



CITY OF DORAL RECORD (MASTER) COPY TRANSMITTAL FORM

OFFICE OF THE CITY CLERK
Page 1 of 1

Transmittal From: Public Works Department
Department

Delivered by: Jennifer Laffita
Name

Date of Transmittal: March 16th, 2011

City Clerk's Date Stamp



The following record (master) copy is being transmitted to the Office of the City Clerk:

- Contract
- Agreement
- Lease
- Deed
- Bond Documentation
- Vehicle Title
- Special Magistrate Order
- Other: Original Closing Binder- Purchase of Real Property (Tract 33)

Is this record (master) copy to be recorded with the County Clerk? Yes No

Description of Record Copy:

Original Closing Binder- Purchase of Real Property (Tract 33). Includes Original Fidelity National Title Insurance Company Owner's Policy No. FL0385-82-3322768-2011.8210609-82845361 and a original ALTA/ACSM Land Title Survey.

Office of the City Clerk Administrative Use Only

Received by: Kristha Gomez

Reviewed for completion by: Barbara Heuer

Returned to originating Department for the following corrections on N/A
Date

Archived in the Office of the City Clerk on 3/18/11 (Date)

Copy provided in electronic format to originating Department on 3/18/11 (Date)

STEARNS WEAVER MILLER
WEISSLER ALHADEFF & SITTERSON, P.A.

150 West Flagler Street, Suite 2200
Miami, FL 33130
Office: (305) 789-3200
Fax: (305) 789-3395

March 14, 2011

Via Federal Express

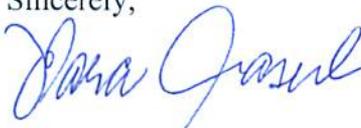
Eric Carpenter, Public Works Director
City of Doral
8300 N.W. 53rd Street, Suite 200
Doral, Florida 33166

Re: Purchase of Real Property (Tract 33) by and between Tract 33, LLC, a Florida limited liability company ("Seller"), and The City of Doral, a Florida Municipal Corporation

Dear Mr. Carpenter:

With respect to the above-referenced transaction, enclosed is the original Closing Binder, which includes the original Fidelity National Title Insurance Company Owner's Policy No. FL0385-82-3322768-2011.8210609-82845361 and an original ALTA/ACSM Land Title Survey.

Sincerely,



Dara Rasul, Assistant
for Marina I. Ross, Esq.

Enclosure

RECEIVED
MAR 15 2011
JL
CITY OF DORAL
PUBLIC WORKS DEPARTMENT

CLOSING BINDER

BUYER: THE CITY OF DORAL, a Florida Municipal Corporation

SELLER: TRACT 33, LLC, a Florida limited liability company

DATE OF CLOSING: DECEMBER 10, 2010

PROPERTY: TRACT 33 IN SECTION 7, TOWNSHIP 53, SOUTH,
RANGE 40 EAST, OF FLORIDA FRUIT LANDS
COMPANY'S SUBDIVISION NO. 1, ACCORDING TO
THE PLAT THEREOF, AS RECORDED IN PLAT BOOK
2, PAGE 17 OF THE PUBLIC RECORDS OF MIAMI-
DADE COUNTY, FLORIDA

1. Contract for Purchase and Sale of Real Property dated November 12, 2010 by and between Tract 33, LLC, a Florida limited liability company ("Seller") and The City of Doral, a Florida Municipal Corporation ("Buyer").
2. Warranty Deed dated December 10, 2010 between the Seller and Buyer recorded on December 14, 2010 in Official Records \Book 27520, at Page 4463 in the Public Records of Miami-Dade County, Florida.
3. General Assignment dated December 10, 2010 between the Seller and Buyer.
4. Seller's Closing Affidavit.
5. Seller's FIRPTA Affidavit.
6. Certificate as to Representations and Warranties by Manager of Tract 33, LLC dated December 10, 2010.
7. Closing Statement dated December 10, 2010.
8. Miami-Dade County Tax Collector Receipt No. 48325 and 48326 dated December 10, 2010.
9. Affidavit Re: Company Authority recorded on December 14, 2010 in O.R. Book 27520 at Page 4461.
10. Certificate of Manager of Tract 33, LLC dated December 10, 2010.
11. State of Florida Department of State Certificate of Good Standing for Tract 33, LLC dated December 9, 2010.
12. Certified copy of Articles of Organization for Tract 33, LLC issued by State of Florida Department of State on December 10, 2010.

CLOSING BINDER

BUYER: THE CITY OF DORAL, a Florida Municipal Corporation

SELLER: TRACT 33, LLC, a Florida limited liability company

DATE OF CLOSING: DECEMBER 10, 2010

PROPERTY: TRACT 33 IN SECTION 7, TOWNSHIP 53, SOUTH,
RANGE 40 EAST, OF FLORIDA FRUIT LANDS
COMPANY'S SUBDIVISION NO. 1, ACCORDING TO
THE PLAT THEREOF, AS RECORDED IN PLAT BOOK
2, PAGE 17 OF THE PUBLIC RECORDS OF MIAMI-
DADE COUNTY, FLORIDA

13. State of Florida Department of State Certificate of Good Standing for AJP Ventures at Doral, LLC dated December 9, 2010.
14. Certified copy of Articles of Organization for AJP Ventures at Doral, LLC issued by State of Florida Department of State on December 10, 2010.
15. Termination of Declaration of Exclusive Irrevocable Easement recorded on December 14, 2010, recorded in Official Records Book 27520 at Page 4428 in the Public Records of Miami-Dade County, Florida.
16. Termination and Release of Declaration of Restrictions and Covenant Running with the Land recorded on December 14, 2010 in Official Records Book 27520 at Page 4432 in the Public Records of Miami-Dade County, Florida.
17. Termination and Temporary Exclusive Construction Easement Agreement recorded on December 14, 2010 in Official Records Book 27520 at Page 4436 in the Public Records of Miami-Dade County, Florida.
18. Termination of Reservation of rights and Easements for the Provisions of Telecommunications Services recorded on December 14, 2010 in Official Records Book 27520 at Page 4440 in the Public Records of Miami-Dade County, Florida.
19. Release of Covenant – Palm Isles at Doral Townhomes ID # 19832 recorded on December 14, 2010 in Official Records Book 27520 at Page 4443 in the Public Records of Miami-Dade County, Florida.
20. Release of Covenant Running with the Land in Lieu of Unity of Title – Palm Isles at Doral Townhomes ID # 19832 recorded on December 14, 2010 in Official Records Book 27520 at Page 4446 in the Public Records of Miami-Dade County, Florida.
21. Release of Agreement – Agreement for Water and Sanitary Sewage Facilities – Palm Isles at Doral Townhomes ID # 19832 recorded on December 14, 2010 in Official Records Book 27520 at Page 4449 in the Public Records of Miami-Dade County, Florida.

CLOSING BINDER

BUYER: THE CITY OF DORAL, a Florida Municipal Corporation

SELLER: TRACT 33, LLC, a Florida limited liability company

DATE OF CLOSING: DECEMBER 10, 2010

PROPERTY: TRACT 33 IN SECTION 7, TOWNSHIP 53, SOUTH, RANGE 40 EAST, OF FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 17 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

22. Release of Agreement – Palm Isles at Doral Townhomes ID # 19833 recorded on December 14, 2010 in Official Records Book 27520 at Page 4452 in the Public Records of Miami-Dade County, Florida.
23. Release of Covenant – Palm Isles at Doral Townhomes ID # 19833 recorded on December 14, 2010 in Official Records Book 27520 at Page 4455 in the Public Records of Miami-Dade County, Florida.
24. Release of Unity of Title – Palm Isles at Doral Townhomes ID # 19833 recorded on December 14, 2010 in Official Records Book 27520 at Page 4458 in the Public Records of Miami-Dade County, Florida.
25. Fidelity National Title Insurance Company Owner's Policy of Title Insurance No. FL0385-82-3322768-2011.8210609-82845361.
26. ALTA/ACSM Land Title Survey for City of Doral issued by Hadonne Corp., a Florida corporation, Job No. 09111.
27. Final Minutes of City of Doral Council Meeting Wednesday, August 11, 2010 – 7:00pm.
28. City of Doral Resolution No. 10-104
29. City of Doral Ordinance #2010-34.

CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY

[a portion of Tract 33, Section 7 – Doral, Florida]

This Contract for Purchase and Sale of Real Property (the "Contract") is made and entered into as of this 2nd day of November, 2010 by and between **TRACT 33, LLC**, a Florida limited liability company (the "Seller"), and **THE CITY OF DORAL**, a Florida Municipal Corporation (the "Buyer").

In consideration of the mutual agreements herein set forth, the parties hereto agree as follows:

1. Definitions. The following terms when used in this Contract shall have the following meanings:

1.1 Attorneys' Fees. All reasonable fees and expenses charged by an attorney for its services and the services of any paralegals, legal assistants or law clerks, including (but not limited to) fees and expenses charged for representation at the trial level and in all appeals.

1.2 Business Day. Any day that the banks in Miami-Dade County, Florida are open for business, excluding Saturdays, Sundays and legal holidays.

1.3 Buyer's Address. The City of Doral, 8300 NW 53rd Street, Suite 200, Doral, Florida 33166; Attn: Eric Carpenter P.E., Public Works Director; Telephone (305) 593-6740; Telecopy (305) 406-6737.

1.4 Buyer's Attorney. Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A., Attention: Robert E. Gallagher, Esq. Buyer's Attorney's mailing address is 150 West Flagler Street, Suite 2200, Miami, Florida 33130; Telephone (305) 789-3300; Telecopy (305) 789-3395.

1.5 Buyer's Costs. Buyer's documented out-of-pocket costs with respect to the purchase of the Property, including but not limited to charges for surveys, lien searches, title examinations, soil tests, feasibility studies, appraisals, environmental audits, engineering and architectural work, and Attorneys' Fees incurred in the negotiation and preparation of this Contract.

1.6 Cash to Close. The Purchase Price plus all of Buyer's closing costs specified herein, subject to the adjustments set forth in Section 15 and Section 16 (if applicable) hereof, less the Deposit.

1.7 GDD. Palm Isle at Doral Community Development District.

1.8 Closing. The delivery of the Deed to Buyer concurrently with the delivery of the Purchase Price to Seller.



1.9 Closing Agent. Buyer's Attorney as agent for the Title Company shall be the Closing Agent.

1.10 Closing Date. The date of the Closing, which shall occur on the later of (i) December 9, 2010; or (ii) five (5) days following the receipt by Buyer of the Final Approval; provided, that if the Closing Date shall fall on a Saturday, Sunday or legal holiday, the date of closing shall be the next date that is not a Saturday, Sunday or legal holiday.

1.11 Deed. The Warranty Deed that conveys title to the Land from Seller to Buyer.

1.12 Deposit. The sum of Twenty Five Thousand Dollars (\$25,000.00), together with all interest earned on said sum while it is held in escrow by Escrow Agent in accordance with this Contract.

1.13 Effective Date. The date this Contract is executed and delivered by the last party (excluding Escrow Agent).

1.14 Escrow Agent. Buyer's Attorney shall be the Escrow Agent.

1.15 Final Approval. The final approval of the amendment to the fiscal year 2010-2011 budget by the City Council of Buyer, which is to be obtained by an ordinance.

1.16 Governmental Authority. Any federal, state, county, municipal or other governmental department, entity, authority, commission, board, bureau, court, agency or any instrumentality of any of them.

1.17 Governmental Requirement. Any law, enactment, statute, code, ordinance, rule, regulation, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, agreement, or other direction or requirement of any Governmental Authority now existing or hereafter enacted, adopted, promulgated, entered, or issued.

1.18 Hazardous Material. Any flammable or explosive materials, petroleum or petroleum products, oil, crude oil, natural gas or synthetic gas usable for fuel, radioactive materials, hazardous wastes or substances or toxic wastes or substances, including, without limitation, any substances now or hereafter defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic materials" or "toxic substances" under any applicable Governmental Requirements.

1.19 Intended Improvements. The public works facility to be constructed on the Land by Buyer.

1.20 Investigation Period. The period of time beginning on the Effective Date and ending not later than 5:00 p.m. on November 19, 2010.

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1.21 Land. That certain real property more particularly described in Exhibit "A" attached hereto and made a part hereof, together with all property rights, easements, tenements, hereditaments, rights-of-way, development rights, entitlements, unused densities, privileges and appurtenances thereto; all leases, rents, and profits derived therefrom; all right, title and interest of Seller in and to any land lying in the bed of any street, road, highway or avenue, open or proposed, public or private, in front of or adjoining all or any part of the Land to the center line thereof; and all right, title and interest of Seller in and to any unpaid award for damage to the Land or any part thereof by reason of change of grade of any street, road, highway or avenue adjacent to the Land; all strips and gores adjoining and adjacent to the Land; and all oil, gas and mineral rights.

1.22 Permitted Exceptions. The title exceptions approved by Buyer pursuant to the terms and conditions of this Contract.

1.23 Property. The Property Records and the Land.

1.24 Property Records. Copies of all the following documents relating to the Property, if in either the possession or control of the Seller: Any and all leases, licenses, permits, authorizations and approvals issued by Governmental Authorities in accordance with Governmental Requirements, development rights, documents relating to the CDD, paid tax bills for the year 2009, title insurance policies, surveys, site plans, plats, soil tests, reports, engineering reports and similar technical data and information, environmental reports and audits, and material correspondence (which shall mean correspondence, other than attorney/client privileged correspondence, which discloses claims, allegations or adverse information regarding the Property or Seller with respect to the Property or claims, allegations or adverse information that the Property violates any Governmental Requirements, that there is hazardous or toxic waste on or about the Property, or that there are defects, deficiencies or hazardous conditions in or on the Property).

1.25 Purchase Price. The sum of Nine Million Five Hundred Thousand and No/100 Dollars (\$9,500,000.00).

1.26 Seller's Address. Tract 33, LLC, 2901 Ponce de Leon Boulevard, Coral Gables, Florida 33134, Attention: Alberto J. Perez, Telephone (786) 556-3756; Facsimile No. (305) 446-5335.

1.27 Seller's Attorney. Sanchez-Medina, Gonzalez, Quesada, Lage, Crespo, Gomez & Machado LLP, Seller's Attorney's mailing address is 2333 Ponce de Leon Boulevard, Suite 302, Coral Gables, Florida 33146, Attention: Roland Sanchez-Medina Jr.; Telephone (305) 448-4344; Facsimile No. (305) 448-7887.

1.28 SFWM/DERM Permits. All permits in effect as of the Effective Date that have been issued by the South Florida Water Management District and/or Miami-Dade County Department of Environmental Resources Management that affect the Land.



1.29 Title Commitment. An ALTA title insurance commitment (Florida Current Edition) from the Title Company, agreeing to issue the Title Policy to Buyer upon satisfaction of the Buyer's obligations pursuant to this Contract.

1.30 Title Company. Fidelity National Title Insurance Company or such other nationally recognized title insurance company licensed to write title insurance in the State of Florida approved by Buyer.

1.31 Title Policy. An ALTA Owner's Title Insurance Policy (Florida Current Edition) with Florida modifications in the amount of the Purchase Price, insuring Buyer's title to the Land, subject only to the Permitted Exceptions.

2. Purchase and Sale. Seller agrees to sell and convey the Property to Buyer and Buyer agrees to purchase and acquire the Property from Seller on the terms and conditions hereinafter set forth.

3. Purchase Price. The Purchase Price shall be paid as follows:

3.1 Deposit. Within one (1) Business Day after the execution of this Contract by Buyer and Seller, Buyer will deliver to Escrow Agent the Deposit. The Deposit shall be placed by Escrow Agent in an interest-bearing escrow account with a commercial or savings bank the deposits of which are insured by the FDIC.

3.2 Cash to Close. The Cash to Close and the Deposit shall be paid to Seller in accordance with Section 14.3. Buyer shall receive a credit at Closing for the interest earned on the Deposit.

4. Investigation Period.

4.1 Suitability for Use. During the Investigation Period Buyer shall determine, in its sole discretion, whether the Property is suitable for Buyer's intended use.

4.2 Seller's Delivery of Property Records. Buyer acknowledges that Seller has delivered to Buyer the Property Records.

4.3 Buyer's Inspection of the Property. During the Investigation Period, and if Buyer elects to go forward with the Closing, from the end of the Investigation Period until the Closing Date, Buyer shall have the right to enter upon the Land and to make all inspections and investigations of the condition of the Land which it may deem necessary, including, but not limited to, soil borings, percolation tests, engineering and topographical studies, and investigations of zoning and the availability of utilities, all of which inspections and investigations shall be undertaken at Buyer's cost and expense. After completing its inspection of the Property, if Buyer elects to terminate this Contract in accordance with this Section, Buyer shall leave the Land in the condition existing on the Effective Date, normal wear and tear and loss due to weather conditions and events excluded.

A handwritten signature in black ink, appearing to be "S. Young", is located in the bottom right corner of the page.

4.4 Indemnification. Buyer hereby agrees to indemnify Seller and hold Seller harmless against all claims, demands and liability, including Attorneys' Fees, for nonpayment for services rendered to Buyer, for mechanics' liens, or for damage to persons or property arising out of Buyer's investigation of the Property. This indemnification and agreement to hold harmless shall survive the termination of this Contract or the Closing.

4.5 Buyer's Right to Terminate. Buyer may elect to terminate this Contract at any time before the end of the Investigation Period by written notice to Seller and to Escrow Agent. Upon a termination of this Contract, Escrow Agent shall return to Buyer the Deposit and thereafter this Contract shall be terminated and except as otherwise specifically set forth in this Contract, neither Buyer nor Seller shall have any further rights or obligations hereunder.

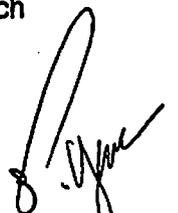
5. Title.

5.1 Delivery of Title Policy and Obtaining of Title Commitment. Buyer shall have until the end of the Investigation Period to obtain and review the Title Commitment together with a copy of each instrument shown as an exception or pertaining to a requirement in Schedule B thereof.

5.2 Marketable Title. Seller shall convey to Buyer marketable title to the Property, subject only to the Permitted Exceptions. Marketable title shall be determined according to the Title Standards adopted by authority of The Florida Bar and in accordance with law. Buyer shall have five (5) days from the date of receiving the Title Commitment to examine same. If title is found defective, Buyer shall, within five (5) days after receipt of the Title Commitment, notify Seller in writing of the specific title defect(s) (the "Buyer Notice"), but in no event later than the expiration of the Investigation Period. Within one (1) day after receipt of the Buyer Notice, Seller shall notify Buyer whether Seller shall correct such defect(s). If Seller elects not to correct the defect(s) set forth in the Buyer Notice, Buyer shall have the option of either accepting the title in its existing condition, or of terminating this Contract by sending written notice of termination to Seller and Escrow Agent. If Seller elects to correct the defect(s) as set forth in the Buyer Notice, Seller shall use diligent effort to correct such defect(s) within thirty (30) days from Seller's receipt of the Buyer Notice. Buyer, at its option, may extend the time to cure the defect and the Closing Date by a period of time equal to the period of time that is required to cure the title defect. If Seller is not successful in removing the defect(s) within said time, Buyer shall have the option of either accepting the title in its existing condition, or of terminating this Contract by sending written notice of termination to Seller and Escrow Agent.

5.3 Seller Obligation to Cure. Anything in Section 5.2 to the contrary notwithstanding, Seller shall (a) cure any defect or objection to title which can be removed solely by the payment of a liquidated amount not to exceed \$50,000.00 and (b) cause all mortgages and other security documents encumbering the Property to be satisfied and terminated of record.

