, as applicable, within one hundred eighty (180) days of receipt of same. The **COUNTY** shall use reasonable efforts to collect said construction connection charges. However, the **COUNTY'S** liability for repayment to the **DEVELOPER** or **Fee Owner**, as applicable, shall be limited to those amounts actually collected from others. This provision shall remain in effect for a period of twelve (12) years from the date of the Absolute Bill of Sale for the water main, gravity sewer main and/or sewer force main facilities constructed by the **DEVELOPER** or **Fee Owner**, as applicable. Per annum simple interest as established and authorized by **Section 687.01, Florida Statutes** will accrue on all construction connection charges from the date of the Absolute Bill of Sale for the water main, gravity sewer

main and/or sewer force main facilities constructed by the **DEVELOPER** or **Fee Owner**, as applicable, to the date of payment by the connecting/abutting party. The interest rate used shall be the rate established by **Section 687.01, Florida Statutes** at the time of payment by the connecting/abutting party. It shall be the **DEVELOPER'S** or **Fee Owner's**, as applicable, responsibility to provide the **COUNTY** with current mailing addresses during the twelve (12) year period. In accordance with the **DEPARTMENT'S** "Schedule of Water and Wastewater Fees and Charges" the **DEPARTMENT** shall retain a "Developer Repayment Fee" currently in the amount of 2.5% of the gross repayment amount established herein. This fee is subject to revision by the Board of County Commissioners at any time. The fee percentage used will be the current rate at the time of the payment.

27. **SEWAGE PUMPING STATION JOINT USERS.** It is agreed that the sewage pumping station and sewer force main to be designed, constructed and installed to serve the **PROPERTY** may have capacity to serve properties other than the **PROPERTY**. Those developers or owners of other properties are hereinafter referred to as "Pumping Station Joint Users". Pumping Station Joint User is hereby defined as any other developer, property owner, tenant or other party who utilizes a sewage pumping station installed by the **DEVELOPER** or **Fee Owner**, as applicable, pursuant to this Agreement. The **COUNTY**, upon entering into agreements with Pumping Station Joint Users, will endeavor to collect an amount equal to the Pumping Station Joint User's pro-rata share of the cost of said facilities based on the actual cost of construction of the sewage pumping station and sewer force main less a percentage of that cost derived by dividing the average daily rated gallonage required for the **PROPERTY** by the average daily rated gallonage design capacity of the sewage pumping station and sewer force main. The **COUNTY'S** standard formula for these computations shall be followed. The actual construction cost referred to above shall include the following items:

- a. Cost of all materials installed by the **DEVELOPER** or **Fee Owner**, as applicable,
- b. Cost of all labor required for the installation and related work, including the restorations of property,
- c. Ten percent (10%) of Items (a) and (b) above to cover engineering, inspection and overhead costs,
- d. Seven thousand five hundred fifty dollars (\$7,550.00) for telemetering fee,
- e. Less the **COUNTY'S** sewer force main oversizing credit, if any.
- f. Per annum simple interest as established and authorized by **Section 687.01, Florida Statutes** shall be applied to the total cost (Items (a) to (e) above) and will accrue from the bill of sale date of the sewage pumping station and sewer force main facilities constructed by the **DEVELOPER** or **Fee Owner**, as applicable, to the date of payment by the Pumping Station Joint Users. The interest rate used shall be the rate established by **Section 687.01, Florida Statutes** at the time of payment by the Pumping Station Joint Users.

The COUNTY shall use reasonable efforts to collect the sums due from Pumping Station Joint Users.

28. **EMERGENCY GENERATOR JOINT USERS.** It is agreed that the installation of the Generator to be designed, constructed and installed by the DEVELOPER or Fee Owner, as applicable, may have capacity to serve properties other than the PROPERTY. Those developers or owners of other properties are hereinafter, referred to as "Generator Joint Users". Generator Joint User is hereby defined as any other developer, property owner, tenant or other party who utilizes the Generators. The property specified in the agreement with the developer who actually installed the Generators, will be excluded from paying the charges specified herein. The COUNTY, upon entering into agreements with Generator Joint Users, will endeavor to collect an amount equal to the Generator Joint User's pro-rata share of the cost of the Generator, in addition to the actual cost of the proposed sewage pumping station, based on the actual cost of construction of the Generator less a percentage of that cost derived by dividing the average daily rated gallonage required for the PROPERTY by the average daily rated gallonage design capacity of the sewage pumping station and sewer force main to be installed by other parties. The COUNTY'S standard formula for these computations shall be followed. The actual construction cost referred to above shall include the following items:

- a. Cost of all materials installed by the DEVELOPER or Fee Owner, as applicable,
- b. Cost of all labor required for the installation and related work, including the restorations of property,
- c. Per annum simple interest as established and authorized by Section 687.01, Florida Statutes shall be applied to the total cost (Items a and b above) and will accrue from the bill of sale date of the Generator constructed by the DEVELOPER or Fee Owner, as applicable, to the date of payment by the Generator Joint Users. The interest rate used shall be the rate established by Section 687.01, Florida Statutes at the time of payment by the Generator Joint Users.

The COUNTY shall use diligence in its efforts to collect the sums due from Generator Joint Users.

29. **CONVEYANCE OF TITLE.** Conveyance of all easements and fee simple title to the COUNTY shall be by separate instruments in recordable form as approved by the COUNTY and shall be accompanied by a written opinion of title by an attorney licensed to practice law in the State of Florida, which states that the DEVELOPER or Fee Owner, as applicable, is the owner of the property interest to be conveyed, subject only to liens, encumbrances and restrictions as are acceptable to the COUNTY. The opinion shall also state that upon execution by the DEVELOPER or Fee Owner, a valid and enforceable easement and/or fee simple title will be vested to the COUNTY. The DEVELOPER or Fee Owner, as

applicable shall pay for all recording fees and for all documentary stamps. The **DEVELOPER** or **Fee Owner**, as applicable, shall convey to the **COUNTY** fee simple title to the property on which the sewage pumping station and the emergency generator, to be owned by the **COUNTY**, is situated, subject only to title exceptions and restrictions that are acceptable to the **COUNTY**. The land so conveyed shall be sufficient for ownership and proper operation by the **COUNTY** of said station and emergency generator. The details for all conveyances are specified herein. Failure of the **DEVELOPER** or **Fee Owner**, as applicable, to provide proper conveyances shall be cause for the **COUNTY** to refuse to render service to the **PROPERTY**.