5.4 Additional Objections. Notwithstanding anything to the contrary contained herein, with respect to title defects (other than any Permitted Exceptions) which

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first arise, occur or appear of record after the Effective Date and time of the Title Commitment, or which are not set forth in the Title Commitment and Buyer becomes aware of same after the issuance of the Title Commitment, Buyer may raise such objections by notifying Seller in writing within five (5) days of the date that Buyer learns of the existence of such defects and Seller shall act in good faith and shall use its reasonable, good faith efforts to clear, all such title objections as provided in this Section 5. The Closing Date shall be postponed as necessary for the title objection to be cleared to the reasonable satisfaction of Buyer, Buyer's Attorney and the Title Company, provided however that if Seller is unsuccessful in clearing such title objection within a period of thirty (30) days (as same may be extended by Section 5.2) of the notice delivered by Buyer to Seller specifying such title defects, Buyer may then pursue such remedies as may be available to Buyer pursuant to Section 5.2.

5.5 Termination of Contract. Upon the termination of this Contract pursuant to a provision set forth in Section 5 or the below Section 6, Escrow Agent shall return the Deposit to Buyer and, thereafter, neither Buyer nor Seller shall have any further rights or obligations hereunder except as otherwise provided in this Contract.

6. Survey.

6.1 Survey Defects. Buyer acknowledges that Buyer obtained a current ALTA Survey of the Land (the "Survey"). If the Survey shows any encroachment on the Land, or that any Improvement located on the Land encroaches on the land of others, or if the Survey shows any other defect which would adversely affects either the marketability of or title to the Property, Buyer shall notify Seller of such defect within five (5) days after receipt of the Survey, but in no event later than the expiration of the Investigation Period, and such encroachment or defect shall be treated in the same manner as title defects are treated under this Contract.

7. Seller's Representations.

7.1 Representations and Warranties. Seller hereby represents and warrants to Buyer as of the Effective Date and as of the Closing Date as follows:

7.1.1 Seller's Existence. Seller is a limited liability company duly created under the laws of the State of Florida, whose status is active in the State of Florida, and that it has the requisite legal authority to own and sell the Property, to enter into this Contract, comply with the terms of this Contract and perform the obligations incurred hereunder and all required action has been taken to make this Contract valid and binding on Seller.

7.1.2 Authority. The execution and delivery of this Contract by Seller and the consummation by Seller of the transaction contemplated by this Contract are within Seller's capacity and all requisite action has been taken to make this Contract valid and binding on Seller in accordance with its terms.

7.1.3 No Legal Bar. The execution by Seller of this Contract and the consummation by Seller of the transaction hereby contemplated does not, and on



the Closing Date will not (a) result in a breach of or default under any indenture, agreement, instrument or obligation to which Seller is a party and which affects all or any portion of the Property, (b) result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property might be bound, or (c) to Seller's knowledge, constitute a violation of any Governmental Requirement.

7.1.4 No Default. Seller is not in default under any indenture, mortgage, deed of trust, loan agreement, or other agreement to which Seller is a party and which affects any portion of the Property.

7.1.5 Compliance With Governmental Requirements. To the best of Seller's knowledge, Seller and the Property are in compliance with all Governmental Requirements.

7.1.6 Title. Seller is the owner of marketable title to the Property, free and clear of all liens, encumbrances, easements and restrictions of any kind, except the Permitted Exceptions and encumbrances of record which will be paid and removed at Closing.

7.1.7 Litigation. To the best of Seller's knowledge, there are no actions, suits, proceedings or investigations pending or threatened against Seller or the Property affecting any portion of the Property or the Seller's ability to convey marketable and insurable title to the Property.

7.1.8 No Condemnation Pending or Threatened. To the best of Seller's knowledge, there is no pending or threatened condemnation or similar proceeding affecting the Property or any portion thereof, nor has Seller knowledge that any such action is presently contemplated.

7.1.9 No Hazardous Material. The Property has not in the past been used and is not presently being used for the handling, storage, transportation or disposal of Hazardous Material.

7.1.10 No Special Assessments or Impact Fees. No portion of the Property is or will be affected by any special assessments or impact fees imposed by any Governmental Authority, except for the assessments imposed by the CDD.

7.1.11 Parties in Possession. There are no parties other than Seller in possession of any portion of the Land.

7.1.12 Commitments to Governmental Authorities. Except for the CDD, no commitments relating to the Property have been made to any Governmental Authority, utility company, school board, church or other religious body or any homeowner or homeowners association or any other organization, group or individual which would impose an obligation upon Buyer or its successors or assigns to make any contribution or dedication of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Land; and no Governmental Authority has imposed



any requirement that any developer of the Land pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with the development of the Land, which fees, contributions or expenses remain unpaid.

7.1.13 Adverse Information. Seller has no information or knowledge of (a) any Governmental Requirement, (b) any change contemplated in any Governmental Requirement, (c) any judicial or administrative action, (d) any action by adjacent landowners, (e) any natural or artificial conditions upon the Land, or (f) any other fact or condition of any kind or character whatsoever which would prevent, limit, impede, render materially more costly or materially adversely affect Buyer's use of the Property with the Intended Improvements.

7.1.14 Assessed Valuation. Seller is currently contesting real estate tax assessments for the Property for the year 2009 and year 2010. Notwithstanding anything to the contrary contained herein, at Closing Seller shall pay for 2009 real estate taxes and its prorated share of 2010 real estate taxes (in accordance with Section 15.1.1).

7.1.15 Insolvency. Seller has not made an assignment for the benefit of creditors or admitted in writing its inability to pay its debts as they mature or has been adjudicated as bankrupt or has filed a petition in voluntary bankruptcy or a petition or answer seeking reorganization or an arrangement with creditors under the federal bankruptcy law or any other similar law or statute of the United States or any state and no such petition has been filed against it.

8. Survival of Representations. All of the representations of the Seller set forth in this Contract shall be true upon the execution of this Contract, shall be deemed to be repeated at and as of the Closing Date, and shall be true as of the Closing Date. All of the representations, warranties and agreements of the Seller set forth in this Contract shall survive the Closing for a period of one year (1) after the Closing Date.

9. Seller's Affirmative Covenants.

9.1 Acts Affecting Property. From and after the Effective Date, except as otherwise required of Seller herein, Seller will not (a) perform any grading, excavation, construction, or removal of any Improvements, or making any other change or improvement upon or about the Property; (b) create or incur, or suffer to exist, any mortgage, lien, pledge, or other encumbrances in any way affecting the Property other than the Permitted Exceptions; and (c) commit any waste or nuisance upon the Property.

9.2 Maintenance of Property. From the Effective Date until the Closing, the Property will be kept in good order. Seller will observe all Governmental Requirements affecting the Property and its use, until the Closing Date.

9.3 No Changes in Laws. Seller will advise Buyer promptly of any change in any applicable Governmental Requirement which might affect the value or use of the Property by Buyer with the Intended Improvements of which Seller obtains knowledge.



9.4 Application(s) for Permits and Other Applications and Documents Relating Thereto. From and after the Effective Date, upon the reasonable request of the Buyer, the Seller shall promptly execute such application(s) for permits and other applications and documents relating thereto for the Buyer to obtain such permits as may be required by any Governmental Authority for the Buyer to construct the Intended Improvements and any ancillary facilities related thereto on the Land. Buyer shall pay any and all applicable fees relating to said applications. Further, from and after the Closing Date, Seller shall use its good faith efforts to assist Buyer in modifying and assigning the SFWMD/DERM Permits to Buyer, at Buyer's sole cost and expense. Seller shall, promptly upon the reasonable request of Buyer, execute and deliver to Buyer such consents, joinders or other authorizations required by a Governmental Authority for Buyer to submit thereto and process therewith any application necessary to modify and/or assign the SFWMD/DERM Permits. The provisions of this Section 9.4 shall survive the Closing of this Contract.

9.5 Further Assurances. In addition to the obligations required to be performed hereunder by Seller at the Closing, Seller agrees to perform such other acts, and to execute, acknowledge, and deliver subsequent to the Closing such other instruments, documents, and other materials as Buyer may reasonably request in order to effectuate the consummation of the transactions contemplated herein and to vest title to the Property in Buyer.

9.6 Separate Tax Folio. In the event that the Land does not have a unique tax folio or tax identification number, then Seller covenants and agrees to cooperate with Buyer and facilitate in Buyer's efforts to have a unique tax folio or tax identification number issued for the Land, which tax folio or tax identification number will include no other property than the Land.

10. Buyer's Representations. Buyer hereby represents and warrants to the Seller as of the Effective Date and as of the Closing Date as follows:

10.1 Buyer's Existence and Authority. Buyer is a Florida Municipal Corporation. Buyer has full power and authority to purchase the Property and to comply with the terms of this Contract.

10.2 Receipt of the Property Records. Buyer acknowledges receipt of all of the Property Records.

11. Conditions to Buyer's Obligation to Close.

11.1 Buyer shall not be obligated to close under this Contract unless and until each of the following conditions are either fulfilled or waived, in writing, by Buyer:

11.1.1 Final Approval. Buyer shall obtain the Final Approval.

11.1.2 Compliance with Covenants. Seller shall have performed all covenants, agreements and obligations and complied with all conditions



required by this Contract to be performed or complied with by Seller prior to the Closing Date.

11.1.3 Delivery of Documents. Seller shall be prepared to deliver to Buyer all instruments and documents to be delivered to Buyer at the Closing pursuant to this Contract.

11.1.4 No Prior Termination. This Contract shall not have been previously terminated pursuant to any other provision hereof.

11.1.5 Satisfaction of Other Conditions. All conditions to Closing otherwise contained in this Contract shall have been satisfied.

11.1.6 Representations and Warranties and Seller's Affirmative Covenants. All of Seller's representations and warranties shall be true and correct and Seller shall have strictly complied with all of Seller's Affirmative Covenants.

11.1.7 Status of Title. The status of title to the Land shall be as required by this Contract.

11.2 Failure to Satisfy Conditions. Should the conditions to Buyer's obligation to close under the Contract be not satisfied or waived at or before the Closing Date, in addition to such other rights that the Buyer may have pursuant to this Contract, the Buyer shall have the right to terminate this Contract upon written notice to the Seller and upon such termination, receive a return of the Deposit from the Escrow Agent, and thereafter neither Buyer nor Seller shall have any further obligations under this Contract.

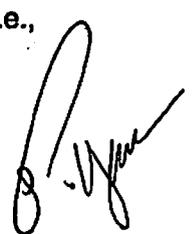
12. Closing. Subject to all of the provisions of this Contract, Buyer and Seller shall close this transaction on the Closing Date commencing at 10:00 a.m. The Closing shall take place at the office of Buyer's Attorney.

13. Seller's Closing Documents.

13.1 Documents. At Closing, Seller shall deliver the following documents ("Seller's Closing Documents") to Buyer:

13.1.1 Deed. The Deed which shall be duly executed and acknowledged by Seller so as to convey to Buyer good and marketable fee simple title to the Land free and clear of all liens, encumbrances and other conditions of title other than the Permitted Exceptions.

13.1.2 Seller's No Lien, Gap and FIRPTA Affidavit. An affidavit from Seller attesting that (a) no individual, entity or Governmental Authority has any claim against the Property under the applicable contractor's lien law, (b) except for Seller, no individual, entity or Governmental Authority is either in possession of the Property or has a possessory interest or claim in the Property and (c) no improvements to the Property have been made for which payment has not been made. The Seller's affidavit shall include language sufficient to enable the Title Company to insure the "gap", i.e.,



delete as an exception to the Title Commitment any matters appearing between the effective date of the Title Commitment and the effective date of the Title Policy. The affidavit shall also include the certification of non-foreign status required under Section 1445 of the Internal Revenue Code to avoid the withholding of income tax by the Buyer.

13.1.3 General Assignment. A General Assignment, assigning to Buyer all of Seller's rights to the Land, including but not limited to, any and all rights to water and sewer allocations, rights to storm water drainage, rights to impact fee and mitigation credits, development rights and rights, any and all permits allocable or heretofore allocated to the Property.

13.1.4 Closing Statement. A closing statement setting forth the Purchase Price, Deposit and all credits, adjustments and prorations between Buyer and Seller, and the net Cash to Close due Seller.

13.1.5 Form 1099-B. Such federal income tax reports respecting the sale of the Property as are required by the Internal Revenue Code of 1986.

13.1.6 Certificate of Representations and Warranties. A certificate of the Seller stating that all of the representations and warranties contained in this Contract are true, accurate and complete as of the Closing Date.

13.2 Documents. At Closing, Buyer shall deliver the following documents ("Buyer's Closing Documents") to Seller:

13.2.1 Closing Statement. A closing statement setting forth the Purchase Price, Deposit and all credits, adjustments and prorations between Buyer and Seller, and the net Cash to Close due Seller.

13.3 Pre-Closing Delivery. Copies of Seller's Closing Documents shall be delivered to Buyer's Attorney for review not less than five (5) days prior to the Closing Date.

14. Closing Procedure. The Closing shall proceed in the following manner:

14.1 Transfer of Funds. Buyer shall pay the Cash to Close and Escrow Agent shall deliver the Deposit to the Closing Agent by wire transfer to a depository designated by Closing Agent.

14.2 Delivery of Documents. Buyer shall deliver Buyer's Closing Documents, to Closing Agent.

14.3 Disbursement of Funds and Documents. At the Closing, the Closing Agent shall (i) disburse the Deposit and Cash to Close to Seller by wire transfer to a depository designated by Seller, and Buyer's Closing Documents to Seller and (ii) deliver the Seller's Closing Documents to Buyer.



15. Prorations and Closing Costs.

15.1 Prorations. The following items shall be prorated and adjusted between Seller and Buyer as of the midnight preceding the Closing, except as otherwise specified:

15.1.1 Taxes. Real estate and personal property taxes shall be prorated based on amounts for the current year with maximum discount taken, except that if tax amounts for the current year are not available, prorations shall be made based upon taxes for the preceding year, with no discount taken. If Seller is successful in contesting its real estate tax assessments for the Property for 2009 or 2010 and any refund is issued directly to Buyer, Buyer shall remit the monies to Seller within ten (10) days of receipt thereof; provided such monies are allocable to the period prior to the Closing Date (with respect to 2010 taxes).

15.1.2 Pending and Certified Liens. Certified municipal liens and pending municipal liens for which work has been substantially completed shall be paid by the Seller and other pending liens shall be assumed by the Buyer.

15.1.3 Utilities. Water, sewer, electricity, gas and other utility charges, if any, shall be prorated on the basis of the fiscal period for which assessed, except that if there are utility meters for the Property, apportionment at the Closing shall be based on the last available reading.

15.2 Reproration of Taxes. At the Closing, the above-referenced items shall be prorated and adjusted as indicated. If subsequent to the Closing, taxes for the year of Closing are determined to be higher or lower than as prorated, a reproration and adjustment will be made at the request of Buyer or Seller upon presentation of actual tax bills, and any payment required as a result of the reproration shall be made within ten (10) days following written demand therefor. All other prorations and adjustments shall be final. This provision shall survive the Closing.

15.3 Seller's Closing Costs. Seller shall pay for the following items prior to or at the time of Closing:

Documentary stamps on Deed
Recording of any corrective instruments, if any
Seller's Attorney Fees

15.4 Buyer's Closing Costs. Buyer shall pay for the following items prior to or at the time of Closing:

Surtax on Deed
Recording of Deed
Title Commitment
Title Policy
Survey



Buyer's Attorney Fees

16. CDD.

16.1 As additional consideration for the consummation of the transactions contemplated hereby, Buyer agrees to (i) assume all of the outstanding obligations and expenses of the CDD (and any obligations of Seller in connection with the CDD), and (ii) petition Miami-Dade County for the termination of the CDD as promptly as reasonably possible (but in no event later than sixty (60) days from the Closing Date). The parties acknowledge that as of the date of this Contract there are approximately Seventy-Five Thousand and No/100 Dollars (\$75,000.00) in CDD-related expenses.

16.2 For a period of three (3) months after the Closing Date, Buyer shall indemnify and hold Seller and its direct and indirect members, officers, managers, principals, affiliates, employees, agents, contractors, advisors, attorneys, accountants and other consultants and any successors or assigns of the foregoing (collectively, "Seller Related Parties") harmless from and against any and all loss, costs, damages, liens, claims, liabilities or expenses (including, but not limited to, reasonable attorneys' fees, court costs and disbursements) actually incurred by Seller or any of Seller's Related Parties with respect to the CDD arising subsequent to the Closing Date.

16.3 Buyer and Seller agree that Buyer shall make a payment to the CDD up to the total amount of \$75,000.00. Prior to Closing, Buyer shall obtain an estoppel from the CDD and if the amount of the CDD expenses exceeds \$75,000.00, Seller shall be responsible for payment of such excess and Purchase Price payable by Buyer under this Contract shall be reduced by such excess amount.

16.4 Seller agrees to perform such acts, and to execute, acknowledge, and deliver subsequent to the Closing such other instruments, documents, and other materials as Buyer may reasonably request in order to effectuate the dissolution and termination of the CDD. The provisions of this section shall survive the Closing of this Contract.

17. Possession. Buyer shall be granted full possession of the Property at Closing.



18. Condemnation and Damage by Casualty.

18.1 Condemnation. In the event of the institution of any proceedings by any Governmental Authority, which shall relate to the proposed taking of any portion of the Property by eminent domain prior to Closing, or in the event of the taking of any portion of the Property by eminent domain prior to Closing, Seller shall promptly notify Buyer and Buyer shall thereafter have the right and option to terminate this Contract by giving Seller written notice of Buyer's election to terminate within fifteen (15) days after receipt by Buyer of the notice from Seller. Seller hereby agrees to furnish Buyer with written notice of a proposed condemnation within two (2) Business Days after Seller's receipt of such notification. Should Buyer terminate this Contract, the Deposit shall immediately be returned to Buyer and thereafter the parties hereto shall be released from their respective obligations and liabilities hereunder, except as expressly set forth herein. Should Buyer elect not to terminate, the parties hereto shall proceed to Closing and Seller shall assign all of its right, title and interest in all awards in connection with such taking to Buyer.

18.2 Damage by Casualty. It is the intention of the parties that on the Closing Date, Seller shall transfer to Buyer the Property in its present state and condition, subject only to reasonable wear and tear. Therefore, risk of loss to the Property from fire, windstorm or other casualty shall be borne by Seller until the Closing Date.

19. Misrepresentations; Non-Satisfaction of Conditions; Default.

19.1 Buyer's Pre-Closing Remedies for Seller's Misrepresentations. In the event that Buyer becomes aware prior to Closing that any of Seller's warranties or representations set forth in this Contract are not true on the Effective Date or at anytime thereafter but prior to Closing, and in the event that Seller is unable to render any such representation or warranty true and correct as of the Closing Date, Buyer may either: (a) terminate this Contract by written notice thereof to Seller and Escrow Agent, in which event the Deposit shall be returned to Buyer, Seller shall reimburse Buyer for Buyer's Costs and the parties will be relieved of all further obligations hereunder, except as expressly set forth herein, or (b) elect to close under this Contract notwithstanding the failure of such representation, in which event the Closing shall be deemed a waiver by Buyer of the failure of such representation and warranty and Buyer may not recover from the Seller any damages sustained by Buyer.

19.2 Buyer's Post-Closing Remedies for Seller's Misrepresentations. From and after the Closing, Seller agrees to indemnify Buyer and hold Buyer harmless and defend Buyer from and against any and all loss, cost, claims, liabilities, damages and expenses, including, without limitation, Attorneys' Fees, arising as the result of a breach of any of the representations or warranties of Seller.

19.3 Buyer's Remedies for Seller's Failure to Satisfy Conditions to Closing. In addition to any other remedy that Buyer may have for Seller's breach of this Contract, if the conditions to Buyer's obligations have not been satisfied on or before the Closing Date, Buyer shall have the option of continuing the Closing Date for a period not to

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exceed six (6) months until such time as the conditions have been satisfied. This option is a continuing option and not an election of remedies; therefore, at any time after the originally scheduled Closing Date if the conditions to Buyer's obligations to close have not been satisfied, Buyer can elect to terminate this extension of the Closing Date and pursue its remedies against Seller as elsewhere provided in this Contract.

19.4 Buyer's Remedies for Seller's Default. In the event that this transaction fails to close due to a refusal to close or default on the part of Seller, Buyer as its sole remedy shall have the right to elect any one of the following options:

19.4.1 Buyer may terminate the Contract, receive a return of the Deposit from Escrow Agent and the payment from Seller of Buyer's Costs, and thereafter neither Buyer nor Seller shall have any further obligations under this Contract, except as expressly set forth herein.

19.4.2 Buyer may seek specific performance of the Contract.

19.5 Seller's Remedies for Buyer's Default. In the event that this transaction fails to close due to a refusal or default on the part of Buyer, of the Deposit shall be paid by the Escrow Agent shall be paid to the Seller as agreed-upon liquidated damages and thereafter, except as otherwise specifically set forth in this Contract, neither Buyer nor Seller shall have any further obligation under this Contract. Buyer and Seller acknowledge that if Buyer defaults, Seller will suffer damages in an amount which cannot be ascertained with reasonable certainty on the Effective Date and that the portion of the Deposit to be paid to Seller most closely approximates the amount necessary to compensate Seller in the event of such default. Buyer and Seller agree that this is a bona fide liquidated damage provision and not a penalty or forfeiture provision.

19.6 Notice and Opportunity to Cure Defaults. Prior to either Buyer or Seller declaring a default under this Contract, the non-defaulting party shall send written notice of the default to the defaulting party and to the Escrow Agent. The defaulting party shall have a period of ten (10) days after receipt of the notice of default to cure such default. Neither Buyer nor Seller shall be entitled to any of the remedies set forth in this section prior to the sending of a notice of default to the defaulting party and the allowance of an opportunity to cure such default within ten (10) days after the receipt of the notice by the defaulting party.

20. Brokers.

20.1 Indemnification. Each party represents to the other that no broker has been involved in this transaction. It is agreed that if any claims for brokerage commissions or fees are ever made against Seller or Buyer, in connection with this transaction, all such claims shall be handled and paid by the party whose actions or alleged commitments form the basis of such claim. It is further agreed that each party agrees to indemnify and hold harmless the other from and against any and all such claims or demands with respect to any brokerage fees or agents' commissions or other



compensation asserted by any person, firm, or corporation in connection with this Contract or the transactions contemplated hereby.

21. Notices. Any notice, request, demand, instruction or other communication to be given to either party hereunder, except where required to be delivered at the Closing, shall be in writing and shall either be (a) hand-delivered, (b) sent by Federal Express or a comparable overnight mail service, or (c) sent by telephone facsimile transmission provided that an original copy of the transmission shall be mailed by regular mail, to Buyer, Seller, Buyer's Attorney, Seller's Attorney, and Escrow Agent, at their respective addresses set forth in Section 1 of this Contract. Notice shall be deemed to have been given upon receipt or refusal of delivery of said notice. The addressees and addresses for the purpose of this paragraph may be changed by giving notice. Unless and until such written notice is received, the last addressee and address stated herein shall be deemed to continue in effect for all purposes hereunder.

22. Escrow Agent. The escrow of the Deposit shall be subject to the following provisions:

22.1 Duties and Authorization. The payment of the Deposit to the Escrow Agent is for the accommodation of the parties. The duties of the Escrow Agent shall be determined solely by the express provisions of this Contract. The parties authorize the Escrow Agent, without creating any obligation on the part of the Escrow Agent, in the event this Contract or the Deposit becomes involved in litigation, to deposit the Deposit with the clerk of the court in which the litigation is pending and thereupon the Escrow Agent shall be fully relieved and discharged of any further responsibility under this Contract. The undersigned also authorize the Escrow Agent, if it is threatened with litigation, to interplead all interested parties in any court of competent jurisdiction and to deposit the Deposit with the clerk of the court and thereupon the Escrow Agent shall be fully relieved and discharged of any further responsibility hereunder.

22.2 Liability. The Escrow Agent shall not be liable for any mistake of fact or error of judgment or any acts or omissions of any kind unless caused by its willful misconduct or gross negligence. The Escrow Agent shall be entitled to rely on any instrument or signature believed by it to be genuine and may assume that any person purporting to give any writing, notice or instruction in connection with this Contract is duly authorized to do so by the party on whose behalf such writing, notice, or instruction is given.

22.3 Indemnification. The parties will, and hereby agree to, jointly and severally, indemnify the Escrow Agent for and hold it harmless against any loss, liability, or expense incurred without gross negligence or willful misconduct on the part of the Escrow Agent arising out of or in connection with the acceptance of, or the performance of its duties under, this Contract, as well as the costs and expenses of defending against any claim or liability arising under this Contract. This provision shall survive the Closing or termination of this Contract.



22.4 Buyer's Attorney. Seller acknowledges that the Escrow Agent is also Buyer's Attorney in this transaction, and that Seller hereby consents to the Escrow Agent's representation of Buyer in any litigation which may arise out of this Contract.

23. Assignment. This Contract may not be assigned by Buyer without Seller's consent.

24. Miscellaneous.

24.1 Counterparts and Execution via Electronic Transmission. This Contract may be executed in any number of counterparts, any one and all of which shall constitute the contract of the parties and each of which shall be deemed an original. The execution of this Contract and delivery via electronic transmission shall be sufficient for all purposes and shall be binding on the party who so executes.

24.2 Section and Paragraph Headings. The section and paragraph headings herein contained are for the purposes of identification only and shall not be considered in construing this Contract.

24.3 Amendment. No modification or amendment of this Contract shall be of any force or effect unless in writing executed by both Seller and Buyer.

24.4 Attorneys' Fees. If any party obtains a judgment against any other party by reason of breach of this Contract, Attorneys' Fees and costs shall be included in such judgment.

24.5 Governing Law. This Contract shall be interpreted in accordance with the internal laws of the State of Florida, both substantive and remedial.

24.6 Entire Contract. This Contract and the Final Approval sets forth the entire agreement between Seller and Buyer relating to the Property and all subject matter herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

24.7 Time of the Essence. Time is of the essence in the performance of all obligations by Buyer and Seller under this Contract.

24.8 Computation of Time. Any reference herein to time periods of less than six (6) days shall exclude Saturdays, Sundays and legal holidays in the computation thereof. Any time period provided for in this Contract which ends on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. on the next full Business Day.

24.9 Successors and Assigns. This Contract shall inure to the benefit of and be binding upon the permitted successors and assigns of the parties hereto.

24.10 Survival. All representations and warranties of Seller and Buyer set forth in this Contract shall survive the Closing for a period of one (1) year after the Closing Date.



24.11 Construction of Contract. All of the parties to this Contract have participated freely in the negotiation and preparation hereof; accordingly, this Contract shall not be more strictly construed against any one of the parties hereto.

24.12 Gender. As used in this Contract, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular as the context may require.

24.13 Notice Regarding Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

[Signatures on the next page]

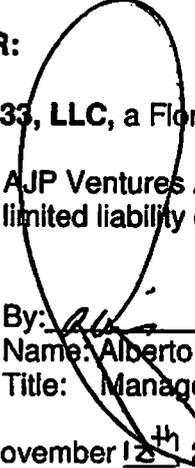
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IN WITNESS WHEREOF, the parties have executed this Contract as of the dates indicated below.

SELLER:

TRACT 33, LLC, a Florida limited liability company

By: AJP Ventures At Doral, LLC, a Florida limited liability company, its manager

By: 
Name: Alberto J. Perez
Title: Manager

Date: November 12th 2010

BUYER:

THE CITY OF DORAL,
a Florida Municipal Corporation

By: 
Name: Yvonne Soler-McKinley
Title: City Manager

Date: November 12 2010

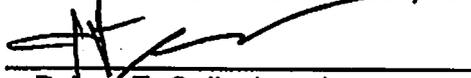
Approved as to form and legal sufficiency
for the sole use of the City of Doral


City Attorney

Jose M. Jimenez 11.12.10
Print Name



ESCROW AGENT: (as to only those Sections of the Contract pertaining to the Escrow Agent's rights and responsibilities): Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.

By: 
Robert E. Gallagher, Jr.

Date: November 16th, 2010





CFN 2010R0836070
 DR Bk 27520 Pgs 4463 - 4466; (4pgs)
 RECORDED 12/14/2010 15:56:47
 DEED DOC TAX 57,000.00
 SURTAX 42,750.00
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

Prepared by and return to:
 ROLAND SANCHEZ-MEDINA, Jr.
 Attorney at Law
 SANCHEZ-MEDINA, GONZALEZ, QUESADA, LAGE, et al.
 2333 Ponce De Leon Blvd. Suite 302
 Coral Gables, FL 33134
 305-424-0236
 File Number: 3101.0003
 Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 10th day of December, 2010 between TRACT 33, LLC, a Florida limited liability company, whose post office address is 2901 Ponce De Leon Blvd, Coral Gables, FL 33134, grantor, and THE CITY OF DORAL, a Florida Municipal Corporation, whose post office address is 8300 NW 53rd Street, Suite 200, Miami, FL 33166, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Miami-Dade County, Florida to-wit:

See Exhibit "A" attached hereto and made a part hereof as if fully set forth herein.

Parcel Identification Number: 35-3007-001-0330

Subject to those matters set forth in Exhibit "B" attached hereto and made part hereof.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Together with all rights, title and interest in and to any existing, or proposed streets, roadways, alleys and or right of ways which are adjacent to the property.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

TRACT 33, LLC, a Florida limited liability company

By: AJP VENTURES AT DORAL, LLC, a Florida limited liability company, its Manager

By: [Signature]
ALBERTO J. PEREZ, Manager

[Signature]
Witness Name: [Signature]

[Signature]
Witness Name: Jessica Mieres

(Corporate Seal)

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 10th day of December, 2010 by ALBERTO J. PEREZ, Manager of AJP VENTURES AT DORAL, LLC, on behalf of the corporation for TRACT 33, LLC. He is personally known to me or has produced a driver's license as identification.

[Notary Seal]

[Signature]
Notary Public

Printed Name: _____

My Commission Expires: _____

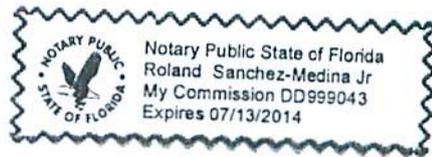


EXHIBIT "A"

Legal Description of the Land

Tract 33 in Section 7, Township 53 South, Range 40 East, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida.

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EXHIBIT "A"

Legal Description of the Land

Tract 33 in Section 7, Township 53 South, Range 40 East, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida.

EXHIBIT "B"

1. Taxes and assessments for the year 2011 and subsequent years, which are not yet due and payable.
2. Rights-of-ways as shown on the Plat of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION recorded in Plat Book 2, Page 17.
3. Canal reservations in favor of the Trustees of the Internal Improvement Fund of the State of Florida recorded in Deed Book 46, Page 240.
4. Canal reservations in Tax Deed (No. 372) reference to Tracts 33, from Trustees of Internal Improvement Fund dated October 11, 1922, filed October 27, 1922, in Deed Book 314, Page 374.
5. South Florida Water Management District Environmental Resource Permit Notice, recorded May 10, 2007, in Official Records Book 25609, Page 4583.
6. Covenant Running With Land of Palm Isle at Doral, recorded May 18, 2007, in Official Records Book 25632, page 1528, as corrected by instrument recorded January 10, 2008, in Official Records Book 26153, Page 1544.
7. Ordinance No. 07-103, dated July 24, 2007, "Palm Isle at Doral Multi./Maint. and Street Lighting", recorded August 21, 2007, in Official Records Book 25871, Page 420.
8. Assessment Roll Resolution R-857-07, dated July 24, 2007 for a Special Taxing District known as "Palm Isle at Doral Multi./Maint. and Street Lighting", recorded August 21, 2007, in Official Records Book 25871, Page 457.
9. Declaration of Restrictive Covenants for the Palm Isle at Doral Community Development District, recorded November 28, 2007, in Official Records Book 26070, Page 705.
10. Notice of Establishment of the Palm Isle at Doral Community Development District, recorded December 5, 2007, in Official Records Book 26087, Page 635.
11. South Florida Water Management District Environmental Resources Permit Notice, recorded January 30, 2008, in Official Records Book 26186, Page 2194.
12. The following state of facts as disclosed by survey prepared by Hadonne Corp., dated November 15, 2010, under Job No. 09111:
 - a) Concrete slab encroaches over the west boundary line;
 - b) 5' high chain link fence encroaches beyond the east boundary line;
 - c) N.W. 114th Avenue transects the subject property.

Closing Affidavit

(Seller)

Before me, the undersigned authority, personally appeared the undersigned ("Affiant"), who being by me first duly sworn, on oath, depose(s) and say(s) that:

1. **TRACT 33, LLC, a Florida limited liability company ("Seller"), is the owner of and is selling the following described property (the "Property") to THE CITY OF DORAL, a Florida Municipal Corporation ("Buyer"), to wit:**

See Exhibit "A" attached hereto and made a part hereof as if fully set forth herein.

2. The Property is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description of record whatsoever, except as set forth in the title commitment number 3322768 with the effective date of 10/16/10 at 11:00p.m. (the "Commitment") and except for real estate and personal property taxes for the year 2011, which are not yet due and payable.
3. There have been no improvements, alterations, or repairs since acquisition by the Seller to the Property for which the costs thereof remain unpaid, that there are no claims for labor or material furnished for repairing or improving the same, which remain unpaid since the acquisition by Seller, and that there are no mechanic's, materialmen's, or laborer's liens since acquisition by Seller against the Property.
4. There have been no documents recorded in the Public Records of **Miami-Dade County, Florida** subsequent to **October 16, 2010**, which affect title to the Property and Seller has not entered into any contracts for the sale, disposition or leasing of the Property since said date and Seller has no knowledge of any matter affecting title to the Property.
5. The personal property contained in the building on said property, or on the said premises, and which, if any, is being sold free and clear of all liens, encumbrances, claims and demands whatsoever. The Seller knows of no violations of Municipal or County Ordinances pertaining to the Property. No judgment or decree has been entered in any court in this State or the United States against said Seller which remains unsatisfied. There are no persons other than Seller in possession of the Property.
6. There are no matters pending against the Seller that could give rise to a lien that would attach to the Property between the effective date of the Commitment and the recording of the interest to be insured. Seller has not and will not execute any instruments that would adversely affect the interest to be insured.
7. Seller's title to, and possession and enjoyment of, the Property have been open, notorious, peaceable and undisturbed, and have never been disputed nor questioned.
8. There are no disputes concerning the boundary lines of the Property, and the operation of any buildings on the Property has been in compliance with the applicable building codes, ordinances and statutes.
9. Affiant has received no notice of any public hearing regarding assessment for improvements or changes in applicable zoning laws concerning the said Property within the past ninety (90) days.
10. There are no actions or proceedings now pending in any State or Federal Court to which the Seller is a party, including but not limited to, proceedings in bankruptcy, receivership or insolvency, nor are there any judgments, bankruptcies, liens or executions of any nature which constitute or could constitute a charge or lien upon the Property.
11. There are no unrecorded easements, claims of easement or rights-of-way affecting all or any portion of the property.
12. This affidavit is given for the purpose of inducing Buyer to purchase the Property from Seller for the purpose of clearing any possible question or objection to the title to the Property and, for the purpose of inducing **Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.** and **Fidelity National Title Insurance Company** to issue title insurance on the Property, with the knowledge that said parties are relying upon the statements set forth herein. Seller hereby holds Buyer, **Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.** and **Fidelity National Title Insurance Company** harmless and fully indemnifies same (including but not limited to attorneys' fees, whether suit be brought or not, and at trial and all appellate levels, and court costs and other litigation expenses) with respect to the matters set forth herein.

"Affiant", "Seller" and "Buyer" include singular or plural as context so requires or admits. Seller further states that he/she is familiar with the nature of an oath and with the penalties as provided by the laws of the United States and the State of Florida for falsely swearing to statements made in an instrument of this nature. Seller further certifies that he/she has read, or heard read, the full facts of this Affidavit and understands its context.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

TRACT 33, LLC, a Florida limited liability company

By: AJP VENTURES AT DORAL, LLC, a Florida limited liability company

By: *[Signature]*
ALBERTO J. PEREZ, Manager

(Corporate Seal)

State of Florida
County of Miami-Dade

The foregoing instrument was sworn to and subscribed before me this 10th day of December, 2010 by ALBERTO J. PEREZ, Manager of AJP VENTURES AT DORAL, LLC, on behalf of the corporation for TRACT 33, LLC. He is personally known to me or has produced a driver's license as identification.

[Notary Seal]

[Signature]
Notary Public

Printed Name: Roland Sanchez-Medina, Jr.

My Commission Expires: 7/13/2014

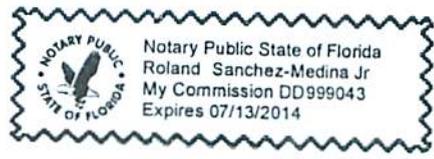


EXHIBIT "A"

Legal Description of the Land

Tract 33 in Section 7, Township 53 South, Range 40 East, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida.

GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT (this "Assignment") is entered into as of the 16th day of December, 2010 (the "Effective Date"), by and between TRACT 33, LLC, a Florida limited liability company (the "Seller"), and THE CITY OF DORAL, a Florida municipal corporation (the "Buyer").

Preliminary Statements

WHEREAS, Seller and Buyer entered into that certain Contract for Purchase and Sale of Real Property, dated as of November 12, 2010 (the "Agreement"), for the sale of certain real property having a legal description set forth on Exhibit A attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, Section 13.1.3 of the Agreement requires that Buyer deliver at Closing, as defined in the Agreement, a general assignment assigning to Buyer all of Seller's rights to the Property.

NOW, THEREFORE, in consideration of the foregoing premises, for the consideration as set forth in the Agreement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do covenant and agree as follows:

1. Defined Terms. Any terms not specifically defined herein shall the definition ascribed to that term in the Agreement.
2. General Assignment. Seller hereby grants, bargains, sells, assigns, transfers and conveys unto Buyer all of Seller's right, title and interest in and to the Property, including but not limited to, any and all rights to water and sewer allocations, rights to storm water drainage, rights to impact fee and mitigation credits, development rights and any and all permits including, but not limited to sewer and water permits and licenses, allocable or heretofore allocated to the Property (collectively, the "Rights"). Seller represents and warrants that Seller has not previously assigned, conveyed or transferred the Rights.
3. Assumption. Buyer accepts the assignment of all of the Rights.
4. Counterparts. This Assignment may be executed in multiple counterparts, and all such executed counterparts shall constitute the same agreement. It shall not be necessary that the signatures of all parties be contained on any one counterpart. It shall be necessary to account for only one such counterpart in proving the existence or terms of this Assignment.
5. Governing Law. This Assignment constitutes a contract made under and shall be construed and interpreted in accordance with the laws of the state of Florida.

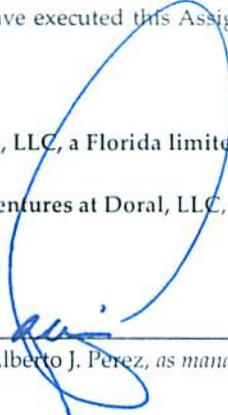
6. Headings. The headings of the articles, sections, sections and subdivisions of this assignment are for convenience of reference only, are not to be considered a part hereof, and shall not limit or expand or otherwise affect any of the terms hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date set forth above.