30. **DRAWINGS AND CONVEYANCE DOCUMENTS.** Following completion of the water and sewer facilities contemplated herein for **COUNTY** ownership, the **COUNTY** shall provide conveyance documents, which may include bills of sale, releases of lien, grants of easement, and warranty deed for execution by the **DEVELOPER** or **Fee Owner**, as applicable. The properly executed documents shall be delivered to and accepted by the **COUNTY** prior to the rendition of water and/or sewer service by the **COUNTY**. The **DEVELOPER** or **Fee Owner**, as applicable, shall pay for all recording fees and for all documentary stamps. These conveyances shall be accompanied by copies of paid bills and/or lien waivers, releases, or satisfactions from all persons who performed work on the **PROPERTY** and all persons who incorporate materials into the property, together with a breakdown of the actual cost of said facilities. Concurrently, the **DEVELOPER** or **Fee Owner**, as applicable, shall furnish the **COUNTY** with one (1) set of mylar as-built drawings showing specific locations and depths among other things, of all facilities as located by a licensed surveyor, along with five (5) prints of the as-built drawings which have been sealed by a surveyor and certified by the engineer of record. Three (3) sets of the appropriate manuals for operation of any sewage pumping station and other mechanical and electrical equipment to be owned by the **COUNTY** along with three (3) certified surveys for the sewage pumping station site, after completion, shall also be included. In addition, a letter from Miami-Dade County Department of Planning and Zoning showing the address issued to the sewage pumping station site will be required. Approval by the **COUNTY** of all required conveyance documents, drawings and survey specified herein shall constitute final acceptance by the **COUNTY** of said facilities. After final acceptance, the facilities shall remain at all times the sole, complete, and exclusive property of the **COUNTY** and under the exclusive control and operation of the **COUNTY**.

31. **PERFORMANCE AND PAYMENT BOND.** The **DEVELOPER** or **Fee Owner**, as applicable, its contractor or subcontractor shall post a Performance and Payment Bond for the full amount of the contract to reconstruct or replace PS 14 as security for the faithful performance of this Agreement and to ensure payment of all persons performing labor or furnishing materials in connection therewith. The Performance and Payment Bond shall be delivered to the **COUNTY** for approval prior to the start of any construction or the incorporation of any materials in connection therewith. The Performance and Payment Bond shall have as

the surety thereon only such surety company as is acceptable to the COUNTY and which is authorized to write a bond of such character and amount under the laws of the State of Florida.

A surety company must have a **Best's Key Rating Guide General Policyholder's Rating of "A"** or better or be acceptable to the COUNTY and a **Financial Category of Class "V"** or better or be acceptable to the COUNTY. The attorney-in-fact or other officer who signs a bond must file with such bond a certified copy of his power-of-attorney authorizing him to do so. The Performance and Payment Bond shall be written with the DEVELOPER'S contractor as "Principal" and the COUNTY as sole "Obligee". In the alternative, the DEVELOPER or Fee Owner, as applicable, may be named as "Principal" and the COUNTY as "Obligee". Provisions set forth in **Section 255.05, Florida Statutes** shall be applicable to all conditions of the Performance and Payment Bond. The Performance and Payment Bond shall remain in force and effect until such time that construction of PS 14 is completed and properly conveyed to and accepted by the COUNTY.

32. **WARRANTY AND MAINTENANCE BOND.** The DEVELOPER or Fee Owner, as applicable, warrants that the water and sewer facilities to be owned by the COUNTY shall be free from defects in materials and workmanship for a period of one (1) year from final acceptance by the COUNTY. Simultaneously with the conveyance of the water and/or sewer facilities, the DEVELOPER or Fee Owner, as applicable, shall deliver to the COUNTY an executed maintenance bond or alternate security deposit acceptable to the DEPARTMENT, which guarantees the warranty. If it becomes necessary to repair and/or replace any of the facilities during the initial one (1) year period, then the warranty as to those items repaired and/or replaced shall continue to remain in effect for an additional period of one (1) year from the date of final acceptance by the COUNTY of those repairs and/or replacement. The bond shall be in the amount equal to the sum of those portions of the actual cost of construction of said facilities as follows:

<u>Types of Facilities</u>	<u>Percentage of Actual Construction Cost</u>
Water mains and Sewer force mains	25
Gravity sewers	50
Sewage pumping stations, emergency generators and related facilities	100

The bond shall have as the surety thereon only such surety company as is acceptable to the COUNTY and which is authorized to write a bond of such character and amount under the laws of the State of Florida. A surety company must have a **Best's Key Rating Guide General Policyholder's Rating of "A"** or better and a **Financial Category of Class "V"** or better or be

acceptable to the **COUNTY**. The attorney-in-fact or other officer who signs a bond must file with such bond a certified copy of his power-of-attorney authorizing him to do so. The Maintenance Bond may be written with the **DEVELOPER'S** or **Fee Owner's**, as applicable, contractor as "Principal" and the **DEVELOPER** or **Fee Owner**, as applicable, and the **COUNTY** as "Co-obligees" or the **COUNTY** as sole "Obligee". In the alternative, the **DEVELOPER** or **Fee Owner**, as applicable, may be named as "Principal" and the **COUNTY** as "Obligee". The Maintenance Bond shall remain in force for one (1) year following the date of final acceptance by the **COUNTY** of the work done pursuant to this Agreement to protect the **COUNTY** against losses resulting from any and all defects in materials or improper performance of work. If there is no building construction underway within the **PROPERTY** at the time of conveyance, the **COUNTY** shall have the right to require that the term of the Maintenance Bond be extended for a period not to exceed an additional two (2) years. Upon demand by the **COUNTY**, the **DEVELOPER** or **Fee Owner**, as applicable, shall cause to be corrected all such defects which are discovered within the warranty period or periods as set forth above, failing which the **COUNTY** shall make such repairs and/or replacements of defective work and/or materials and the **DEVELOPER** or **Fee Owner**, as applicable, and/or its Surety shall be liable to the **COUNTY** for all costs arising therefrom. The **DEVELOPER** or **Fee Owner**, as applicable, also warrants that it shall be solely responsible for the repair of any damages to said facilities caused by persons in its employment.

33. **LIABILITIES, DAMAGES AND ACCIDENTS.** The **DEVELOPER** or **Fee Owner**, as applicable, shall assume and be responsible for, and shall indemnify and save harmless the **COUNTY** against all claims and demands of all parties whatsoever for damages or for compensation for injuries or accidents to persons, animals and materials due, or claimed to be due, either directly or indirectly, to the **DEVELOPER'S** or **Fee Owner's**, as applicable, operations or to the act or omission of the **DEVELOPER** or **Fee Owner**, as applicable, its agents, or workers, until the final acceptance by the **COUNTY** of the new PS 14 and Generator. The **DEVELOPER** shall pay all judgments obtained by reasons of accidents, injuries or damages or of infringements of patents as specified in suit or suits against the **COUNTY**, including all legal costs, court expenses and other like expenses and the **DEVELOPER** or **Fee Owner**, as applicable, shall have the right to join in the defense of such suits. The **DEVELOPER** or **Fee Owner**, as applicable, shall store materials and shall be responsible for and shall maintain partly or wholly finished work during the continuance of this Agreement and until the final acceptance by the **COUNTY** of the new PS 14 and Generator. Should any material or work, in part or in whole, be lost, damaged or destroyed by any cause or means whatsoever, the **DEVELOPER** or **Fee Owner**, as applicable, shall satisfactorily repair and replace the same at its own cost.