SELLER:

TRACT 33, LLC, a Florida limited liability company

By: AJP Ventures at Doral, LLC, as manager

By:  _____

Alberto J. Perez, as manager

BUYER:

THE CITY OF DORAL

By:  _____

Yvonne Soler-McKinley, City Manager

Approved as to form and legal sufficiency for the sole use of the City of Doral

 _____
City Attorney

Jose M. Jimenez
Print Name

EXHIBIT "A"

Legal Description of the Land

Tract 33 in Section 7, Township 53 South, Range 40 East, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida.



CFN 2010R0836067
OR Bk 27520 Pgs 4455 - 4457; (3pgs)
RECORDED 12/14/2010 15:56:47
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Prepared by, record and return to:

Marina I. Ross, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, FL 33130

DOCUMENT COVER SHEET

Release of Covenant
Palm Isles at Doral Townhomes, ID#19833
(recorded at Official Records Book 25712, Page 1157)

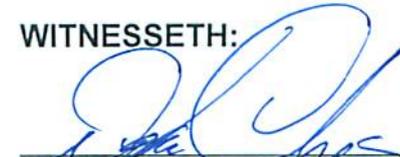
RELEASE OF COVENANT

KNOW ALL MEN BY THESE PRESENTS, that Miami-Dade County, on behalf of the Miami - Dade Water and Sewer Department, hereby releases of record and declares null and void that certain "Covenant", for "Palm Isles at Doral Condominiums, ID# 19833", dated June 5, 2007, recorded June 18, 2007 in Official Records Book 25712, Page 1157, of the Public Records of Miami-Dade County, Florida, on the following described real property:

SEE EXHIBIT "A" ATTACHED HERETO

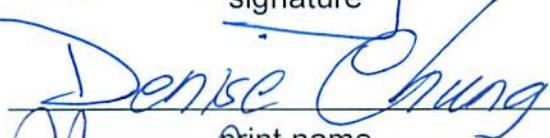
WITNESSETH:

MIAMI-DADE COUNTY



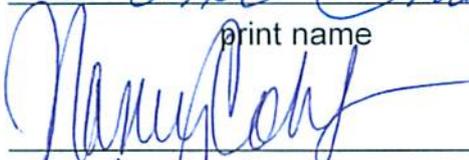
signature





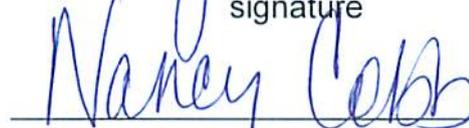
Denise Chung
print name

Michael Suchogorski, New Business Supervisor



signature

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

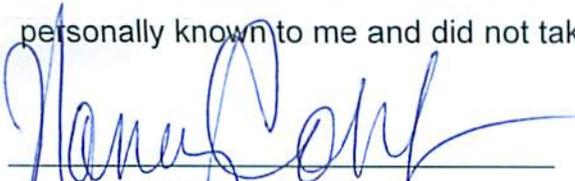


Nancy Cobb
print name

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 17 day of November, 2010, by **Michael Suchogorski, New Business Supervisor, for John W. Renfrow, P.E., Director, Miami-Dade Water and Sewer Department**, who is personally known to me and did not take an oath.



Notary Public



This instrument prepared by:
Michael Suchogorski
New Business Supervisor
Miami-Dade Water and Sewer Department
3575 S. LeJeune Road
Miami, Florida 33146-2221

PALM ISLES AT DORAL CONDOMINIUMS, ID# 19833

**EXHIBIT "A" OF
RELEASE OF COVENANT**

LEGAL DESCRIPTION

A parcel of land located in the Southwest 1/4 of Section 7, Township 53 South, Range 40 East, and being a portion of Tract 33 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1 as recorded in Plat Book 2 Page 17 of the Public Records of Miami-Dade County, Florida. And more particularly described as follows: COMMENCING at NE CORNER OF SAID TRACT 33 Thence S01°44'11"E a distance of 20.01 feet; Thence S89°35'38"W a distance of 20.01 feet to the POINT OF BEGINNING. Thence S89°35'38"W a distance of 530.61 feet along a line parallel with an 35.00 South of the North line of Southwest 1/4 of said Section 7-53-40. To a curve having a radial bearing of S51°06'34E, a radius of 2960.00 feet, and a central angle of 7°02'27" Thence proceed Southwesterly along the arc of said curve, a distance of 363.74 feet to the end of said curve; Thence N89°35'32"E a distance of 749.98 feet; Thence N01°44'11"W a distance of 294.98 feet along a line parallel with an 35.00 West of the East line of Southwest 1/4 of said section 7-53-40. to the POINT OF BEGINNING of the herein described parcel.

Non-Foreign Certification By Entity Transferor

(Seller's FIRPTA Affidavit)

Transferor: TRACT 33, LLC, a Florida limited liability company
Transferee: THE CITY OF DORAL, a Florida Municipal Corporation
Property: N.W. 82nd Street and 114th Ave, Doral, FL
Closing Date: December 10, 2010

Before me, the undersigned authority, personally appeared the person(s) named below who, after being duly sworn, stated as follows:

Transferor is selling that certain real property located in **Miami-Dade County**, which is more particularly described as follows:

See Exhibit "A" attached hereto and made a part hereof as if fully set forth herein.

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by TRACT 33, LLC, a Florida limited liability company, the undersigned hereby certifies the following on behalf of TRACT 33, LLC, a Florida limited liability company :

1. TRACT 33, LLC, a Florida limited liability company is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. TRACT 33, LLC, a Florida limited liability company is a disregarded entity as defined in §1.1445-2(b)(2)(iii);
3. TRACT 33, LLC, a Florida limited liability company's U.S. employer identification number is 04-3843265; and
4. TRACT 33, LLC, a Florida limited liability company's office address is 2901 Ponce De Leon Blvd, Coral Gables, FL 33134.

TRACT 33, LLC, a Florida limited liability company understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of AJP Ventures at Doral, LLC, as Manager of TRACT 33, LLC, a Florida limited liability company .

TRACT 33, LLC, a Florida limited liability company

By: AJP VENTURES AT DORAL, LLC, a Florida limited liability company

By: 

Date 12/10/10

ALBERTO J. PEREZ, Manager

(Corporate Seal)

State of Florida
County of Miami-Dade

The foregoing instrument was sworn to and subscribed before me this 10th day of December, 2010 by ALBERTO J. PEREZ, Manager of AJP VENTURES AT DORAL, LLC, on behalf of the corporation for TRACT 33, LLC. He is personally known to me or has produced a driver's license as identification.

[Notary Seal]



Notary Public

Printed Name: _____

My Commission Expires: _____

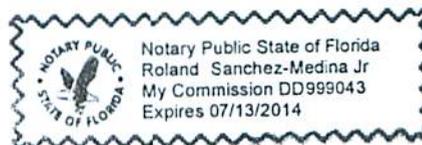


EXHIBIT "A"

Legal Description of the Land

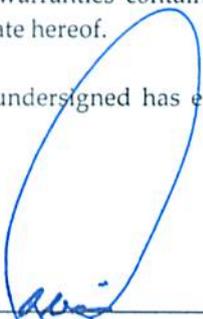
Tract 33 in Section 7, Township 53 South, Range 40 East, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida.

CERTIFICATE AS TO REPRESENTATIONS AND WARRANTIES
BY MANAGER
OF TRACT 33, LLC

The undersigned, Alberto J. Perez, as the manager of AJP Ventures at Doral, LLC, a Florida limited liability company (the "Company"), hereby certifies in connection with Section 13.1.6 of that certain Contract for Purchase and Sale of Real Property, dated as of November 12, 2010 (the "Contract"), between TRACT 33, LLC, a Florida limited liability company (the "Seller"), and THE CITY OF DORAL, a Florida Municipal Corporation, as follows:

1. I am the duly elected, qualified and acting Manager of the Company.
2. Company is the manager of Seller.
3. All representations and warranties contained in the Contract are true, accurate and complete as of the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this 10th day of December, 2010.

By: 

Alberto J. Perez, as Manager of AJP
Ventures at Doral, LLC, as Manager of
Tract 33, LLC

CLOSING STATEMENT

Seller: TRACT 33 LLC, a Florida limited liability company

Buyers: City of Doral, a Florida municipal corporation

Escrow Agent: Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.

Property: Tract 33 – vacant land located in the City of Doral, Miami-Dade County, Florida

Date of Closing: December 10th, 2010

		CREDITS TO BUYER	CREDITS TO SELLER
Purchase Price:			\$9,500,000.00
Deposit:		25,000.00	
Total Credits		25,000.00	
Cash to Close from Buyer		9,475,000.00	
Totals		9,500,000.00	9,500,000.00

BUYER'S EXPENSES			
Abramowitz Lien and Tax Service		186.00	
Survey – Handone Land Surveyors		2,800.00	
Title Insurance:			
Title Commitment Fee	250.00		
Premium (Owner's Policy)	25,200.00		
Endorsements:			
Form 9	2,520.00		
Survey Endorsement	100.00		
Environmental Endorsement	100.00	28,170.00	
Recording Fees:			
• Deed	27.00		
• Surtax on Deed	42,750.00	42,777.00	
Palm Isle at Doral CDD		<u>75,000.00</u>	
Total Expenses		148,933.00	
Plus Cash to Close from to Buyer		9,475,000.00	
TOTAL CASH DUE FROM BUYER		9,623,933.00	

SELLER'S EXPENSES			
Doc Stamps on Deed		57,000.00	
Recording Fees:			
Miami-Dade County Water and Sewer Department Release(s) of Covenants (6 two page releases and certified copies as required by WASA)	135.00		
Termination of Declaration of Easement (4 pages)	35.50		
Termination of Declaration (4 pages)	35.50		
Termination of Temporary Construction Easement (4 pages)	35.50		
Termination of Reservation of Rights (4 pages)	35.50	277.00	
Miami Dade Water and Sewer Department – covenant review and release fee		400.00	
Palm Isle at Doral CDD		5,409.25	
Miami-Dade County Tax Collector			
• 2009 Real Estate Taxes	87,770.46		
• 2010 Real Estate Taxes	60,416.55	148,187.01	
(Pro-rations per Miami-Dade County Property Appraiser letter attached hereto as Schedule 1)			
Lydian Private Bank- Loan Payoff (through 12/13/2010)		6,581,236.71	
Sanchez-Medina Gonzalez Quesasa – Attorneys' Fees and Costs		42,710.00	
TOTAL EXPENSES OF SELLER		6,835,219.97	
RECONCILATION OF SELLER'S NET CASH			
Total Cash to Close From Buyer		9,623,933.00	
Plus Deposit		25,000.00	
Less Buyer's Expenses		148,933.00	
Less Seller's Expenses		<u>6,835,219.97</u>	
NET CASH TO SELLER		<u>2,664,780.03</u>	

NOTES TO CLOSING STATEMENT

1. The parties hereto authorize the Escrow Agent to make all disbursements provided for in this Closing Statement. Wiring instructions and addresses for the appropriate entities are set forth below.
2. Buyer and Seller agree to perform any and all post closing reconciliations to be performed in accordance with the Purchase and Sale Agreement dated as of November 12, 2010.
3. Buyer and Seller have read and approved this Closing Statement and the Notes to Closing Statement and authorize the Escrow Agent to make all disbursements required herein.
4. Buyer and Seller agree to correct and adjust for any errors in computation of the amounts set forth in this Closing Statement. Further, in the event actual amounts exceed the amounts shown in the Closing Statement the party responsible for the payment of said amounts pursuant to the Contract shall pay such excess; and, in the event the actual amounts are less than the amounts shown in the Closing Statement the party responsible for the payment of said amount shall receive a refund of same. Buyer and Seller each represent that they have paid or will pay all of its share of all closing costs required of them under the Contract.
5. This Closing Statement may be executed in one or more counterparts, all of which when taken together shall constitute one original Closing Statement. A legible facsimile executed copy of this Closing Statement shall also be deemed an original Closing Statement.

SIGNATURES APPEAR ON FOLLOWING PAGE.

SELLER:
TRACT 33 LLC, a Florida limited liability
company,

By: 
Alberto I. Perez
As its Manager

BUYER:
CITY OF DORAL, a Florida municipal
corporation

By: 

Approved as to form and legal sufficiency for
the sole use of the City of Doral.


City Attorney

Jose M. Jimenez
Print Name

SCHEDULE A
MIAMI-DADE COUNTY TAX PRORATION



MIAMI-DADE COUNTY
OFFICE OF THE PROPERTY APPRAISER
REAL ESTATE DIVISION

Honorable Pedro J. Garcia
Property Appraiser

12/10/2010

Ms. Penni Stroud
Stearns Weaver Miller Weissler Alhadeff &
150 West Flagler St, Suite 2200
Miami, FL 33130

RE: 35-3007-001-0330

Tract # N/A

Dear Ms. Stroud:

As per your request, we have calculated the prorated tax amount for 2010. The amount is based on a closing date of 12/10/2010. If the closing date differs from what is indicated above, the prorated taxes must be recalculated to the actual date of closing. Additional taxes (if any) should be collected at the time of closing so that there will not be a shortage with the Tax Collector's Office. Special Taxing Districts are not included in this pro-ration.

The taxes due, based upon a closing date of 12/10/2010, are \$60416.55. You may contact our office again for a new proration when the actual closing date is determined. The prorated amount should be mailed to:

Miami-Dade County Tax Collector
Paralegal Section
140 W. Flagler Street, 14th Floor
Miami, FL 33130

If you have any questions or require additional information, please feel free to contact our office at (305) 375-4060.

Sincerely,

Susan Garces

Property Appraisal Supervisor



MIAMI-DADE COUNTY TEMPORARY RECEIPT - COUNTER

12/10/2010 20 NO. 48326 PA

RECEIVED FROM: STEARNS, WEAVER, MILLER, WEISSLER, ALHADEFF & SITTERSON

150 W FLAGLER ST SUITE 2200 MIAMI, FLA 33130

SIXTY THOUSAND FOUR HUNDRED SIXTEEN 55 DOLLARS

FOLIO # 35-3007-001-0330 - (2010 PRO RATED TAXES)

MIAMI-DADE COUNTY TAX COLLECTOR

AMOUNT ACCEPTED \$ 69,416.55 BY Robert Long

107_01-157_608



MIAMI-DADE COUNTY TEMPORARY RECEIPT - COUNTER

12/10/2010 20 NO. 48325 PA

RECEIVED FROM: STEARNS, WEAVER, MILLER, WEISSLER, ALHADEFF & SITTERSON

150 W FLAGLER ST SUITE 2200 MIAMI, FLA 33130

EIGHTY SEVEN THOUSAND SEVEN HUNDRED SEVENTY 45 DOLLARS

FOLIO # 35-3007-001-0330 (2009 TAX YEAR)

MIAMI-DADE COUNTY TAX COLLECTOR

AMOUNT ACCEPTED \$ 87,770.46 BY Robert Long

107_01-157_608

**CERTIFICATE OF MANAGER
OF
TRACT 33, LLC**

The undersigned, Alberto J. Perez, as the Manager of AJP VENTURES AT DORAL, LLC, a Florida limited liability company (the "Company"), hereby certifies in connection with that certain Contract for Purchase and Sale of Real Property, dated as of November 12, 2010 (the "Contract"), between **TRACT 33, LLC**, a Florida limited liability company (the "Seller"), and **THE CITY OF DORAL**, a Florida Municipal Corporation (the "Buyer").

1. I am the duly elected, qualified and acting Manager of the Company and that, as such officer, I have custody of the corporate records of the Company and Seller.
2. Attached hereto as Exhibit A is a true and correct copy of the Articles of Organization of the Company as amended through the date hereof.
3. Attached hereto as Exhibit B is a true and correct copy of the Operating Agreement of the Company as amended through the date hereof.
4. Attached hereto as Exhibit C is a true and correct copy of the Amended and Restated Articles of Organization of Seller as amended through the date hereof.
5. Attached hereto as Exhibit D is a true and correct copy of the Operating Agreement of the Seller as amended through the date hereof.
6. Attached hereto as Exhibit E is a true and correct copy of the Resolutions of the Company as amended through the date hereof.
7. Attached hereto as Exhibit F is a true and correct copy of the Resolutions of the Seller, as amended through the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this 10th day of December, 2010.

TRACT 33, LLC, a Florida limited liability company

By: AJP VENTURES AT DORAL, LLC, a Florida limited liability company, as its Manager

By: 
Alberto J. Perez, as Manager

Exhibit "A"

(((H06000031282 3)))

ARTICLES OF ORGANIZATION FOR

AJP VENTURES AT DORAL, LLC

ARTICLE I - NAME

The name of the limited liability company shall be AJP VENTURES AT DORAL, LLC (the "Company").

ARTICLE II - ADDRESS

The mailing address and street address of the principal office of the Company shall be c/o Alberto J. Perez, 323 Malaga Avenue, Coral Gables, Florida 33134.

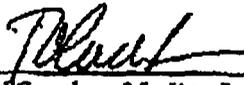
ARTICLE III - REGISTERED OFFICE AND AGENT

The name and street address of the registered agent of the Company in the State of Florida is: Roland Sanchez-Medina Jr., Sanchez-Medina & Associates, P.A., The Colonnade, Suite 302, 2333 Ponce de Leon Blvd., Coral Gables, Florida 33134.

ARTICLE IV - MANAGEMENT

The Company will be a manager-managed company, and the sole manager shall be Alberto J. Perez.

Having been named as registered agent and to accept service of process for the above-stated company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position of registered agent as provided for in Chapter 608, F.S.



Roland Sanchez-Medina Jr.



Roland Sanchez-Medina Jr., as authorized representative

(In accordance with section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

(((H06000031282 3)))

FILED
2006 FEB -3 AM 10:24
JULIA M. SMITH, CLERK
TALLAHASSEE, FLORIDA

Exhibit “B”

**OPERATING AGREEMENT
OF
AJP VENTURES AT DORAL, LLC**

THIS OPERATING AGREEMENT (the "Agreement") is made and entered into as of the 3rd day of February, 2006.

ARTICLE I. MANAGEMENT

1.1 **Organization.** The undersigned have formed a limited liability company (which company and any successor limited liability company thereof shall hereinafter at times be referred to as the ("Company") pursuant to Chapter 608 of the State of Florida Statutes (the "Act").

1.2 **Company Name.** The name of the Company is AJP VENTURES AT DORAL, LLC and all business of the Company shall be conducted under that name or under any other name, but in any case, only to the extent permitted by applicable law.

1.3 **Purpose.** The purpose for which the Company is formed is to engage in any lawful act, business or activity for which limited liability companies may be formed under the Act and to do any and all other things determined by the Manager, as said term is hereinafter defined, to be necessary, desirable or incidental to the foregoing purpose.

1.4 **Term.** This Agreement and the term of the Company shall be effective as of the date upon which the Articles of Organization were filed with the Secretary of State of Florida. The period of duration of the Company shall be perpetual unless the Company is dissolved earlier pursuant to the provisions of this Agreement or the Act.

1.5 **Principal Place of Business.** The principal place of business of the Company shall be that location reflected in the Articles of Organization filed with the Secretary of State of Florida.

1.6 **Registered Agent and Office.** The registered agent for service of process and the registered office shall be that person and location reflected in the Articles of Organization filed with the Secretary of State of Florida. The Manager may, from time to time, change the registered agent and office through appropriate filings with the Secretary of State of Florida.

ARTICLE 2. MANAGEMENT

2.1 **Manager.** The ordinary and usual decisions concerning the business affairs of the Company shall be made by the Board of Managers (collectively, the "Managers" or individually a "Manager"). The sole Manager of the Company shall be:

Alberto J. Perez

The Manager shall possess all rights and powers that are required for or appropriate to the management, conduct or operation of the business of the Company. Except for distributions made to the Members as set forth of this Agreement, and any fees for specific management services, the Manager shall receive no compensation from the Company for his actions taken as Manager pursuant to this Agreement.

2.2 Term of Manager. The Manager shall serve as such until resignation, death or a judicial adjudication of incompetency, or until a majority in interest of the Members elect to remove such Manager and appoint a new Manager at a meeting called by the Members or the Manager for such a purpose. The Manager shall not have any contractual right to such position.

2.3 Authority of Manager. Rights and powers of the Manager, by way of illustration but not by way of limitation, shall include the right and power to:

(a) Establish cash reserves and thereafter maintain those reserves in such amounts as the Manager deems necessary;

(b) Borrow money and procure temporary, permanent, conventional, or other financing or refinancing on such terms and conditions, at such rates of interest, and from such parties as are approved, and, if security is required for the loan, to mortgage or subject to another security interest any material portion of the Company's assets;

(c) Execute agreements and all other instruments as the Manager deems necessary to effect the purposes of the Company and this Agreement;

(d) Perform any and all acts necessary to pay any and all organizational expenses incurred in the creation of the Company;

(e) Authorize or approve all actions with respect to distribution of funds and assets in kind of the Company to the Members pursuant to Article 7 hereof; and

(f) Establish Company offices at such other places as may be appropriate, hire Company employees and consultants, engage counsel and otherwise arrange for the facilities and personnel necessary to carry out the purposes and business of the Company, the cost and expense thereof and incidental thereto to be borne by the Company.

No financial institution or any other person, firm or corporation dealing with the Manager shall be required to ascertain whether the Manager is acting in accordance with this Agreement, but such financial institution or such other person, firm or corporation shall be protected in relying upon the deed, transfer or assurance of, and the execution of such instrument or instruments by the Manager.

2.4 Duties of the Manager. The Manager shall manage or cause to be managed the affairs of the Company in a prudent and businesslike manner and shall devote such time to the Company affairs as the Manager shall, in the Manager's discretion exercised in good faith, determine is reasonably necessary for the conduct of such affairs; provided, however, that it is expressly understood and agreed that the Manager shall not be required to devote the Manager's entire time or attention to the business of the Company.

ARTICLE 3. MEMBERS

3.1 Members. Each Member and his contribution to, and interest in, the Company are listed on the signature page, which is attached hereto and made a part hereof.

3.2 Restrictions on Authority of Members. Except as otherwise specifically provided in this Agreement to the contrary, no Member shall have the right:

(a) To take part in the control of the Company business or to sign for or bind the Company, such power being vested in the Manager.

(b) To have his capital contribution repaid except to the extent provided in this Agreement.

(c) To require partition of the Company's property or to compel any sale or appraisal of the Company's assets.

(d) To sell or assign his interest in the Company's property or to constitute the vendee or assignee thereunder, except as otherwise provided in this Agreement.

(e) To voluntarily withdraw as a Member from the Company.

3.3 Limitation on Liability of Members. No Member shall be personally held accountable for any of the debts, losses, claims, judgments or any of the liabilities of the Company beyond the Member's contributions to the capital of the Company, except as provided by law. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs this Agreement shall not be grounds for imposing personal liability on the Members for the liabilities of the Company.

ARTICLE 4. MEETINGS OF MEMBERS

4.1 Annual meeting. The annual meeting of the Members of the Company, for the consideration of reports and budgets to be laid before such meeting and for the transaction of such other business as may properly be brought before such meeting, shall be held at the principal place of business of the Company, or at such other place, either within or without the State of Florida, at the date and time as may be designated by the Manager and specified in the notice of such meeting.

4.2 Special meetings. Special meetings of the Members of the Company may be held on any day, when called by the Manager, or by the Members who hold at least a thirty (30%) percent interest in the Company. Upon written request delivered either in person or by certified mail, return receipt requested, to the Manager by any Members entitled to call a meeting of Members, such Manager shall forthwith cause notice to be given to the Members entitled to such notice. The meeting must be held on a date no later than ten (10) nor more than sixty (60) days after the receipt of such request, as the Manager or Members may fix. If such notice is not given within twenty (20) days after the delivery or mailing of such request, the person or persons calling the meeting may fix the time of the meeting and give notice thereof in the manner provided for by law or under this Agreement, or cause such notice to be given by any designated representative. Each special meeting shall be held at the principal office of the Company.

4.3 Notice of meetings. Not less than ten (10) nor more than sixty (60) days before the date fixed for a meeting, written notice stating the time and place of the meeting (and, in the case of a special meeting, the purposes of such meeting) shall be given. The notice shall be sent by personal delivery or by certified mail, return receipt requested, to each Member entitled to notice of the meeting who is a Member of record as of the day preceding the day on which the meeting is given, or, if a record date is duly fixed, as of that date. If mailed, the notice shall be addressed to the Members at their respective addresses as they appear in the records of the Company.

4.4 Quorum; adjournment. Except as may otherwise be provided by law, by the Articles of Organization, or by this Agreement, at any meeting of the Members, the holders of a majority in interest of the Company, either present in person or by proxy, shall constitute a quorum for such meeting. All votes of Members shall be in accordance with their then existing percentage interest in the Company.

4.5 Proxies. Members entitled to vote may vote in person or by proxy. The person appointed as proxy need not be a Member. Unless the writing appointing a proxy otherwise provides, the presence at a meeting of the person who appointed a proxy shall not operate to revoke the appointment. Notice to the Company, in writing or in open meeting, of the revocation of the appointment of a proxy shall not affect any vote or action previously taken or authorized.

ARTICLE 5. CAPITAL ACCOUNTS

5.1 Initial Contribution and Percentage Interest. Each Member's initial capital contributions and percentage interest in the Company are reflected on the signature page attached hereto. No interest shall accrue on any capital contribution.

5.2 Additional Contributions. A majority in interest of the Members may determine from time to time that additional contributions or loans are needed to enable the Company to conduct its business. Each Member shall thereupon be entitled to contribute or lend (on a secured or unsecured basis) to the Company a proportionate share of such additional contribution. Except as otherwise specifically agreed among the Members in writing, no Member shall be obligated to make any such additional contributions or loans. In the event that any one or more Members do not contribute or lend their proportionate shares, the other Members shall be given the opportunity to make such contributions or loans.

5.3 Maintenance of Capital Accounts. The Company shall maintain a capital account for each Member in accordance with this paragraph. The amount of each Member's contribution of cash, property and/or services to the capital of the Company shall be credited to such Member's capital account. From time to time, but not less often than annually, each Member's share of profits, losses and distributions shall be credited or charged, as the case may be, to such Member's capital account. The determination of a Member's capital account, and any adjustments thereto, shall be made in a manner consistent with tax accounting and other principles set forth in Section 704 of the Internal Revenue Code of 1986, as amended, or its counterpart in any subsequently-enacted Internal Revenue Code (the "Code"), and the applicable Treasury Regulations (the "Regulations") thereunder.

5.4 Sale or Exchange of Interest. Immediately following the transfer of any interest in the Company, the capital account of the transferee-Member shall be equal to the capital account of the transferor-Member attributable to the transferred interest.

ARTICLE 6. ALLOCATION OF PROFITS AND LOSSES

6.1 Profits and Losses.

(a) Except as otherwise provided herein, net profits and losses of the Company (including profits and losses attributable to the sale or other disposition of all or any portion of the Company's property) shall be allocated among or borne by the Members in the percentages listed in the signature pages, or if additional contributions are made, in accordance with their relative capital account balances.

(b) Company profits, losses and gains shall be allocated to the Members in accordance with the portion of the year during which the Members have held their respective interests. All items of income and loss shall be considered to have been earned ratably over the fiscal year of the Company, except that gains and losses arising from the disposition of assets shall be taken into account as of the date thereof.

6.2 Special Allocations.

(a) Minimum Gain Chargeback. Except as otherwise provided in the Regulations, and notwithstanding Paragraph 6.1, if there is a net decrease in Partnership Minimum Gain (as defined in the Regulations) during any fiscal year, each Member shall be specially allocated items of the Company's income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to such Member's share of the net decrease in Partnership Minimum Gain, determined in accordance with the Regulations. Such allocations shall be made in proportion to the respective amounts required to be allocated to each Member. This Paragraph (a) is intended to comply with the minimum gain chargeback requirement in the Regulations and shall be interpreted consistently therewith.

(b) Partnership Minimum Gain Chargeback. Except as otherwise provided in the Regulations, and notwithstanding Paragraph 6.1, if there is a net decrease in Partner Nonrecourse Debt Minimum Gain (as determined in the Regulations) attributable to a Partner Nonrecourse Debt (as defined in the Regulations) during any fiscal year, each Member who has a share of the Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt shall be specially allocated items of the Company's income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to such Member's share of the net decrease in Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with the Regulations. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member. This Paragraph (b) is intended to comply with the minimum gain chargeback requirement in the Regulations and shall be interpreted consistently therewith.

(c) Qualified Income Offset; Gross Income Allocation. Any losses allocated pursuant to Paragraph 6.1 hereof shall not exceed the maximum amount of losses that can be so allocated without causing any Member to have an Adjusted Capital Account Deficit (as defined in the Regulations) at the end of any fiscal year. In the event that any Member unexpectedly receives any adjustments, allocations or distributions so as to create an Adjusted Capital Account Deficit, any income and gain recognized by the Company shall first be allocated to such Member in an amount and manner to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Member as quickly as possible, provided that such allocation shall be made only if and to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations pursuant to this Article have been made.

(d) Partner Nonrecourse Deductions. Any Partner Nonrecourse Deductions (as defined in the Regulations) for any fiscal year shall be specially allocated in accordance with the Regulations to the Member who bears the economic risk of loss with respect to the Partner Nonrecourse Debt (as defined in the Regulations) to which such Partner Nonrecourse Deductions are attributable.

(e) Curative Allocations. Notwithstanding any other provision of this Article, but consistently with the Regulations, the Manager shall make offsetting allocations of the Company's income, gain, loss, or deduction in whatever manner he determines appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is equal to the Capital Account balance such Partner would have had if the allocations in this Paragraph 6.2 were not part of this Agreement and all

items of the Company's income, gain, loss, or deduction were allocated pursuant to Paragraph 6.1. In exercising his discretion under this Paragraph (e), the Manager shall take into account future allocations under this Paragraph 6.2 that, although not yet made, are likely to offset allocations previously made thereunder.

6.3 Other Allocation Rules.

(a) Code Section 704(c) Allocations. Income, gain, loss, and deduction with respect to any property contributed to the capital of the Company by any given Member shall, solely for tax purposes, be allocated to such Member so as to take into account the difference between the adjusted basis and the fair market value of such property upon contribution to the Company.

(b) Imputed Interest. Notwithstanding any provision of this Agreement to the contrary, in the event the Company is entitled to a deduction for imputed interest under any provision of the Code on any loan or advance from a Member, such deduction shall be allocated solely to such Member.

(c) Deemed Distributions. Notwithstanding any provision of this Agreement to the contrary, to the extent the payment of any expenditure by the Company is treated as a distribution to a Member for federal income tax purposes, there shall be a gross income allocation to such Member in the amount of such distribution.

(d) Depreciation Recapture. Notwithstanding any provision of this Agreement to the contrary, if items of income or gain to be allocated include income or gain treated as ordinary income for federal income tax purposes because they are attributable to the recapture of depreciation under Section 1245 or 1250 of the Code, then such income or gain, to the extent treated as ordinary income, shall be allocated to, and reported by, the Members in proportion to their then respective cumulative allocations of depreciation.

ARTICLE 7. DISTRIBUTIONS

7.1 Interim Distributions. The Manager shall from time to time determine in his reasonable judgment to what extent, if any, the Company's cash on hand exceeds the current and anticipated needs, including without limitation, needs for operating expenses, debt service, reserves and budgeted acquisitions, if any. To the extent such excess exists, the Manager shall make distributions to the Members in accordance with their percentage interests.

7.2 Liquidating Distributions. If the Company is liquidated pursuant to Article 10 below, Article 10 and not Paragraph 7.1 shall apply.

ARTICLE 8. BOOKS AND RECORDS

8.1 Cash Method of Accounting. The Company records shall be maintained on the cash receipts and disbursements method of accounting.

8.2 Fiscal Year. The fiscal year of the Company shall end on December 31.

ARTICLE 9. TRANSFER OF MEMBER'S INTERESTS

9.1 General Restriction. No Member shall pledge, hypothecate, give away, sell, grant an option with respect to, encumber, or otherwise transfer to anyone (whether or not the transferee is then a Member) any or all of his interest in the Company, except in compliance with the terms, conditions and restrictions of this Agreement. Any purported disposition not in compliance with the foregoing shall be void.

9.2 Admission of Assignees. The assignee of an interest in the Company has no right to participate in the management of the business and affairs of the Company or to become a member of the Company, and shall only be entitled to receive distributions and to be allocated profits and losses attributable to his interests, unless a majority in interest of the other Members agree to admit such assignee as a Member, whereupon such assignee shall be admitted as a substitute Member with all of the rights and powers, and subject to all of the restrictions and liabilities, of the Member who initially assigned the interest to him. Such Members may grant or withhold the approval of such admission of any assignee in their sole and absolute discretion. The admission of a substitute Member, without more, shall not release the Member originally assigning his interest from any liability to the Company that may have existed prior to such approval.

ARTICLE 10. DISSOLUTION AND WINDING UP

10.1 Events Causing Dissolution. Upon the occurrence of the following events, the Company shall be dissolved:

- (a) The Company ceases its business operations; or
- (b) The Members unanimously vote to dissolve and terminate the Company.

10.2 Effect of Dissolution. In the event of the dissolution of the Company, the business affairs of the Company shall continue to be governed by this Agreement during the winding up of the Company's business and affairs.

10.3 Distribution of Assets. Upon the dissolution of the Company, the Manager shall proceed with the liquidation of the Company and sale of its assets. The proceeds of such liquidation shall be applied and distributed in the following order of priority:

(a) To the payment of the debts and liabilities of the Company (other than any loans or advances that may have been made by the Members to the Company) and expenses of liquidation, including the setting up of any reserves which the Manager may deem reasonably necessary in order to meet any contingent or unforeseen liabilities or obligations of the Company arising out of, or in connection with, the business of the Company, which reserves shall be paid over by the Manager to any financial institution, as escrow agent, with trust authority in the county in which the principal accounting records of the Company have been maintained in order to be held by it for the purpose of disbursing such reserves in payment of any aforementioned contingencies or liabilities; and at the expiration of such period as the Manager shall deem advisable, the financial institution shall distribute the balance remaining in the manner and order provided below;

(b) The balance, if any, to the payment of any loans or advances made to or for the benefit of the Company by a Member, or for any compensation owed to the Manager, but if the amount

available for repayment shall be insufficient, then the amount available shall be distributed among the applicable Members through the use of a fraction whose numerator is the amount owed to a single member and whose denominator is the total amount owed to all Members; and

(c) The balance, if any, to the Members in accordance with positive capital account balances taking into account all capital account adjustments for the Company's taxable year in which the liquidation occurs. Such distributions shall be in cash or property (which need not be distributed proportionately) or partly in both, as determined by the Manager.

10.4 Certificate of Dissolution. When all of the acts provided for in Paragraph 10.3 have been accomplished, the Manager shall file such articles of dissolution and any other certificate required by law.

ARTICLE 11. AMENDMENT OF THE AGREEMENT

11.1 Amendment without Member Approval. This Agreement may be amended by the Manager without the approval of the Members, provided that such amendment is:

- (a) Solely for the purpose of clarification and does not change the substance hereof;
- (b) For the purpose of substituting a Member in accordance with the provisions of Article 9.3 of this Agreement;
- (c) Merely an implementation of the terms of this Agreement; or
- (d) In the opinion of counsel for the Company, necessary or appropriate to satisfy current requirements of the Code, with respect to limited liability companies, or any federal or state securities laws or regulations.

Any amendment made pursuant to subparagraphs (a) or (c) above may be made effective as of the date of this Agreement. All Members shall be notified as to the substance of any such amendment to this Agreement and, upon request, shall be furnished a copy thereof.

11.2 Amendment with Member Approval. All other amendments to this Agreement shall require the approval of a majority in interest of Members.

ARTICLE 12. MISCELLANEOUS

12.1 Submission to Jurisdiction. The parties irrevocably and unconditionally (a) agree that any suit, action, or other legal proceeding arising out of or relating to this Agreement shall be brought in a court of record of the State of Florida in Miami-Dade County, in the United States District Court for the Southern District of Florida, or in any other court in Florida of competent jurisdiction; (b) consent to the jurisdiction of each such court in any such suit, action or proceeding; and (c) waive any objection which it or they may have to the laying of venue of any such suit, action, or proceeding in any of such courts.

12.2 Equitable Remedies. The Members acknowledge that in the event of the breach of this Agreement, or threatened breach, of any of the provisions of this Agreement, a remedy at law would be inadequate, and that the damages flowing from such breach would not be readily susceptible of being measured in monetary terms. Accordingly, upon the violation or threatened violation of any of the

foregoing provisions, the Members and the Company shall be entitled to immediate injunctive relief and may obtain a temporary order restraining any threatened or further breach.

12.3 Notices. Any and all notices which may be sent to any Member shall be sent to the address noted in the signature page of this Agreement, unless the Company is notified in writing with regard to a change of address. Any such notice shall be deemed to be delivered, given, and received for all purposes as of the date so delivered, if delivered personally or if sent by regular mail, or as of the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, if sent by registered or certified mail, postage and charges prepaid.

12.4 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Members and their respective heirs, legatees, legal representatives, successors, transferees, and assigns.

12.6 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement. Further, in lieu of each such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

12.7 Governing Law. The laws of the State of Florida shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Members.

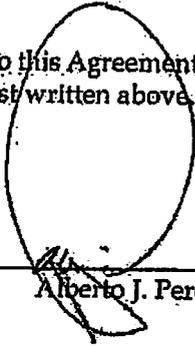
12.8 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

12.9 Modification. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, supersedes all existing agreements between them concerning such subject matter, and may be modified only by a written instrument duly executed by each party.

12.10 Waiver of Trial by Jury. THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS AGREEMENT, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS WHETHER VERBAL OR WRITTEN OR IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Members have entered into this Agreement and have hereunto set their hands to multiple copies hereof, as of the effective date first written above.



Alberto J. Perez

Units: 100

Address: 2901 Ponce De Leon Boulevard
Coral Gables, Florida 33134

F:\3101:0001\OperAgree\IPVenturesatDoralLLC2.doc

Exhibit “C”

(((H06000272099 3)))

AMENDED AND RESTATED
ARTICLES OF ORGANIZATION FOR
TRACT 33, LLC

ARTICLE I - NAME

The name of the limited liability company shall be Tract 33, LLC (the "Company").

ARTICLE II - ADDRESS

The mailing address and street address of the principal office of the Company shall be 323 Malaga Avenue, Coral Gables, Florida 33134.

ARTICLE III - REGISTERED OFFICE AND AGENT

The name and street address of the registered agent of the Company in the State of Florida is: Roland Sanchez-Medina Jr., The Colonnade, Suite 302, 2333 Ponce de Leon Blvd., Coral Gables, Florida 33134.

ARTICLE IV - MANAGEMENT

The Company will be a member-managed company, and the initial managing member shall be AJP Ventures at Doral, LLC.

Having been named as registered agent and to accept service of process for the above-stated company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position of registered agent as provided for in Chapter 608, F.S.



Roland Sanchez-Medina Jr.



Roland Sanchez-Medina Jr., as authorized representative

(In accordance with section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

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Division of Corporations
Fax Number : (850)205-0383

From:
Account Name : SANCHEZ-MEDINA & ASSOCIATES, P.A.
Account Number : I20030000135
Phone : (305)448-4344
Fax Number : (305)448-7887

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TRACT 33, LLC

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Exhibit “D”

OPERATING AGREEMENT
OF
TRACT 33, LLC

THIS OPERATING AGREEMENT (the "Agreement") is made and entered into as of the 1st day of May of 2006.