34. **INSURANCE.** Prior to commencement of work, the **DEVELOPER** or **Fee Owner**, as applicable, must obtain all insurance required under this Section and submit same to the **COUNTY** for approval. All insurance shall be maintained until all work required by this Agreement has been completed and conveyed to the **COUNTY** by the **DEVELOPER** and accepted by the **COUNTY**. The **DEVELOPER** or **Fee Owner**, as applicable, shall furnish to the **COUNTY'S** Risk Management Division Certificate(s) of Insurance which clearly indicate that the **DEVELOPER** or **Fee Owner**, as applicable, has obtained the insurance coverage required in paragraphs a, b, c and d herein below. No modifications or change in insurance shall be made without thirty (30) day written advance notices to Miami-Dade County, c/o the Director of Risk Management Division.

- a. Workers' Compensation Insurance, as required by **Chapter 440, Florida Statutes**,
- b. Public Liability Insurance – on a Comprehensive basis, in an amount not less than one million dollars (\$1 million) per occurrence for Bodily Injury and Property Damage combined. Policy must be endorsed to include Broad Form Property coverage. Insurance shall include coverage for Explosion, Collapse and Underground Hazards,
- c. Contractual Liability Insurance – covering all liability arising out of the terms of the Agreement,
- d. Automobile Liability Insurance – covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less one million dollars (\$1 million) per occurrence for Bodily Injury and Property Damage combined.

All insurance policies required above shall be issued in companies authorized to do business under the laws of the State of Florida, with the following qualifications as to management and financial strength: The company must be rated no less than "A" management, and no less than "CLASS X" as to strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey. The **DEVELOPER** or **Fee Owner**, as applicable, shall furnish Certificates of Insurance to the **COUNTY** prior to commencing any operations under this Agreement, which certificates shall clearly indicate that the **DEVELOPER** or **Fee Owner**, as applicable, has obtained insurance in the type, amount and classifications in strict compliance with this Section.

35. **TERM OF AGREEMENT.** Both the **DEVELOPER** or **Fee Owner**, as applicable, and the **COUNTY** recognize that time is of the essence and that this Agreement shall be considered a twenty (20) year "Master" Agreement requiring separate "Sub-ID" agreements per construction phase. The "Master" and "Sub-ID" agreements shall be deemed null and void and unenforceable if the **DEVELOPER** or **Fee Owner**, as applicable, fails to comply with any of the following conditions, where applicable:

- a. After execution of this Agreement, work on the water and sewer facilities shall

commence within three hundred sixty-five (365) days from the execution date. Work shall be considered to have commenced and be in active progress when engineering drawings are submitted to the **DEPARTMENT** for review and approval, and, upon the **DEPARTMENT'S** issuance of said approval, a full complement of workmen and equipment is present at the site to diligently incorporate materials and equipment into the construction of the water and sewer facilities throughout the day on each full working day, weather permitting.

- b. Once the **DEVELOPER** or **Fee Owner**, as applicable, commences work on the water and sewer facilities, said work cannot be suspended, abandoned, or not in active progress for a period exceeding three hundred sixty-five (365) days. Any aforementioned reported activity on the "Sub-ID" agreements keeps the "Master" Agreement active and vice versa.
- c. Once the **DEVELOPER** or **Fee Owner**, as applicable, commences work on the water and sewer facilities, the **DEPARTMENT** shall monitor sewage system flows and request and provide a Force Main Flow Analysis at "Sub-ID" agreement issuance, said analysis cannot be suspended while there is an active progress on this Agreement.
- d. The remedies specified herein are cumulative with and supplemental to any other rights which the **COUNTY** may have pursuant to the law or any other provision of this Agreement.

36. **INDEMNIFICATION CLAUSE.** The **DEVELOPER** or **Fee Owner**, as applicable, shall indemnify and hold harmless the **COUNTY** and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the **COUNTY** or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the **DEVELOPER** or **Fee Owner**, as applicable, or its employees, agents, servants, partners, principals, contractors and/or subcontractors, except where the cause of action arises solely as a result of the negligence of the **COUNTY**. The **DEVELOPER** or **Fee Owner**, as applicable, shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the **COUNTY**, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon, except where the cause of action arises solely as a result of the negligence of the **COUNTY**. The **DEVELOPER** or **Fee Owner**, as applicable, expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the **DEVELOPER** or **Fee Owner**, as applicable, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the **COUNTY** or its officers, employees, agents and instrumentalities as herein provided. The provisions in this clause shall survive the termination

or expiration of this Agreement until the expiration of any applicable statute of limitations for each claim.

37. **FORCE MAJEURE.** Should either party be prevented from performing any obligations herein, including but not limited to water and/or sewer service, due to or resulting from a force majeure or inevitable accident or occurrence, such party shall be excused from performance. As used herein, force majeure shall mean an act of God which includes but is not limited to sudden, unexpected or extraordinary forces of nature such as floods, washouts, storms, hurricanes, fires, earthquakes, landslides, epidemics, explosions or other forces of nature. Inevitable accidents or occurrences shall mean those which are unpreventable by either party and shall include, but not be limited to, strikes, lockouts, other industrial disturbances, wars, blockades, acts of public enemies, insurrections, riots, federal, state, county and local governmental restraints and restrictions, military action, civil disturbances, explosions, conditions in federal, state, county and local permits, bid protests, manufacturing and delivery delays, unknown or unanticipated soil, water or ground conditions and cave-ins, or otherwise, and other causes reasonably beyond the control of either party, whether or not specifically enumerated herein.

38. **SERVICE CHARGES.** The **DEVELOPER** or **Fee Owner**, as applicable, agrees to pay to the **COUNTY** the prevailing service charges for water supply and fire protection, sewage collection and disposal within the **PROPERTY** as may be applicable until the responsibility for payment of said charges is properly transferred in accordance with the **COUNTY'S** regulations.

39. **USE OF FACILITIES BY COUNTY.** The **COUNTY** reserves the right to make full use of the water and/or sewer facilities to be owned by the **COUNTY** as contemplated herein to serve other customers at any time.

40. **OPINION OF TITLE.** With the execution of this Agreement, the **DEVELOPER** or **Fee Owner**, as applicable, at its own expense shall deliver to the **DEPARTMENT** an opinion of title for the **PROPERTY**, issued by a qualified attorney licensed to practice law in the State of Florida, which states that the **DEVELOPER** or **Fee Owner**, as applicable, owns fee simple title to the **PROPERTY** referred to herein.

41. **BACTERIOLOGICAL TESTS AND INDEMNIFICATION.** DEP requires that prior to the rendition of any new water service by the **DEPARTMENT**, bacteriological tests must be performed. It is the responsibility of the **DEVELOPER** or **Fee Owner**, as applicable, to comply with all such requirements and to obtain all necessary approvals. In addition, the use of floating meters for construction purposes is subject to State of Florida requirements and approval by the **COUNTY**. The **DEVELOPER** or **Fee Owner**, as applicable, may request

DOWNTOWN DORAL MASTER AGREEMENT, ID# 20952

approval for the use of floating meters prior to actual conveyance of title to the facilities to the **COUNTY**. However, the **COUNTY** may be required to execute documents to Miami-Dade Department of Regulatory and Economic Resources (**RER**) or State of Florida Department of Health (**DOH**), which state that the **COUNTY** has accepted title to the facilities. If the **COUNTY** is required to execute such documents, the **DEVELOPER** or **Fee Owner**, as applicable, agrees to indemnify and hold the **COUNTY** harmless from and against all claims, actions, judgments, damages, loss, cost and expense including reasonable attorney's fees which may be incurred by the **COUNTY** in connection with the rendition of water service through the facilities constructed and installed by the **DEVELOPER** or **Fee Owner**, as applicable, prior to conveyance of title to the **COUNTY**, including but not limited to those that result from failure to properly maintain and repair the water facilities.