ARTICLE I. MANAGEMENT

1.1 Organization. The undersigned have formed a limited liability company (which company and any successor limited liability company thereof shall hereinafter at times be referred to as the ("Company") pursuant to Chapter 608 of the State of Florida Statutes (the "Act").

1.2 Company Name. The name of the Company is TRACT 33, LLC and all business of the Company shall be conducted under that name or under any other name, but in any case, only to the extent permitted by applicable law.

1.3 Purpose. The purpose for which the Company is formed is to engage in any lawful act, business or activity for which limited liability companies may be formed under the Act and to do any and all other things determined by the Manager, as said term is hereinafter defined, to be necessary, desirable or incidental to the foregoing purpose.

1.4 Term. This Agreement and the term of the Company shall be effective as of the date upon which the Articles of Organization were filed with the Secretary of State of Florida. The period of duration of the Company shall be perpetual unless the Company is dissolved earlier pursuant to the provisions of this Agreement or the Act.

1.5 Principal Place of Business. The principal place of business of the Company shall be that location reflected in the Articles of Organization filed with the Secretary of State of Florida.

1.6 Registered Agent and Office. The registered agent for service of process and the registered office shall be that person and location reflected in the Articles of Organization filed with the Secretary of State of Florida. The Manager may, from time to time, change the registered agent and office through appropriate filings with the Secretary of State of Florida.

ARTICLE 2. MANAGEMENT

2.1 Manager. The ordinary and usual decisions concerning the business affairs of the Company shall be made by the Board of Managers (collectively, the "Managers" or individually a "Manager"). The sole Manager of the Company shall be:

AJP Ventures at Doral, LLC

The Manager shall possess all rights and powers that are required for or appropriate to the management, conduct or operation of the business of the Company. Except for distributions made to the Members as set forth of this Agreement, and any fees for specific management services, the Manager shall receive no compensation from the Company for his actions taken as Manager pursuant to this Agreement.

2.2 Term of Manager. The Manager shall serve as such until resignation, death or a judicial adjudication of incompetency, or until a majority in interest of the Members elect to remove such Manager and appoint a new Manager at a meeting called by the Members or the Manager for such a purpose. The Manager shall not have any contractual right to such position.

2.3 Authority of Manager. Rights and powers of the Manager, by way of illustration but not by way of limitation, shall include the right and power to:

(a) Establish cash reserves and thereafter maintain those reserves in such amounts as the Manager deems necessary;

(b) Borrow money and procure temporary, permanent, conventional, or other financing or refinancing on such terms and conditions, at such rates of interest, and from such parties as are approved, and, if security is required for the loan, to mortgage or subject to another security interest any material portion of the Company's assets;

(c) Execute agreements and all other instruments as the Manager deems necessary to effect the purposes of the Company and this Agreement;

(d) Perform any and all acts necessary to pay any and all organizational expenses incurred in the creation of the Company;

(e) Authorize or approve all actions with respect to distribution of funds and assets in kind of the Company to the Members pursuant to Article 7 hereof; and

(f) Establish Company offices at such other places as may be appropriate, hire Company employees and consultants, engage counsel and otherwise arrange for the facilities and personnel necessary to carry out the purposes and business of the Company, the cost and expense thereof and incidental thereto to be borne by the Company.

No financial institution or any other person, firm or corporation dealing with the Manager shall be required to ascertain whether the Manager is acting in accordance with this Agreement, but such financial institution or such other person, firm or corporation shall be protected in relying upon the deed, transfer or assurance of, and the execution of such instrument or instruments by the Manager.

2.4 Duties of the Manager. The Manager shall manage or cause to be managed the affairs of the Company in a prudent and businesslike manner and shall devote such time to the Company affairs as the Manager shall, in the Manager's discretion exercised in good faith, determine is reasonably necessary for the conduct of such affairs; provided, however, that it is expressly understood and agreed that the Manager shall not be required to devote the Manager's entire time or attention to the business of the Company.

ARTICLE 3. MEMBERS

3.1 Members. Each Member and his contribution to, and interest in, the Company are listed on the signature page, which is attached hereto and made a part hereof.

3.2 Restrictions on Authority of Members. Except as otherwise specifically provided in this Agreement to the contrary, no Member shall have the right:

(a) To take part in the control of the Company business or to sign for or bind the Company, such power being vested in the Manager.

(b) To have his capital contribution repaid except to the extent provided in this Agreement.

(c) To require partition of the Company's property or to compel any sale or appraisal of the Company's assets.

(d) To sell or assign his interest in the Company's property or to constitute the vendee or assignee thereunder, except as otherwise provided in this Agreement.

(e) To voluntarily withdraw as a Member from the Company.

3.3 Limitation on Liability of Members. No Member shall be personally held accountable for any of the debts, losses, claims, judgments or any of the liabilities of the Company beyond the Member's contributions to the capital of the Company, except as provided by law. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs this Agreement shall not be grounds for imposing personal liability on the Members for the liabilities of the Company.

ARTICLE 4. MEETINGS OF MEMBERS

4.1 Annual meeting. The annual meeting of the Members of the Company, for the consideration of reports and budgets to be laid before such meeting and for the transaction of such other business as may properly be brought before such meeting, shall be held at the principal place of business of the Company, or at such other place, either within or without the State of Florida, at the date and time as may be designated by the Manager and specified in the notice of such meeting.

4.2 Special meetings. Special meetings of the Members of the Company may be held on any day, when called by the Manager, or by the Members who hold at least a thirty (30%) percent interest in the Company. Upon written request delivered either in person or by certified mail, return receipt requested, to the Manager by any Members entitled to call a meeting of Members, such Manager shall forthwith cause notice to be given to the Members entitled to such notice. The meeting must be held on a date no later than ten (10) nor more than sixty (60) days after the receipt of such request, as the Manager or Members may fix. If such notice is not given within twenty (20) days after the delivery or mailing of such request, the person or persons calling the meeting may fix the time of the meeting and give notice thereof in the manner provided for by law or under this Agreement, or cause such notice to be given by any designated representative. Each special meeting shall be held at the principal office of the Company.

4.3 Notice of meetings. Not less than ten (10) nor more than sixty (60) days before the date fixed for a meeting, written notice stating the time and place of the meeting (and, in the case of a special meeting, the purposes of such meeting) shall be given. The notice shall be sent by personal delivery or by certified mail, return receipt requested, to each Member entitled to notice of the meeting who is a Member of record as of the day preceding the day on which the meeting is given, or, if a record date is duly fixed, as of that date. If mailed, the notice shall be addressed to the Members at their respective addresses as they appear in the records of the Company.

4.4 Quorum; adjournment. Except as may otherwise be provided by law, by the Articles of Organization, or by this Agreement, at any meeting of the Members, the holders of a majority in interest of the Company, either present in person or by proxy, shall constitute a quorum for such meeting. All votes of Members shall be in accordance with their then existing percentage interest in the Company.

4.5 Proxies. Members entitled to vote may vote in person or by proxy. The person appointed as proxy need not be a Member. Unless the writing appointing a proxy otherwise provides, the presence at a meeting of the person who appointed a proxy shall not operate to revoke the appointment. Notice to the Company, in writing or in open meeting, of the revocation of the appointment of a proxy shall not affect any vote or action previously taken or authorized.

ARTICLE 5. CAPITAL ACCOUNTS

5.1 Initial Contribution and Percentage Interest. Each Member's initial capital contributions and percentage interest in the Company are reflected on the signature page attached hereto. No interest shall accrue on any capital contribution.

5.2 Additional Contributions. A majority in interest of the Members may determine from time to time that additional contributions or loans are needed to enable the Company to conduct its business. Each Member shall thereupon be entitled to contribute or lend (on a secured or unsecured basis) to the Company a proportionate share of such additional contribution. Except as otherwise specifically agreed among the Members in writing, no Member shall be obligated to make any such additional contributions or loans. In the event that any one or more Members do not contribute or lend their proportionate shares, the other Members shall be given the opportunity to make such contributions or loans.

5.3 Maintenance of Capital Accounts. The Company shall maintain a capital account for each Member in accordance with this paragraph. The amount of each Member's contribution of cash, property and/or services to the capital of the Company shall be credited to such Member's capital account. From time to time, but not less often than annually, each Member's share of profits, losses and distributions shall be credited or charged, as the case may be, to such Member's capital account. The determination of a Member's capital account, and any adjustments thereto, shall be made in a manner consistent with tax accounting and other principles set forth in Section 704 of the Internal Revenue Code of 1986, as amended, or its counterpart in any subsequently-enacted Internal Revenue Code (the "Code"), and the applicable Treasury Regulations (the "Regulations") thereunder.

5.4 Sale or Exchange of Interest. Immediately following the transfer of any interest in the Company, the capital account of the transferee-Member shall be equal to the capital account of the transferor-Member attributable to the transferred interest.

ARTICLE 6. ALLOCATION OF PROFITS AND LOSSES

6.1 Profits and Losses.

(a) Except as otherwise provided herein, net profits and losses of the Company (including profits and losses attributable to the sale or other disposition of all or any portion of the Company's property) shall be allocated among or borne by the Members in the percentages listed in the signature pages, or if additional contributions are made, in accordance with their relative capital account balances.

(b) Company profits, losses and gains shall be allocated to the Members in accordance with the portion of the year during which the Members have held their respective interests. All items of income and loss shall be considered to have been earned ratably over the fiscal year of the Company, except that gains and losses arising from the disposition of assets shall be taken into account as of the date thereof.

6.2 Special Allocations.

(a) Minimum Gain Chargeback. Except as otherwise provided in the Regulations, and notwithstanding Paragraph 6.1, if there is a net decrease in Partnership Minimum Gain (as defined in the Regulations) during any fiscal year, each Member shall be specially allocated items of the Company's income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to such Member's share of the net decrease in Partnership Minimum Gain, determined in accordance with the Regulations. Such allocations shall be made in proportion to the respective amounts required to be allocated to each Member. This Paragraph (a) is intended to comply with the minimum gain chargeback requirement in the Regulations and shall be interpreted consistently therewith.

(b) Partnership Minimum Gain Chargeback. Except as otherwise provided in the Regulations, and notwithstanding Paragraph 6.1, if there is a net decrease in Partner Nonrecourse Debt Minimum Gain (as determined in the Regulations) attributable to a Partner Nonrecourse Debt (as defined in the Regulations) during any fiscal year, each Member who has a share of the Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt shall be specially allocated items of the Company's income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to such Member's share of the net decrease in Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with the Regulations. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member. This Paragraph (b) is intended to comply with the minimum gain chargeback requirement in the Regulations and shall be interpreted consistently therewith.

(c) Qualified Income Offset; Gross Income Allocation. Any losses allocated pursuant to Paragraph 6.1 hereof shall not exceed the maximum amount of losses that can be so allocated without causing any Member to have an Adjusted Capital Account Deficit (as defined in the Regulations) at the end of any fiscal year. In the event that any Member unexpectedly receives any adjustments, allocations or distributions so as to create an Adjusted Capital Account Deficit, any income and gain recognized by the Company shall first be allocated to such Member in an amount and manner to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of such Member as quickly as possible, provided that such allocation shall be made only if and to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations pursuant to this Article have been made.

(d) Partner Nonrecourse Deductions. Any Partner Nonrecourse Deductions (as defined in the Regulations) for any fiscal year shall be specially allocated in accordance with the Regulations to the Member who bears the economic risk of loss with respect to the Partner Nonrecourse Debt (as defined in the Regulations) to which such Partner Nonrecourse Deductions are attributable.

(e) Curative Allocations. Notwithstanding any other provision of this Article, but consistently with the Regulations, the Manager shall make offsetting allocations of the Company's income, gain, loss, or deduction in whatever manner he determines appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is equal to the Capital Account balance such Partner would have had if the allocations in this Paragraph 6.2 were not part of this Agreement and all

items of the Company's income, gain, loss, or deduction were allocated pursuant to Paragraph 6.1. In exercising his discretion under this Paragraph (e), the Manager shall take into account future allocations under this Paragraph 6.2 that, although not yet made, are likely to offset allocations previously made thereunder.

6.3 Other Allocation Rules.

(a) Code Section 704(c) Allocations. Income, gain, loss, and deduction with respect to any property contributed to the capital of the Company by any given Member shall, solely for tax purposes, be allocated to such Member so as to take into account the difference between the adjusted basis and the fair market value of such property upon contribution to the Company.

(b) Imputed Interest. Notwithstanding any provision of this Agreement to the contrary, in the event the Company is entitled to a deduction for imputed interest under any provision of the Code on any loan or advance from a Member, such deduction shall be allocated solely to such Member.

(c) Deemed Distributions. Notwithstanding any provision of this Agreement to the contrary, to the extent the payment of any expenditure by the Company is treated as a distribution to a Member for federal income tax purposes, there shall be a gross income allocation to such Member in the amount of such distribution.

(d) Depreciation Recapture. Notwithstanding any provision of this Agreement to the contrary, if items of income or gain to be allocated include income or gain treated as ordinary income for federal income tax purposes because they are attributable to the recapture of depreciation under Section 1245 or 1250 of the Code, then such income or gain, to the extent treated as ordinary income, shall be allocated to, and reported by, the Members in proportion to their then respective cumulative allocations of depreciation.

ARTICLE 7. DISTRIBUTIONS

7.1 Interim Distributions. The Manager shall from time to time determine in his reasonable judgment to what extent, if any, the Company's cash on hand exceeds the current and anticipated needs, including without limitation, needs for operating expenses, debt service, reserves and budgeted acquisitions, if any. To the extent such excess exists, the Manager shall make distributions to the Members in accordance with their percentage interests.

7.2 Liquidating Distributions. If the Company is liquidated pursuant to Article 10 below, Article 10 and not Paragraph 7.1 shall apply.

ARTICLE 8. BOOKS AND RECORDS

8.1 Cash Method of Accounting. The Company records shall be maintained on the cash receipts and disbursements method of accounting.

8.2 Fiscal Year. The fiscal year of the Company shall end on December 31.

ARTICLE 9. TRANSFER OF MEMBER'S INTERESTS

9.1 General Restriction. No Member shall pledge, hypothecate, give away, sell, grant an option with respect to, encumber, or otherwise transfer to anyone (whether or not the transferee is then a Member) any or all of his interest in the Company, except in compliance with the terms, conditions and restrictions of this Agreement. Any purported disposition not in compliance with the foregoing shall be void.

9.2 Admission of Assignees. The assignee of an interest in the Company has no right to participate in the management of the business and affairs of the Company or to become a member of the Company, and shall only be entitled to receive distributions and to be allocated profits and losses attributable to his interests, unless a majority in interest of the other Members agree to admit such assignee as a Member, whereupon such assignee shall be admitted as a substitute Member with all of the rights and powers, and subject to all of the restrictions and liabilities, of the Member who initially assigned the interest to him. Such Members may grant or withhold the approval of such admission of any assignee in their sole and absolute discretion. The admission of a substitute Member, without more, shall not release the Member originally assigning his interest from any liability to the Company that may have existed prior to such approval.

ARTICLE 10. DISSOLUTION AND WINDING UP

10.1 Events Causing Dissolution. Upon the occurrence of the following events, the Company shall be dissolved:

- (a) The Company ceases its business operations; or
- (b) The Members unanimously vote to dissolve and terminate the Company.

10.2 Effect of Dissolution. In the event of the dissolution of the Company, the business affairs of the Company shall continue to be governed by this Agreement during the winding up of the Company's business and affairs.

10.3 Distribution of Assets. Upon the dissolution of the Company, the Manager shall proceed with the liquidation of the Company and sale of its assets. The proceeds of such liquidation shall be applied and distributed in the following order of priority:

(a) To the payment of the debts and liabilities of the Company (other than any loans or advances that may have been made by the Members to the Company) and expenses of liquidation, including the setting up of any reserves which the Manager may deem reasonably necessary in order to meet any contingent or unforeseen liabilities or obligations of the Company arising out of, or in connection with, the business of the Company, which reserves shall be paid over by the Manager to any financial institution, as escrow agent, with trust authority in the county in which the principal accounting records of the Company have been maintained in order to be held by it for the purpose of disbursing such reserves in payment of any aforementioned contingencies or liabilities; and at the expiration of such period as the Manager shall deem advisable, the financial institution shall distribute the balance remaining in the manner and order provided below;

(b) The balance, if any, to the payment of any loans or advances made to or for the benefit of the Company by a Member, or for any compensation owed to the Manager, but if the amount

available for repayment shall be insufficient, then the amount available shall be distributed among the applicable Members through the use of a fraction whose numerator is the amount owed to a single member and whose denominator is the total amount owed to all Members; and

(c) The balance, if any, to the Members in accordance with positive capital account balances taking into account all capital account adjustments for the Company's taxable year in which the liquidation occurs. Such distributions shall be in cash or property (which need not be distributed proportionately) or partly in both, as determined by the Manager.

10.4 Certificate of Dissolution. When all of the acts provided for in Paragraph 10.3 have been accomplished, the Manager shall file such articles of dissolution and any other certificate required by law.

ARTICLE 11. AMENDMENT OF THE AGREEMENT

11.1 Amendment without Member Approval. This Agreement may be amended by the Manager without the approval of the Members, provided that such amendment is:

(a) Solely for the purpose of clarification and does not change the substance hereof;

(b) For the purpose of substituting a Member in accordance with the provisions of Article 9.3 of this Agreement;

(c) Merely an implementation of the terms of this Agreement; or

(d) In the opinion of counsel for the Company, necessary or appropriate to satisfy current requirements of the Code, with respect to limited liability companies, or any federal or state securities laws or regulations.

Any amendment made pursuant to subparagraphs (a) or (c) above may be made effective as of the date of this Agreement. All Members shall be notified as to the substance of any such amendment to this Agreement and, upon request, shall be furnished a copy thereof.

11.2 Amendment with Member Approval. All other amendments to this Agreement shall require the approval of a majority in interest of Members.

ARTICLE 12. MISCELLANEOUS

12.1 Submission to Jurisdiction. The parties irrevocably and unconditionally (a) agree that any suit, action, or other legal proceeding arising out of or relating to this Agreement shall be brought in a court of record of the State of Florida in Miami-Dade County, in the United States District Court for the Southern District of Florida, or in any other court in Florida of competent jurisdiction; (b) consent to the jurisdiction of each such court in any such suit, action or proceeding; and (c) waive any objection which it or they may have to the laying of venue of any such suit, action, or proceeding in any of such courts.

12.2 Equitable Remedies. The Members acknowledge that in the event of the breach of this Agreement, or threatened breach, of any of the provisions of this Agreement, a remedy at law would be inadequate, and that the damages flowing from such breach would not be readily susceptible of being measured in monetary terms. Accordingly, upon the violation or threatened violation of any of the

foregoing provisions, the Members and the Company shall be entitled to immediate injunctive relief and may obtain a temporary order restraining any threatened or further breach.

12.3 Notices. Any and all notices which may be sent to any Member shall be sent to the address noted in the signature page of this Agreement, unless the Company is notified in writing with regard to a change of address. Any such notice shall be deemed to be delivered, given, and received for all purposes as of the date so delivered, if delivered personally or if sent by regular mail, or as of the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, if sent by registered or certified mail, postage and charges prepaid.

12.4 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Members and their respective heirs, legatees, legal representatives, successors, transferees, and assigns.

12.6 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement. Further, in lieu of each such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

12.7 Governing Law. The laws of the State of Florida shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Members.

12.8 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

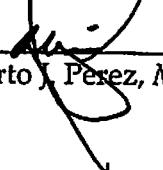
12.9 Modification. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, supersedes all existing agreements between them concerning such subject matter, and may be modified only by a written instrument duly executed by each party.

12.10 Waiver of Trial by Jury. THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS AGREEMENT, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS WHETHER VERBAL OR WRITTEN OR IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Members have entered into this Agreement and have hereunto set their hands to multiple copies hereof, as of the effective date first written above.

AJP VENTURES AT DORAL, LLC

By:  _____
Alberto J. Perez, *Managing Member*

Units: 100

Address: 2901 Ponce De Leon Boulevard
Coral Gables, Florida 33134

Exhibit “E”

AJP VENTURES AT DORAL, LLC

**ACTION BY WRITTEN CONSENT IN LIEU
OF A SPECIAL MEETING OF THE
MEMBERS AND MANAGERS**

The undersigned, constituting the sole manager and member of AJP VENTURES AT DORAL, LLC, a Florida limited liability company (the "Company"), hereby adopts the following resolutions by unanimous written consent in lieu of a meeting:

WHEREAS, the sole member and manager of the Company believes that it is desirable and in the best interests of the Company, as the sole member and manager of Tract 33, LLC ("Tract 33"), to execute that certain Contract for Purchase and Sale of Real Property, dated as of November 12, 2010 (the "Agreement"), for the sale of certain real property having a legal description set forth on Exhibit A thereto (the "Property"); and

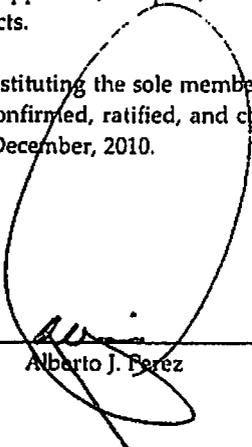
WHEREAS, the sole member and manager of the Company desires to authorize, approve, direct, ratify or otherwise confirm these and various other actions taken or to be taken in connection with the Agreement and the sale of the Property;

NOW, THEREFORE, BE IT RESOLVED, that the form, terms and provisions of the Agreement and the transactions and other actions contemplated thereby, all as more fully set forth in the form of the Agreement which has been presented to and considered by the sole member and manager of the Company and ordered filed with the records of the Company be, and they hereby are, adopted and approved with such modifications as the sole member and manager of the Company shall in his sole discretion determine to be necessary, and that the sole manager and member of the Company, be, and he is, authorized, empowered and directed, in the name of and on behalf of the Company, acting alone, to execute and deliver the Agreement on behalf of Tract 33, with such modifications therein as the sole member and manager shall in his sole discretion determine to be necessary or appropriate, such determination to be conclusively evidenced by its execution and delivery thereof;

BE IT FURTHER RESOLVED, that the sole member and manager be, and he hereby is, authorized and directed, in the name and on behalf of the Company, on behalf of Tract 33, LLC to execute and deliver any and all deeds, agreements, certificates, documents and instruments and to take all such other actions as it may deem necessary or desirable in order to enable the Company on behalf of Tract 33, to fully and properly to perform its obligations under the Agreement; and

BE IT FURTHER RESOLVED, that any and all of the actions heretofore or hereafter taken by the sole member and manager or officer of the Company in connection with the foregoing resolutions are approved, adopted, authorized, confirmed, ratified, and consented to in all respects.

IN WITNESS WHEREOF, the undersigned, constituting the sole member and manager of the Company, has approved, adopted, authorized, confirmed, ratified, and consented to the foregoing resolutions and actions as of this 10th day of December, 2010.



Alberto J. Perez

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Exhibit “F”

TRACT 33, LLC

ACTION BY WRITTEN CONSENT IN LIEU
OF A SPECIAL MEETING OF THE
MEMBERS AND MANAGERS

The undersigned, constituting the sole manager and member of TRACT 33, LLC, a Florida limited liability company (the "Company"), hereby adopts the following resolutions by unanimous written consent in lieu of a meeting:

WHEREAS, the sole member and manager of the Company believes that it is desirable and in the best interests of the Company to enter into that certain Contract for Purchase and Sale of Real Property, dated as of November 12, 2010 (the "Agreement"), for the sale of certain real property having a legal description set forth on Exhibit A thereto (the "Property"); and

WHEREAS, the sole member and manager of the Company desires to authorize, approve, direct, ratify or otherwise confirm these and various other actions taken or to be taken in connection with the Agreement and the sale of the Property;

NOW, THEREFORE, BE IT RESOLVED, that the form, terms and provisions of the Agreement and the transactions and other actions contemplated thereby, all as more fully set forth in the form of the Agreement which has been presented to and considered by the sole member and manager of the Company and ordered, filed with the records of the Company be, and they hereby are, adopted and approved with such modifications as the manager of the Company shall in its sole discretion determine to be necessary, and that member as the sole manager of the Company, be, and is, authorized, empowered and directed, in the name of and on behalf of the Company, acting alone, to execute and deliver the Agreement with such modifications therein as the sole member and manager shall in its sole discretion determine to be necessary or appropriate, such determination to be conclusively evidenced by its execution and delivery thereof;

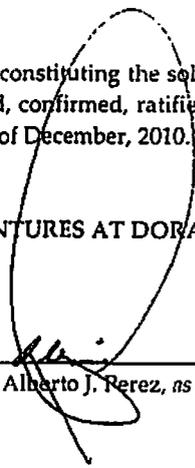
BE IT FURTHER RESOLVED, that the sole member and manager be, and it hereby is, authorized and directed, in the name and on behalf of the Company, to execute and deliver any and all deeds, agreements, certificates, documents and instruments and to take all such other actions as it may deem necessary or desirable in order to enable the Company fully and properly to perform its obligations under the Agreement; and

BE IT FURTHER RESOLVED, that any and all of the actions heretofore or hereafter taken by the sole member and manager of the Company in connection

with the foregoing resolutions are approved, adopted, authorized, confirmed, ratified, and consented to in all respects.

IN WITNESS WHEREOF, the undersigned, constituting the sole member and manager of the Company, has approved, adopted, authorized, confirmed, ratified, and consented to the foregoing resolutions and actions as of this 10th day of December, 2010.

AJP VENTURES AT DORAL, LLC

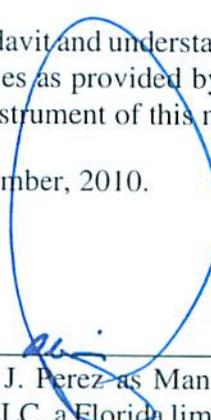
By: 
Alberto J. Perez, *as manager*

and Operating Agreement of the Company; and (f) Affiant has been duly and properly authorized to make, execute and deliver, in the name and on behalf of Company for and on behalf of the Seller, all agreements, documents, instruments, affidavits, certificates and statements necessary to sell and convey the Property to the City as required by and in conformity with the Articles of Organization and Operating Agreement of the Company.

4. This instrument is given for the express purpose of inducing Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. (the "Title Agent"), as agent for Fidelity National Title Insurance Company (the "Title Company"), to issue a title insurance policy pursuant to the Title Company's title commitment Order No. 3322768, as revised (the "Commitment"), having an effective date as of November 15, 2010 at 11:00 p.m. The Seller shall indemnify, defend and hold Title Agent and Title Company harmless from and against any claims, causes of action, losses, damages, fees, costs and expenses (including reasonable attorneys' fees and court costs through all trial and appellate levels and proceedings) incurred by either of them on account of their reliance on any untrue statement made herein by Affiant.

5. Affiant has read the full facts of this Affidavit and understands its contents. Affiant is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature.

EXECUTED BY AFFIANT as of the 10th day of December, 2010.

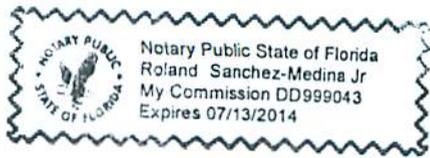


Alberto J. Perez as Manager of AJP Ventures at Doral, LLC, a Florida limited liability company, as manager of Tract 33, LLC, a Florida limited liability company

SWORN TO AND SUBSCRIBED before me this 10th day of December, 2010, by Alberto J. Perez as Manager of AJP Ventures at Doral, LLC, a Florida limited liability company, as manager of Tract 33, LLC, a Florida limited liability company, on behalf of the companies. He has produced _____ as identification or _____ is personally known.



Notary Public, State of Florida
Print Name: _____
My Commission Expires: _____



State of Florida

Department of State

I certify from the records of this office that TRACT 33, LLC is a limited liability company organized under the laws of the State of Florida, filed on January 30, 2006.

The document number of this limited liability company is L06000010676.

I further certify that said limited liability company has paid all fees due this office through December 31, 2010, that its most recent annual report was filed on May 1, 2010, and its status is active.

I further certify that said limited liability company has not filed Articles of Dissolution.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Ninth day of December, 2010



Lauren K. Roberts
Secretary of State

Authentication ID: 300188534883-120910-L06000010676

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

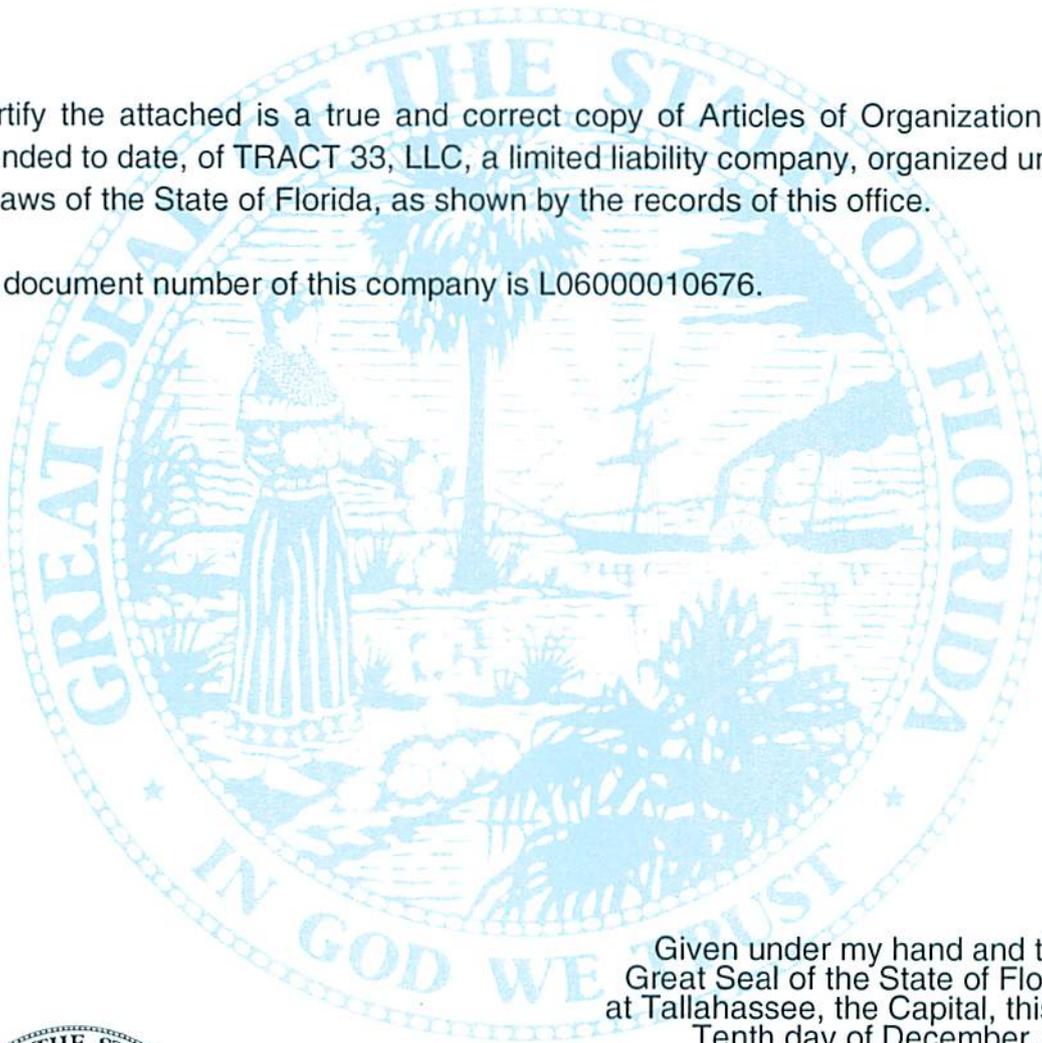
State of Florida



Department of State

I certify the attached is a true and correct copy of Articles of Organization, as amended to date, of TRACT 33, LLC, a limited liability company, organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this company is L06000010676.



Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Tenth day of December, 2010



CR2E022 (01-07)

Dawn K. Roberts
Dawn K. Roberts
Secretary of State

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ARTICLES OF ORGANIZATION

OF

TRACT 33, LLC

ARTICLE I
NAME

The name of the Limited Liability Company is Tract 33, LLC (the "Company").

ARTICLE II
ADDRESS

The mailing address and street address of the principal office of the Company is 370 Northwest 87th Avenue, Suite 400, Miami, Florida 33178.

ARTICLE III
DURATION

The period of duration for the Company shall be perpetual.

ARTICLE IV
REGISTERED OFFICE AND AGENT AND ADDRESS

The name and street address of the registered agent of the Company in the State of Florida are:

<u>Name</u>	<u>Address</u>
Francisco J. Menendez	2200 Museum Tower 150 West Flagler Street Miami, Florida 33130

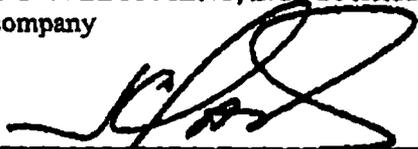
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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IN WITNESS WHEREOF, the undersigned, in its capacity as the sole member of the Company, has made and subscribed these Articles of Organization for the foregoing uses and purposes this 30th day of January, 2006.

MASCAP DEVELOPMENT, L.C. a Florida limited liability company

By: 
Juan Carlos Mas, Manager and President

CERTIFICATE OF DESIGNATION OF REGISTERED AGENT/REGISTERED OFFICE

Pursuant to the provisions of Section 608.415, Florida Statutes, the undersigned submits the following statement to designate a registered office and registered agent in the State of Florida

1. The name of the Company is Tract 33, LLC.
2. The name and street address of the registered agent and office are:

Francisco J. Menendez
2200 Museum Tower
150 West Flagler Street
Miami, Florida 33130

REGISTERED AGENT=S ACCEPTANCE

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, the undersigned hereby accepts the appointment as registered agent and agrees to act in this capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of its duties, and is familiar with and accepts the obligations of its position as registered agent as provided for in Chapter 608, Florida Statutes.

Dated: JANUARY 30, 2006


Francisco J. Menendez, Registered Agent

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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**AMENDED AND RESTATED
ARTICLES OF ORGANIZATION FOR
TRACT 33, LLC**

ARTICLE I - NAME

The name of the limited liability company shall be Tract 33, LLC (the "Company").

ARTICLE II - ADDRESS

The mailing address and street address of the principal office of the Company shall be 323 Malaga Avenue, Coral Gables, Florida 33134.

ARTICLE III - REGISTERED OFFICE AND AGENT

The name and street address of the registered agent of the Company in the State of Florida is: Roland Sanchez-Medina Jr., The Colonnade, Suite 302, 2333 Ponce de Leon Blvd., Coral Gables, Florida 33134.

ARTICLE IV - MANAGEMENT

The Company will be a member-managed company, and the initial managing member shall be AJP Ventures at Doral, LLC.

Having been named as registered agent and to accept service of process for the above-stated company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position of registered agent as provided for in Chapter 608, F.S.



Roland Sanchez-Medina Jr.



Roland Sanchez-Medina Jr., as authorized representative

(In accordance with section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

(((H06000272099 3)))

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
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State of Florida

Department of State

I certify from the records of this office that AJP VENTURES AT DORAL, LLC is a limited liability company organized under the laws of the State of Florida, filed on February 3, 2006.

The document number of this limited liability company is L06000012829.

I further certify that said limited liability company has paid all fees due this office through December 31, 2010, that its most recent annual report was filed on May 1, 2010, and its status is active.

I further certify that said limited liability company has not filed Articles of Dissolution.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Ninth day of December, 2010



Laura K. Roberts
Secretary of State

Authentication ID: 100188534981-120910-L06000012829

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

State of Florida



Department of State

I certify the attached is a true and correct copy of Articles of Organization of AJP VENTURES AT DORAL, LLC, a limited liability company, organized under the laws of the State of Florida, filed on February 3, 2006, as shown by the records of this office.

The document number of this company is L06000012829.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Tenth day of December, 2010



Dawn K. Roberts
Dawn K. Roberts
Secretary of State

(((H06000031282 3)))

ARTICLES OF ORGANIZATION FOR

AJP VENTURES AT DORAL LLC

ARTICLE I - NAME

The name of the limited liability company shall be AJP VENTURES AT DORAL, LLC (the "Company").

FILED
2006 FEB -3 AM 10:24
DIVISION OF CORPORATE FILINGS
TALLAHASSEE, FLORIDA

ARTICLE II - ADDRESS

The mailing address and street address of the principal office of the Company shall be c/o Alberto J. Perez, 323 Malaga Avenue, Coral Gables, Florida 33134.

ARTICLE III - REGISTERED OFFICE AND AGENT

The name and street address of the registered agent of the Company in the State of Florida is: Roland Sanchez-Medina Jr., Sanchez-Medina & Associates, P.A., The Colonnade, Suite 302, 2333 Ponce de Leon Blvd., Coral Gables, Florida 33134.

ARTICLE IV - MANAGEMENT

The Company will be a manager-managed company, and the sole manager shall be Alberto J. Perez.

Having been named as registered agent and to accept service of process for the above-stated company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position of registered agent as provided for in Chapter 608, F.S.



Roland Sanchez-Medina Jr.



Roland Sanchez-Medina Jr., as authorized representative

(In accordance with section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

(((H06000031282 3)))



Prepared by, record and return to:

Marina I. Ross, Esquire
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, FL 33130

CFN 2010R0836059
OR Bk 27520 Pgs 4428 - 4431 (4pgs)
RECORDED 12/14/2010 15:56:47
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

TERMINATION OF DECLARATION OF EXCLUSIVE IRREVOCABLE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, this Termination of Declaration of Exclusive Irrevocable Easement is made as of the 10th day of December, 2010, by and between TRACT 33, LLC, a Florida limited liability company ("Tract 33"), and THE CITY OF DORAL, a Florida municipal corporation ("City of Doral" and together with Tract 33, collectively, the "Parties").

Tract 33 is the sole holder of the fee title to the property (the "Property") located in the City of Doral, Miami-Dade County, Florida, as more particularly described in Exhibit "A" attached hereto and made a part hereof.

The Property is subject to that certain Declaration of Exclusive Irrevocable Easement (the "Declaration"), recorded on March 18, 2010 in Official Records Book 27218, Page 3313 of the Public Records of Miami-Dade County, Florida.

The Parties desire to terminate and release the Declaration in accordance with the terms thereof and as more particularly set forth herein.

NOW THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

1. The Declaration is hereby terminated and extinguished and is of no further force and effect.
2. The Property is no longer subject to the Declaration and is free and clear of the easements set forth therein.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Termination of Declaration of Exclusive Irrevocable Easement on the day and year first above written.

WITNESS:

TRACT 33, LLC, a Florida limited liability company

By: [Signature]
Print Name: Carol Lopez

By: AJP Ventures At Doral, LLC, a Florida limited liability company, its manager

By: [Signature]
Print Name: Jessica Mieres

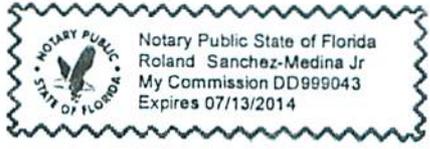
By: [Signature]
Alberto J. Perez, as manager

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 10th day of December 2010, by Alberto J. Perez, as manager of AJP Ventures At Doral, LLC, a Florida limited liability company, as manager of Tract 33, LLC, a Florida limited liability company, on behalf of the companies. Such individual is [] personally known to me or [] has produced _____, as identification.