42. **ASSIGNMENT OF AGREEMENT.** It is expressly understood by the **DEVELOPER** or **Fee Owner**, as applicable, and the **COUNTY** that this is a Master Agreement and that portions of the **PROPERTY** that maybe owned by other entities, all of whom have had joined into this Agreement, and associated water service and sewage disposal improvements may be conducted by those entities. The **DEVELOPER** or **Fee Owner**, as applicable, and the **DEPARTMENT** recognize that, in those instances, this Agreement may be assigned in part to such other entities or that there may be a need for such entities to enter into a Sub-ID agreement and/or execute a covenant in lieu of unity with the **DEPARTMENT** as required. Every **ASSIGNEE** assumes the duties and obligations of the **DEVELOPER** or **Fee Owner**, as applicable, under the Master Agreement and is entitled to the rights under the Master Agreement as determined, to take effect on the effective date of the assignment. No right to any water service and sewage disposal service commitment provided for in this Agreement shall be transferred, assigned or otherwise conveyed, in whole or in part, to any other party without the express written consent of the Director of the **DEPARTMENT** or his designee except as noted below. The consent of the **DEPARTMENT** shall not be required in connection with the sale, lease or other conveyance of property or any residential units or commercial establishments to any party who will be the ultimate user of the property, including but not limited to a bona fide purchaser, lessee, resident or occupant. The intent of this paragraph is to require consent of the **DEPARTMENT** for assignments or transfers of any water and sewage disposal capacity allocation to any party who holds such **PROPERTY** as an investment for resale or who intends to develop for sale a portion of the **PROPERTY**, so that the **COUNTY** can adequately determine the demand for water and sewage disposal capacity and plan for the fair and equitable allocation of water and sewage disposal capacity among the residents of Miami-Dade County. Consent, when required, shall not unreasonably be withheld by the **DEPARTMENT'S** Director or his designee. If the **PROPERTY** is transferred or conveyed, the **DEVELOPER** or **Fee Owner**, as applicable, shall remain liable to the **COUNTY** for all sums of money and all obligations due hereunder unless released in writing by the **COUNTY**.

43. **ENTIRE AGREEMENT.** This Agreement supersedes all previous agreements and representations, whether oral or written, between the **DEVELOPER** or **Fee Owner**, as applicable, and the **COUNTY** and made with respect to the matters contained herein and when duly executed constitutes the complete Agreement between the **DEVELOPER** or **Fee Owner**, as applicable and the **COUNTY**.

44. **NOTICE.** All notices given pursuant to this Agreement shall be mailed by United States Postal Service registered or certified mail to the parties at the addresses specified on page two (2) of this Agreement or addresses otherwise properly furnished.

45. **RECORDING OF AGREEMENT.** This Agreement is being recorded in the public records of Miami-Dade County, Florida, for the particular purpose of placing all owners and occupants, their successors and assigns, upon notice of the provisions herein contained. The **DEVELOPER** or **Fee Owner**, as applicable, shall pay all recording fees.

46. **FLORIDA LAW.** This Agreement shall be interpreted under Florida law. Venue for any litigation relating to this Agreement shall be had in Miami-Dade County, Florida.

47. **SEVERABILITY.** If any section, subsection, sentence, clause or provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected by such invalidity.

48. **FUTURE CONTRACTUAL AND REGULATORY REVISIONS.** The **DEVELOPER** and **Fee Owners**, their successors and assigns shall be subject to any changes, modifications, or updates, including Federal, State, or local legislation, rules and regulations, policies and procedures, that are applicable to all water and sanitary sewage facilities development agreements. Said changes shall be addressed via addendum by the **DEPARTMENT'S** Director or designee and binding on the **DEVELOPER** and **Fee Owners**, its successors and assigns.

DOWNTOWN DORAL MASTER AGREEMENT, ID# 20952

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officials as of the day and year above written.

WITNESSETH:

MIAMI-DADE COUNTY

signature

By: _____
Zaba S Castro, Esq., Assistant Director,
Legislative and Municipal Affairs
Office of the Director

print name

For: John W. Renfrow, P.E., Director
Miami-Dade Water and Sewer Department

signature

print name

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Zaba S. Castro, Esq., Assistant Director, Legislative and Municipal Affairs, Office of the Director, for John W. Renfrow, P.E., Director, of the Miami-Dade Water and Sewer Department, who is personally known to me and did not take an oath.

Notary Public

print name

Serial Number

WITNESSES:

CM Doral Development Company LLC, a Delaware limited liability company

By: Doral JV Acquisition Company LLC, a Delaware limited liability company, its sole member

By: Miscellaneous Income Corp., a Delaware corporation, its sole member

[Signature]
Signature

Katie Tracy
Print Name

By: [Signature]
Name: Dianna Russo
Title: vice president

[Signature]
Signature

Brian McGehee
Print Name

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 4 day of June, 2013, by Dianna Russo, who is personally known to me or and has/has not produced _____ as identification and did/did not take an oath.

[Signature]
Notary Public

ESTHER MARY KRIVDA
Notary Public, State of New York
Qualified in Bronx County
Reg. No. 01KR6051251
My Commission Expires Nov. 20, 2014

print name
Approved for Legal Sufficiency:

Assistant County Attorney

DOWNTOWN DORAL MASTER AGREEMENT, ID# 20952

JOINDER BY OWNER

The undersigned, _____, a Florida Limited Liability corporation ("Owner"), the current Owner of all of a portion of the property described in the foregoing Agreement, does hereby consent to the execution of this Agreement by the Developer, CM Doral Development Company, LLC, a Delaware limited liability company, and agrees this Agreement shall remain in full force and effect and be binding upon the undersigned Owner, and its successors and assigns, including the Developer, if applicable, unless and until the same is modified or released.

IN WITNESS WHEREOF, these presents have been executed this _____ day of _____, 2013.

WITNESSES:

Signature

Print Name

Signature

Print Name

By: _____
Managing Member

Address: _____

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____, Managing Member of _____. He is personally known to me or has produced _____ as identification and did/did not take an oath.

Notary Public - State of Florida

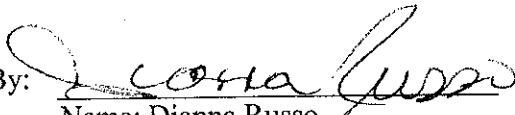
JOINDER BY FEE OWNERS

The undersigned current Fee Owners the property described in the foregoing Agreement, hereby consent to the execution of this Agreement by the Developer, CM Doral Development Company LLC, a Delaware limited liability company, and agrees this Agreement shall remain in full force and effect and be binding upon the undersigned Fee Owners, and their successors and assigns, including the Developer, if applicable, unless and until the same is modified or released.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

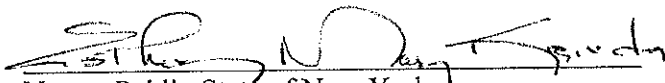
DORAL B1 PHASE LLC, a Delaware limited liability company

By: **KOALA MIAMI REALTY HOLDING CO., INC.**, a Delaware corporation, its sole member

By: 
Name: Dianna Russo
Title: Vice President

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

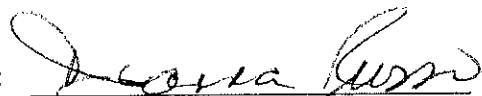
The foregoing instrument was acknowledged before me this 4 day of June, 2013, by Dianna Russo, Vice President of Koala Miami Realty Holding Co., Inc., a Delaware corporation, Sole Member of DORAL B1 PHASE LLC, a Delaware limited liability company, on behalf of the limited liability company. She is personally known to me or has produced _____ as identification.


Notary Public-State of New York)
Commission Number: _____
My Commission Expires: _____

ESTHER MARY KRIVDA
Notary Public, State of New York
Qualified in Bronx County
Reg. No. 01KR6051251
My Commission Expires Nov. 20, 2014


DORAL B2 PHASE LLC, a Delaware limited liability company

By: **KOALA MIAMI REALTY HOLDING CO., INC.**, a Delaware corporation, its sole member

By: 
Name: Dianna Russo
Title: Vice President

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

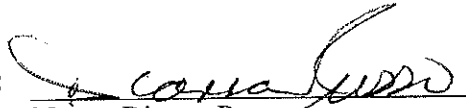
The foregoing instrument was acknowledged before me this 4 day of June, 2013, by Dianna Russo, Vice President of Koala Miami Realty Holding Co., Inc., a Delaware corporation, Sole Member of DORAL B2 PHASE LLC, a Delaware limited liability company, on behalf of the limited liability company. She is personally known to me or has produced _____ as identification.


Notary Public-State of New York
Commission Number: _____
My Commission Expires: _____

ESTHER MARY KRIVDA
Notary Public, State of New York
Qualified in Bronx County
Reg. No. 01KR6051251
My Commission Expires Nov. 20, 2014


DORAL C1 PHASE LLC, a Delaware limited liability company

By: **KOALA MIAMI REALTY HOLDING CO., INC.**, a Delaware corporation, its sole member

By: 
Name: Dianna Russo
Title: Vice President

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

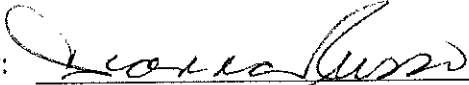
The foregoing instrument was acknowledged before me this 4 day of June, 2013, by Dianna Russo, Vice President of Koala Miami Realty Holding Co., Inc., a Delaware corporation, Sole Member of DORAL C1 PHASE LLC, a Delaware limited liability company, on behalf of the limited liability company. She is personally known to me or has produced _____ as identification.


Notary Public-State of New York
Commission Number: _____
My Commission Expires: _____

ESTHER MARY KRIVDA
Notary Public, State of New York
Qualified in Bronx County
Reg. No. 01KR6051251
My Commission Expires Nov. 20, 2014

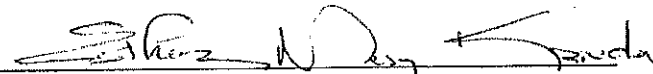
DORAL E2 PHASE LLC, a Delaware limited liability company

By: KOALA MIAMI REALTY HOLDING CO., INC., a Delaware corporation, its sole member

By: 
Name: Dianna Russo
Title: Vice President

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

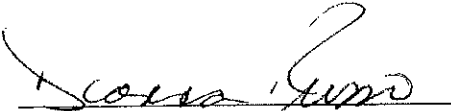
The foregoing instrument was acknowledged before me this 4 day of June, 2013, by Dianna Russo, Vice President of Koala Miami Realty Holding Co., Inc., a Delaware corporation, Sole Member of DORAL E2 PHASE LLC, a Delaware limited liability company, on behalf of the limited liability company. She is personally known to me or has produced _____ as identification.


Notary Public-State of New York
Commission Number: _____
My Commission Expires: _____

ESTHER MARY KRIVDA
Notary Public, State of New York
Qualified in Bronx County
Reg. No. 01KR6051251
My Commission Expires Nov. 20, 2014


DORAL F2 PHASE LLC, a Delaware limited liability company

By: **KOALA MIAMI REALTY HOLDING CO., INC.**, a Delaware corporation, its sole member

By: 
Name: Dianna Russo
Title: Vice President

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

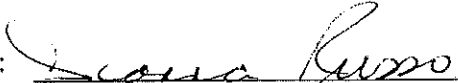
The foregoing instrument was acknowledged before me this 4 day of June, 2013, by Dianna Russo, Vice President of Koala Miami Realty Holding Co., Inc., a Delaware corporation, Sole Member of DORAL F2 PHASE LLC, a Delaware limited liability company, on behalf of the limited liability company. She is personally known to me or has produced _____ as identification.


Notary Public-State of New York
Commission Number: _____
My Commission Expires: _____

ESTHER MARY KRIVDA
Notary Public, State of New York
Qualified in Bronx County
Reg. No. 01KR8051251
My Commission Expires Nov. 20, 2014

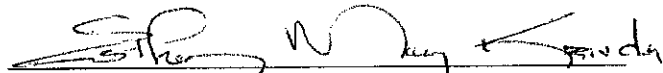
DORAL F3 PHASE LLC, a Delaware limited liability company

By: **KOALA MIAMI REALTY HOLDING CO., INC.**, a Delaware corporation, its sole member

By: 
Name: Dianna Russo
Title: Vice President

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)


The foregoing instrument was acknowledged before me this 4 day of June, 2013, by Dianna Russo, Vice President of Koala Miami Realty Holding Co., Inc., a Delaware corporation, Sole Member of DORAL F3 PHASE LLC, a Delaware limited liability company, on behalf of the limited liability company. She is personally known to me or has produced _____ as identification.


Notary Public-State of New York
Commission Number: _____
My Commission Expires: _____

ESTHER MARY KRIVDA
Notary Public, State of New York
Qualified in Bronx County
Reg. No. 01KR6051251
My Commission Expires Nov. 20, 2014


DORAL G1 DUTCHER LLC, a Delaware
limited liability company

By: **KOALA MIAMI REALTY HOLDING
CO., INC.**, a Delaware corporation, its
sole member

By: 
Name: Dianna Russo
Title: Vice President

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

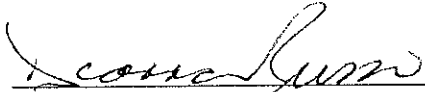
The foregoing instrument was acknowledged before me this 4 day of June, 2013,
by Dianna Russo, Vice President of Koala Miami Realty Holding Co., Inc., a Delaware
corporation, Sole Member of DORAL G1 DUTCHER LLC, a Delaware limited liability
company, on behalf of the limited liability company. She is personally known to me or has
produced _____ as identification.


Notary Public-State of New York
Commission Number: _____
My Commission Expires: _____

ESTHER MARY KRIVDA
Notary Public, State of New York
Qualified in Bronx County
Reg. No. 01KR0051251
My Commission Expires Nov. 20, 2014

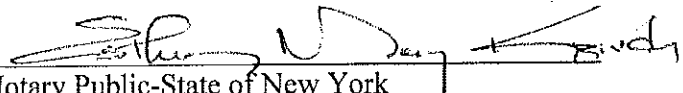
DORAL G2 PHASE LLC, a Delaware limited liability company

By: **KOALA MIAMI REALTY HOLDING CO., INC.**, a Delaware corporation, its sole member

By: 
Name: Dianna Russo
Title: Vice President

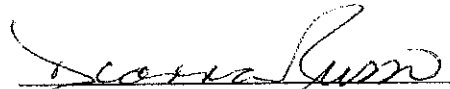
STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 4 day of June, 2013, by Dianna Russo, Vice President of Koala Miami Realty Holding Co., Inc., a Delaware corporation, Sole Member of DORAL G2 PHASE LLC, a Delaware limited liability company, on behalf of the limited liability company. She is personally known to me or has produced _____ as identification.


Notary Public-State of New York
Commission Number: _____
My Commission Expires: ESTHER MARY KRIVDA
~~Notary Public, State of New York~~
Qualified in Bronx County
Reg. No. 01KR6051251
My Commission Expires Nov. 20, 2014


DORAL H2 PHASE LLC, a Delaware limited liability company

By: **KOALA MIAMI REALTY HOLDING CO., INC.**, a Delaware corporation, its sole member

By: 
Name: Dianna Russo
Title: Vice President

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

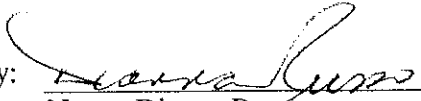
The foregoing instrument was acknowledged before me this 4 day of June, 2013, by Dianna Russo, Vice President of Koala Miami Realty Holding Co., Inc., a Delaware corporation, Sole Member of DORAL H2 PHASE LLC, a Delaware limited liability company, on behalf of the limited liability company. She is personally known to me or has produced _____ as identification.


Notary Public-State of New York
Commission Number: _____
My Commission Expires: _____

ESTHER MARY KRIVDA
Notary Public, State of New York
Qualified in Bronx County
Reg. No. 01KR6051251
My Commission Expires Nov. 20, 2014


DORAL J2 PHASE LLC, a Delaware limited liability company

By: **KOALA MIAMI REALTY HOLDING CO., INC.**, a Delaware corporation, its sole member

By: 
Name: Dianna Russo
Title: Vice President

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

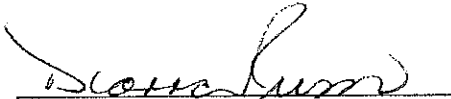
The foregoing instrument was acknowledged before me this 4th day of June, 2013, by Dianna Russo, Vice President of Koala Miami Realty Holding Co., Inc., a Delaware corporation, Sole Member of DORAL J2 PHASE LLC, a Delaware limited liability company, on behalf of the limited liability company. She is personally known to me or has produced _____ as identification.


Notary Public-State of New York
Commission Number: _____
My Commission Expires: _____

ESTHER MARY KRIVDA
Notary Public, State of New York
Qualified in Bronx County
Reg. No. 01KR6051251
My Commission Expires Nov. 20, 2014

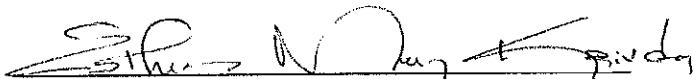
DORAL L1 PHASE LLC, a Delaware limited liability company

By: KOALA MIAMI REALTY HOLDING CO., INC., a Delaware corporation, its sole member

By: 
Name: Dianna Russo
Title: Vice President

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 4 day of June, 2013, by Dianna Russo, Vice President of Koala Miami Realty Holding Co., Inc., a Delaware corporation, Sole Member of DORAL L1 PHASE LLC, a Delaware limited liability company, on behalf of the limited liability company. She is personally known to me or has produced _____ as identification.


Notary Public-State of New York
Commission Number: _____
My Commission Expires: _____

ESTHER MARY KRIVDA
Notary Public, State of New York
Qualified in Bronx County
Reg. No. 01KR8051251
My Commission Expires Nov. 20, 2014

DORAL N1 PHASE LLC, a Delaware limited liability company

By: CM Doral Buildings, LLC, a Delaware limited liability company, its sole member

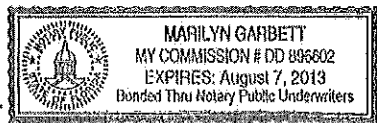
By: Codina Downtown Doral, LLC, a Florida limited liability company, its Managing Member

By: K. Lawrence Gragg
Name: K. Lawrence Gragg
Title: President

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

The foregoing instrument was acknowledged before me this 4th day of June, 2013, by K. Lawrence Gragg, President of Codina Downtown Doral, LLC, a Florida limited liability company, Managing Member of CM Doral Buildings, LLC, a Delaware limited liability company, Sole Member of DORAL N1 PHASE LLC, a Delaware limited liability company, on behalf of the limited liability company. (He is personally known to me or has produced
_____ as identification.

(SEAL)



Marilyn Garbett
Notary Public - State of Florida
Commission Number: DD896602
My Commission Expires: 8/7/2013

DORAL P1 PHASE LLC, a Delaware limited liability company

By: CM Doral Buildings, LLC, a Delaware limited liability company, its sole member

By: Codina Downtown Doral, LLC, a Florida limited liability company, its Managing Member

By: *K. Lawrence Gragg*
Name: K. Lawrence Gragg
Title: President

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

The foregoing instrument was acknowledged before me this 4th day of June, 2013, by K. Lawrence Gragg, President of Codina Downtown Doral, LLC, a Florida limited liability company, Managing Member of CM Doral Buildings, LLC, a Delaware limited liability company, Sole Member of DORAL P1 PHASE LLC, a Delaware limited liability company, on behalf of the limited liability company. He is personally known to me or has produced as identification.

(SEAL)



Marilyn Garbett
Notary Public - State of Florida
Commission Number: DD 896602
My Commission Expires: 8/7/2013

EXHIBIT "A" OF AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
CM DORAL DEVELOPMENT COMPANY LLC

LEGAL DESCRIPTION

TRACTS 4, 5, 7 AND 8 OF KOGER EXECUTIVE CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 91 AT PAGE 38 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, CONTAINING 12.28 ACRES, MORE OR LESS.

AND

TRACTS 10 THROUGH 12 AND TRACTS 14 THROUGH 16 OF KOGER EXECUTIVE CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 91 AT PAGE 38 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, CONTAINING 12.08 ACRES, MORE OR LESS.

AND

TRACTS 1, 2, 3, 6 AND 9 OF KOGER EXECUTIVE CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 91 AT PAGE 38 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, TOGETHER WITH A PORTION OF TRACT 21 OF SAID PLAT BOOK 91 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID TRACT 21; THENCE N00°01'26"W ALONG THE WEST LINE OF SAID TRACT 21 FOR A DISTANCE OF 421.18 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, A RADIAL LINE TO SAID POINT BEARS S36°59'21"E; THENCE 32.07 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 676.62 FEET AND A CENTRAL ANGLE OF 02°42'57" TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE, A RADIAL LINE TO SAID POINT BEARS S39°42'19"E; THENCE S39°42'19"E ALONG A PROLONGATION OF SAID RADIAL FOR A DISTANCE OF 61.75 FEET; THENCE S01°22'10"W ALONG THE WEST LINE OF TRACT D OF THE KOGER CENTER ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 132 AT PAGE 73 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA FOR A DISTANCE OF 395.00 FEET; THENCE N88°37'50"W ALONG THE SOUTH LINE OF SAID TRACT 21 FOR A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 13.83 ACRES, MORE OR LESS.

AND

TRACTS A, B, C AND D OF THE KOGER CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 132 AT PAGE 73 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, CONTAINING 22.13 ACRES, MORE OR LESS.

LEGAL DESCRIPTION:

TRACTS 35 AND 36 OF KOGER EXECUTIVE CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 91 AT PAGE 38 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS A PORTION OF SAID TRACT 35 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE NORTHWEST CORNER OF SAID TRACT 35; THENCE S88°34'40"E, AS BASIS OF BEARING ALONG THE NORTH LINE OF SAID TRACT 35, FOR A DISTANCE OF 50.50 FEET; THENCE S01°21'30"W ALONG A LINE 50.50 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID TRACT 35 FOR A DISTANCE OF 40.00 FEET; THENCE N88°34'40"W ALONG A LINE 40.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID TRACT 35 FOR A DISTANCE OF 50.50 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 35; THENCE N01°21'30"E ALONG SAID WEST LINE FOR A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 4.21 ACRES, MORE OR LESS.

AND

TRACT 39 OF KOGER EXECUTIVE CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 91 AT PAGE 38 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, CONTAINING 3.39 ACRES, MORE OR LESS.

DOWNTOWN DORAL MASTER AGREEMENT, ID# 20952

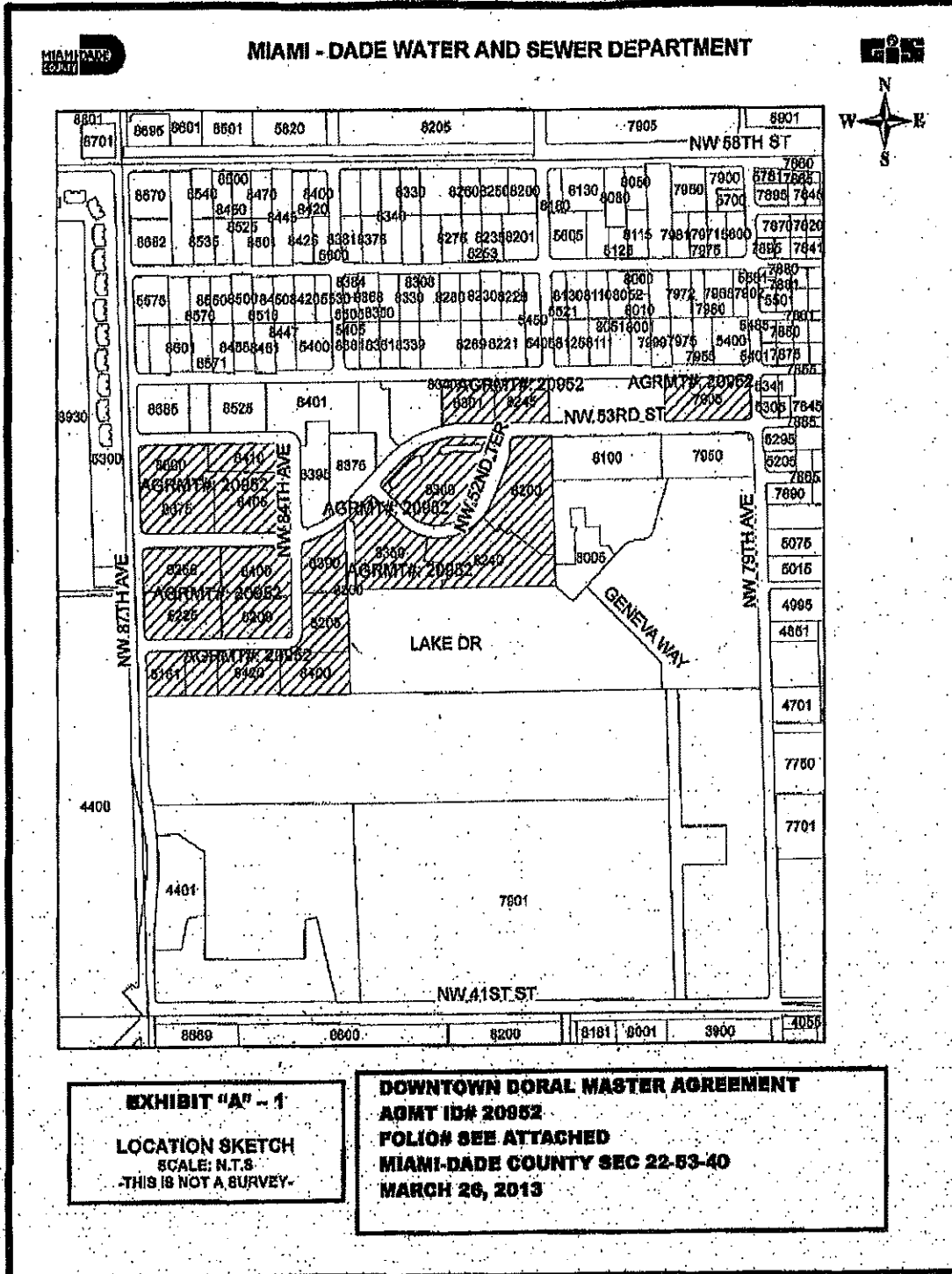


EXHIBIT "A" - 1
LOCATION SKETCH
 SCALE: N.T.S.
 -THIS IS NOT A SURVEY-

DOWNTOWN DORAL MASTER AGREEMENT
AGMT ID# 20952
FOLI# SEE ATTACHED
MIAMI-DADE COUNTY SEC 22-53-40
MARCH 26, 2013

**EXHIBIT "B" OF AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
CM DORAL DEVELOPMENT COMPANY LLC**

SCHEDULE OF DAILY RATED GALLONAGE FOR VARIOUS OCCUPANCY

<u>TYPES OF LAND USES</u>	<u>GALLONS PER DAY (GPD)</u>
RESIDENTIAL LAND USES	
Single Family Residence	220 gpd/unit (under 3001 sq. ft.)
	320 gpd/unit (3001-5000 sq. ft.)
	550 gpd/unit (over 5,000 sq. ft.)
Townhouse Residence	180 gpd/unit
Apartment	150 gpd/unit
Mobile Home Residence/Park	180 gpd/unit
Duplex or Twin Home Residence	180 gpd/unit
COMMERCIAL LAND USES	
Barber Shop	15 gpd/100 sq. ft.
Beauty Shop	25 gpd/1 00 sq. ft.
Bowling Alley	100 gpd/lane
Dentist's Office	20 gpd/100 sq. ft.
Physician's Office	20 gpd/100 sq. ft.
Bar and Cocktail Lounge	20 gpd/100 sq. ft.
Restaurant	
a) Full Service	100 gpd/100 sq. ft.
b) Fast-Food	50 gpd/100 sq. ft.
c) Take-Out	100 gpd/100 sq. ft.
Hotel or Motel	100 gpd/room
Office Building (County)	5 gpd/100 sq. ft.
Office Building (Other)	5 gpd/100 sq. ft.
Motor Vehicle Service Station	10 gpd/100 sq. ft.
Shopping Center/Mall	
a) Retail/Store	10 gpd/100 sq. ft.
Stadium, Racetrack, Ballpark, Fronton, Auditorium, etc..	3 gpd/seat
Retail/Store	10 gpd/100 sq. ft.
Theater	
a) Indoor Auditorium	3 gpd/seat
b) Outdoor Drive-in	5 gpd/space
Camper or R.V. Trailer Park	150 gpd/space
Banquet Hall	15 gpd/100 sq. ft.
a) With Kitchen	50 gpd/100 sq. ft.

DOWNTOWN DORAL MASTER AGREEMENT, ID# 20952

TYPES OF LAND USES (CONTINUED)

GALLONS PER DAY (GPD)

Car Wash	
a) Hand-Type	350 gpd/bay
b) Automated (drive through)	5,500 gpd/bay
Coin Laundry	145 gpd/washer
Country Club	15 gpd/100 sq. ft.
a) With Kitchen	50 gpd/100 sq. ft.
Funeral Home	10 gpd/100 sq. ft.
Gas Station/Convenience Store/Mini-Mart	450 gpd/unit
a) w/ Single Automated Car Wash	1,750 gpd/unit
Health Spa or Gym	10 gpd/100 sq. ft.
Veterinarian Office	20 gpd/100 sq. ft.
Kennel	15 gpd/cage
Marina	60 gpd/slip
Food Preparation Outlet (Bakeries, Meat Markets, Commissaries, etc.)	35 gpd/100 sq. ft.
Pet Grooming	55 gpd/100 sq. ft.
INDUSTRIAL LAND USES	
Airport	
a) Common Area/Concourse	5 gpd/100 sq. ft.
b) Retail/Store	10 gpd/100 sq. ft.
c) Food Service	see restaurant use
House of Worship	10 gpd/100 sq. ft.
Hospital	250 gpd/bed
Nursing/Convalescent Home	150 gpd/bed
Public Park	
a) With toilets only	5 gpd/person
b) With toilets and showers	20 gpd/person
Other Residential Institution/Facility	CLF: 75 gpd/bed
	JAIL: 150 gpd/bed
	OTHER: 100 gpd/person
School	
a) Day care/Nursery	20 gpd/100 sq. ft.
b) Regular School (with or without cafeteria)	12 gpd/100 sq. ft.
Public Swimming Pool Facility	30 gpd/person
Industrial	
a) Warehouse/Spec. Building	1 gpd/100 sq. ft.
b) Mini Storage	1.5 gpd/100 sq. ft.
c) Industrial - Wet	20 gpd/100 sq. ft.
d) Industrial - Dry	2.5 gpd/100 sq. ft.

LEGEND:

gpd - gallons per day
sq. ft. - square feet

NOTES:

- 1) Sewage gallonage refers to sanitary sewage flow on a per unit and/or use basis for average daily flow in gallons per day.
- 2) Condominiums shall be rated in accordance with the specific type of use (i.e. apartment, townhouse, warehouse, etc.).

EXHIBIT "C" OF AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
CM DORAL DEVELOPMENT COMPANY LLC

BUILDING CONNECTION SCHEDULE

<u>TYPE AND NUMBER OF UNITS</u>	<u>GALLONAGE (gpd)</u>	<u>COMPLETION OF BUILDING CONNECTION</u>
Construct and connect to the County's water and sewer systems:		
220,000 sq-ft of office building	11,000	2015 - 2020
1,877 apartment units	281,550	2015 - 2020
25 townhouse residences	4,500	2015 - 2020
22,650 sq-ft of retail store	2,265	2015 - 2020
295,148 sq-ft regular school	35,417	2015 - 2020
67,950 sq-ft of full service restaurant	67,950	2015 - 2020
Demolish previously connected to the County's water and sewer systems		
1,009,709 sq-ft of warehouse building	-50,485 (credit)	
54,614 sq-ft office building	-632 (credit)	

DOWNTOWN DORAL MASTER AGREEMENT, ID# 20952

EXHIBIT "D" OF AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
CM DORAL DEVELOPMENT COMPANY LLC

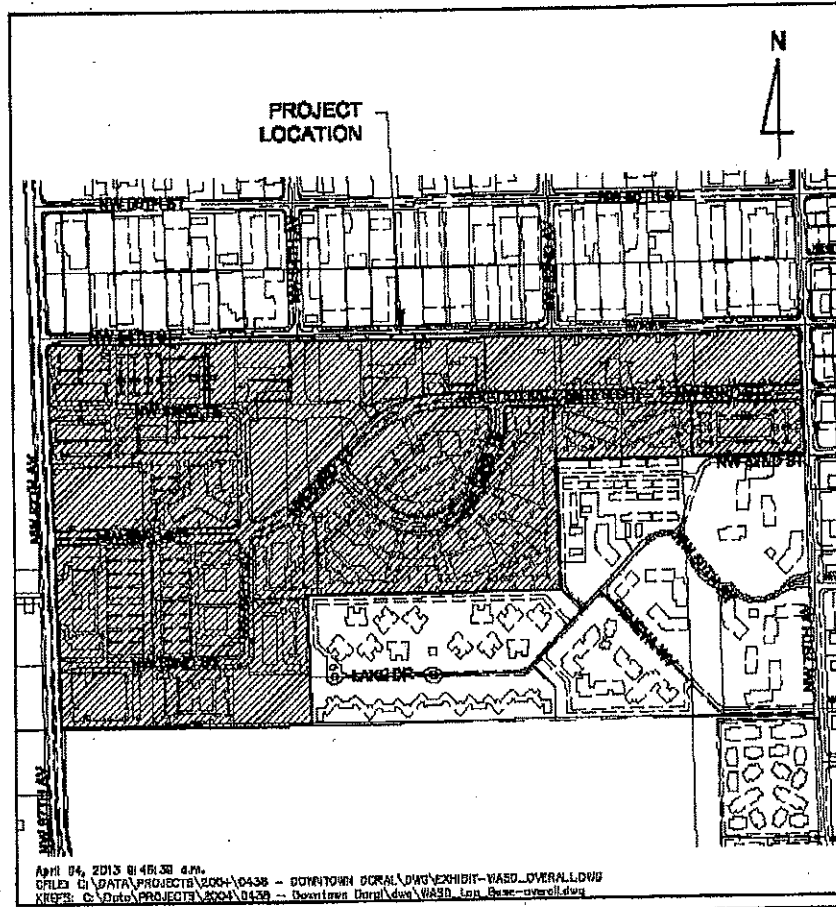


EXHIBIT "D"
LOCATION SKETCH
SCALE: N.T.S.
-THIS IS NOT A SURVEY-

Downtown Doral
City of Doral
Sec. 22-59-40
Date: 04/04/13