[Signature]
NOTARY PUBLIC STATE OF FLORIDA

Roland Sanchez-Medina, Jr.
Print Name
My commission expires:



[Executions continued on following page.]

WITNESS:

THE CITY OF DORAL, a Florida municipal corporation

By: Eric Carpenter
Print Name: Eric Carpenter

By: Yvonne Soler-McKinley
Yvonne Soler-McKinley, City Manager

By: Sergio Ascunser
Print Name: SERGIO ASCUNSER

Approved as to form and legal sufficiency
for the sole use of the City of Doral

[Signature]
City Attorney

Jose M. Jimenez
Print Name

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 10 day of December, 2010, by Yvonne Soler-McKinley, the City Manager of The City of Doral, a Florida municipal corporation, for and on behalf of said corporation. Such individual is [] personally known to me or [] has produced Personally Known as identification.

[Signature]
NOTARY PUBLIC STATE OF FLORIDA
Marilylvia Resendiz
COMMISSION # DD859328
EXPIRES: FEB. 09, 2013
www.AARONNOTARY.com
My commission expires:

2/9/13

EXHIBIT "A"

Legal Description of the Land

Tract 33 in Section 7, Township 53 South, Range 40 East, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida.



Prepared by, record and return to:

Marina I. Ross, Esquire
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, FL 33130

CFN 2010R0836060
DR Bk 27520 Pgs 4432 - 4435 (4pgs)
RECORDED 12/14/2010 15:56:47
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

**TERMINATION AND RELEASE OF DECLARATION OF
RESTRICTIONS AND COVENANT RUNNING WITH THE LAND**

KNOW ALL MEN BY THESE PRESENTS, this Termination and Release of Declaration of Restrictions and Covenant Running with the Land is made as of the 10th day of December, 2010, by and between TRACT 33, LLC, a Florida limited liability company ("Tract 33"), and THE CITY OF DORAL, a Florida municipal corporation ("City of Doral" and together with Tract 33, collectively, the "Parties").

Tract 33 is the sole holder of the fee title to the property (the "Property") located in the City of Doral, Miami-Dade County, Florida, as more particularly described in Exhibit "A" attached hereto and made a part hereof.

The Property is subject to that certain Declaration of Restrictions and Covenant Running with the Land (the "Declaration"), recorded on July 20, 2006 in Official Records Book 24738, Page 4020 of the Public Records of Miami-Dade County, Florida.

The Parties desire to terminate and release the Declaration in accordance with the terms thereof and as more particularly set forth herein.

NOW THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

1. Tract 33 hereby represents and warrants to the City of Doral that there are no events of default or violations under the Declaration.
2. The Declaration is hereby terminated and is of no further force and effect.
3. The Property is no longer subject to the Declaration.
4. City of Doral hereby releases Tract 33 and any future owners of the Property from any and all further obligations under the Declaration.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Termination and Release of Declaration of Restrictions and Covenant Running with the Land on the day and year first above written.

WITNESS:

TRACT 33, LLC, a Florida limited liability company

By: [Signature]
Print Name: Carol Lopez

By: AJP Ventures At Doral, LLC, a Florida limited liability company, its manager

By: [Signature]
Print Name: Jessica Mieres

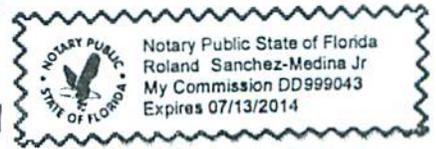
By: [Signature]
Alberto J. Perez, as manager

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 10th day of December 2010, by Alberto J. Perez, as manager of AJP Ventures At Doral, LLC, a Florida limited liability company, as manager of Tract 33, LLC, a Florida limited liability company, on behalf of the companies. Such individual is [] personally known to me or [] has produced _____, as identification.

[Signature]
NOTARY PUBLIC STATE OF FLORIDA
Roland Sanchez-Medina
Print Name
My commission expires:

[Executions continued on following page.]



WITNESS:

THE CITY OF DORAL, a Florida municipal corporation

By: Eric Carpenter
Print Name: Eric Carpenter

By: Yvonne Soler-McKinley
Yvonne Soler-McKinley, City Manager

By: Sergio Asquero
Print Name: SERGIO ASQUERO

Approved as to form and legal sufficiency
for the sole use of the City of Doral

Jose M. Jimenez
City Attorney

Jose M. Jimenez
Print Name

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 10 day of December, 2010, by Yvonne Soler-McKinley, the City Manager of The City of Doral, a Florida municipal corporation, for and on behalf of said corporation. Such individual is [] personally known to me or [] has produced Personally Known as identification.

Marylluvia Resendiz
NOTARY PUBLIC STATE OF FLORIDA

Print Name: Marylluvia Resendiz
My commission expires: 2/9/13
COMMISSION # DD859328
EXPIRES: FEB. 09, 2013
WWW.AARONNOTARY.COM

EXHIBIT "A"

Legal Description of the Land

Tract 33 in Section 7, Township 53 South, Range 40 East, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida.

Prepared by, record and return to:

Marina I. Ross, Esquire
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, FL 33130



CFN 2010R0836061
DR Bk 27520 Pgs 4436 - 4439; (4pgs)
RECORDED 12/14/2010 15:56:47
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

**TERMINATION OF TEMPORARY EXCLUSIVE
CONSTRUCTION EASEMENT AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, this Termination of Temporary Exclusive Construction Easement Agreement is made as of the 10th day of December, 2010, by and between TRACT 33, LLC, a Florida limited liability company ("Tract 33"), and THE CITY OF DORAL, a Florida municipal corporation ("City of Doral" and together with Tract 33, collectively, the "Parties").

Tract 33 is the sole holder of the fee title to the property (the "Property") located in the City of Doral, Miami-Dade County, Florida, as more particularly described in Exhibit "A" attached hereto and made a part hereof.

The Property is subject to that certain Temporary Exclusive Construction Easement Agreement (the "Easement"), recorded on March 24, 2010 in Official Records Book 27226, Page 2050 of the Public Records of Miami-Dade County, Florida.

The Parties desire to terminate and release the Easement in accordance with the terms thereof and as more particularly set forth herein.

NOW THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

1. The Easement is hereby terminated and extinguished and is of no further force and effect.
2. The Property is no longer subject to and is free and clear of the Easement.

[SIGNATURES TO FOLLOW]

4

IN WITNESS WHEREOF, the Parties have executed this Termination of Temporary Exclusive Construction Easement Agreement on the day and year first above written.

WITNESS:

TRACT 33, LLC, a Florida limited liability company

By: [Signature]
Print Name: Carol Lopez

By: AJP Ventures At Doral, LLC, a Florida limited liability company, its manager

By: [Signature]
Print Name: Jessica Mieres

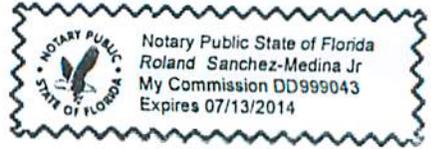
By: [Signature]
Alberto J. Perez, as manager

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 10th day of December 2010, by Alberto J. Perez, as manager of AJP Ventures At Doral, LLC, a Florida limited liability company, as manager of Tract 33, LLC, a Florida limited liability company, on behalf of the companies. Such individual is [] personally known to me or [] has produced _____, as identification.

[Signature]
NOTARY PUBLIC STATE OF FLORIDA

Roland Sanchez-Medina, Jr.
Print Name
My commission expires:



[Executions continued on following page.]

WITNESS:

THE CITY OF DORAL, a Florida municipal corporation

By: Eric Carpenter
Print Name: Eric Carpenter

By: Yvonne Soler-McKinley
Yvonne Soler-McKinley, City Manager

By: [Signature]
Print Name: SERGIO ASCENCE

Approved as to form and legal sufficiency
for the sole use of the City of Doral
[Signature]
City Attorney
Jose M. Jimenez
Print Name

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 10 day of December, 2010, by Yvonne Soler-McKinley, the City Manager of The City of Doral, a Florida municipal corporation, for and on behalf of said corporation. Such individual is personally known to me or has produced _____ as identification.

[Signature]
NOTARY PUBLIC STATE OF FLORIDA
2/9/13
Print Name
My commission expires:
Marilyn Resendiz
COMMISSION #DD659328
EXPIRES: FEB. 09, 2013
WWW.AARONNOTARY.COM

EXHIBIT "A"

Legal Description of the Land

Tract 33 in Section 7, Township 53 South, Range 40 East, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida.



CFN 2010R0836062
DR Bk 27520 Pgs 4440 - 4442 (3pgs)
RECORDED 12/14/2010 15:56:47
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Prepared by and Return to:
Roland Sanchez-Medina, Jr.
Sanchez-Medina, Gonzalez, Quesada,
Lage, Crespo, Gomez and Machado, LLP
2333 Ponce De Leon Blvd., Suite 302
Coral Gables, FL 33134

**TERMINATION OF RESERVATION OF RIGHTS AND EASEMENTS FOR THE
PROVISIONS OF TELECOMMUNICATIONS SERVICES**

THIS TERMINATION OF RESERVATION OF RIGHTS AND EASEMENTS FOR THE PROVISIONS OF TELECOMMUNICATIONS SERVICES ("Termination of Easement") is made as of the 7th day of December, 2010, by MASCAP DEVELOPMENT, L.C., a Florida limited liability company ("MASCAP"), in favor of TRACT 33, LLC, a Florida limited liability company ("TRACT 33", and collectively with MASCAP, the "Parties").

Preliminary Statements

WHEREAS, TRACT 33 is the sole holder of the fee title to the property located in The City of Doral, Miami-Dade County, Florida (the "Property"), as more particularly described in Exhibit A attached hereto and made a part hereof;

WHEREAS, the Property is subject to that certain Reservation of Rights and Easements for the Provisions of Telecommunications Services (the "Easement") in favor of MASCAP, recorded on November 15, 2000 in Official Records Book 19365, Page 0501, and recorded on February 14, 2002 in Official Records Book 20204, Page 2095 all of the Public Records of Miami-Dade County, Florida; and

WHEREAS, MASCAP desires to terminate and release the Easement as to the Property in accordance with the terms thereof and as more particularly set forth herein.

NOW THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

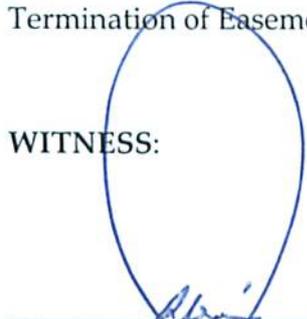
Terms and Conditions

1. The Easement is hereby terminated and is of no further force and effect with respect to the Property.
2. The Property is no longer subject to the Easement.

3. MASCAP hereby releases TRACT 33 and any future owners of the Property from any and all further obligations under the Easement.

IN WITNESS WHEREOF, MASCAP DEVELOPMENT, L.C., executed this Termination of Easement on the day and year first above written.

WITNESS:



Print Name: Alberto J. Lopez



Print Name: JUAN V. DE LA MADRID

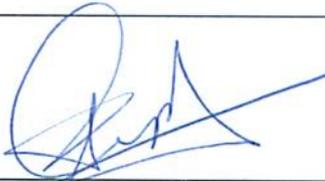
MASCAP DEVELOPMENT, L.C., a Florida limited liability company



By: Juan Carlos Mas, President

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 7th day of December, 2010, by JUAN CARLOS MAS, the President of MASCAP DEVELOPMENT, L.C., a limited liability company, for and on behalf of said limited liability company. Such individual is personally known to me or has produced _____ as identification.



NOTARY PUBLIC STATE OF FLORIDA

PATRICIA VALLEJO

Print Name

My commission expires:



Patricia Vallejo
COMMISSION # DD907261
EXPIRES: JUL. 14, 2013
www.AARONOTARY.com

EXHIBIT "A"

Legal Description of the Land

Tract 33 in Section 7, Township 53 South, Range 40 East, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida.



CFN 2010R0836063
OR Bk 27520 Pgs 4443 - 4445; (3pgs)
RECORDED 12/14/2010 15:56:47
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Prepared by, record and return to:

Marina I. Ross, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, FL 33130

DOCUMENT COVER SHEET

Release of Covenant
Palm Isles at Doral Townhomes, ID#19832
(recorded at Official Records Book 25712, Page 1081)

RELEASE OF COVENANT

KNOW ALL MEN BY THESE PRESENTS, that Miami-Dade County, on behalf of the Miami - Dade Water and Sewer Department, hereby releases of record and declares null and void that certain "Covenant", for "Palm Isles at Doral Townhomes, ID# 19832", dated May 25, 2007, recorded June 18, 2007 in Official Records Book 25712, Page 1081, of the Public Records of Miami-Dade County, Florida, on the following described real property:

SEE EXHIBIT "A" ATTACHED HERETO

WITNESSETH:

MIAMI-DADE COUNTY

[Signature]
signature

[Signature]

Dense Chung
print name

Michael Suchogorski, New Business Supervisor

[Signature]
signature

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

Nancy Cobb
print name

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 17 day of November, 2010, by Michael Suchogorski, New Business Supervisor, for John W. Renfrow, P.E., Director, Miami-Dade Water and Sewer Department, who is personally known to me and did not take an oath.

[Signature]
Notary Public



This instrument prepared by:
Michael Suchogorski
New Business Supervisor
Miami-Dade Water and Sewer Department
3575 S. LeJeune Road
Miami, Florida 33146-2221

8000 YD 100
1000 YD 100
1000 YD 100
1000 YD 100

PALM ISLES AT DORAL TOWNHOMES, ID# 19832

**EXHIBIT "A" OF
RELEASE OF COVENANT**

LEGAL DESCRIPTION

A parcel of land located in the Southwest ¼ of Section 7, Townships 53 South, Range 40 East, and being a portion of Track 33 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1 as recorded in Plat Book 2 page 17 of the Public Records of Miami-Dade County, Florida. And more particularly describe as follows. COMMENCING at NW CORNER of said Track 33; Thence S01°44'31"E a distance of 201 feet to the POINT OF BEGINNING. Thence N89°35'38"E a distance of 600.58 feet along a line parallel with an 35.00 feet South of the North line of the Southwest ¼ of said Section 7-53-40. To a curve having a radial bearing of S00°24'22"E, a radius of 25.00 feet, and a central angle of 127°07'12" thence proceed Southeasterly along the arc of said curve, a distance of 55.47 feet to a point of reverse curvature. Having a radial bearing of S53°17'11"E, a radius of 3040.00 feet and a central angle of 5°32'51" Thence proceed Southwesterly along the arc of said curve, a distance of 294.34 feet to the end of said curve; To a curve having a radial bearing of N58°50'02"W, a radius of 25.00 feet, and a central angle of 58°25'34" Thence proceed Southwesterly along the arc of said curve, a distance of 25.49 feet to the end of said curve; Thence S89°35'32"W a distance of 426.34 feet; Thence N01°44'31"W a distance of 295.01 feet; to the POINT OF BEGINNING of the herein described parcel.

RECORDERS NOTE
The legibility of writing, typing or printing
unsatisfactory in this document when received



CFN 2010R0836064
DR Bk 27520 Pgs 4446 - 4448; (3pgs)
RECORDED 12/14/2010 15:56:47
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Prepared by, record and return to:

Marina I. Ross, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, FL 33130

DOCUMENT COVER SHEET

**Release of Covenant Running with the Land
In Lieu of Unity of Title
Palm Isles at Doral Townhomes, ID#19832
(recorded at Official Records Book 25712, Page 1086)**

**RELEASE OF COVENANT RUNNING WITH THE LAND
IN LIEU OF UNITY OF TITLE**

KNOW ALL MEN BY THESE PRESENTS, that Miami-Dade County, on behalf of the Miami - Dade Water and Sewer Department, hereby releases of record and declares null and void that certain "Covenant Running with the Land in Lieu of Unity of Title", for "Palm Isles at Doral Townhomes, ID# 19832", dated April 30, 2007, recorded June 18, 2007 in Official Records Book 25712, Page 1086, of the Public Records of Miami-Dade County, Florida, on the following described real property:

SEE EXHIBIT "A" ATTACHED HERETO

WITNESSETH:

MIAMI-DADE COUNTY


signature

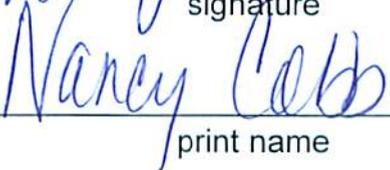



print name

Michael Suchogorski, New Business
Supervisor


signature

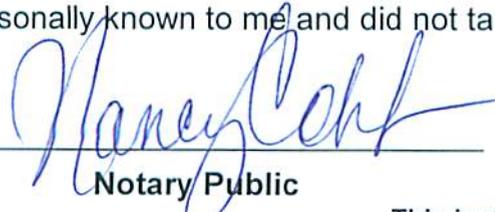
For: John W. Renfrow, P.E., Director
Miami-Dade Water And Sewer
Department


print name

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 17 day of November, 2010, by Michael Suchogorski, New Business Supervisor, for John W. Renfrow, P.E., Director, Miami-Dade Water and Sewer Department, who is personally known to me and did not take an oath.



Notary Public



This instrument prepared by:
Michael Suchogorski
New Business Supervisor
Miami-Dade Water and Sewer Department
3575 S. LeJeune Road
Miami, Florida 33146-2221

PALM ISLES AT DORAL TOWNHOMES, ID# 19832

**EXHIBIT "A" OF
RELEASE OF COVENANT**

LEGAL DESCRIPTION

A parcel of land located in the Southwest ¼ of Section 7, Townships 53 South, Range 40 East, and being a portion of Track 33 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1 as recorded in Plat Book 2 page 17 of the Public Records of Miami-Dade County, Florida. And more particularly describe as follows. COMMENCING at NW CORNER of said Track 33; Thence S01°44'31"E a distance of 201 feet to the POINT OF BEGINING. Thence N89°35'38"E a distance of 600.58 feet along a line parallel with an 35.00 feet South of the North line of the Southwest ¼ of said Section 7-53-40. To a curve having a radial bearing of S00°24'22"E, a radius of 25.00 feet, and a central angle of 127°07'12" thence proceed Southeasterly along the arc of said curve, a distance of 55.47 feet to a point of reverse curvature. Having a radial bearing of S53°17'11"E, a radius of 3040.00 feet and a central angle of 5°32'51" Thence proceed Southwesterly along the arc of said curve, a distance of 294.34 feet to the end of said curve; To a curve having a radial bearing of N58°50'02"W, a radius of 25.00 feet, and a central angle of 58°25'34" Thence proceed Southwesterly along the arc of said curve, a distance of 25.49 feet to the end of said curve; Thence S89°35'32"W a distance of 426.34 feet; Thence N01°44'31"W a distance of 295.01 feet; to the POINT OF BEGINNING of the herein described parcel.

RECORDERS NOTE

The legibility of writing, typing or printing
unsatisfactory in this document when received



CFN 2010R0836065
DR Bk 27520 Pgs 4449 - 4451; (3pgs)
RECORDED 12/14/2010 15:56:47
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Prepared by, record and return to:

Marina I. Ross, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, FL 33130

DOCUMENT COVER SHEET

Release of Agreement
Agreement for Water and Sanitary Sewage Facilities
Palm Isles at Doral Townhomes, ID#19832
(recorded at Official Records Book 25712, Page 1092)

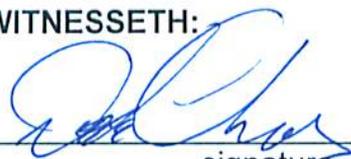
RELEASE OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that Miami-Dade County, on behalf of the Miami - Dade Water and Sewer Department, hereby releases of record and declares null and void that certain "Agreement for Water and Sanitary Sewage Facilities Between Miami-Dade County and Tract 33, LLC", for "Palm Isles at Doral Townhomes, ID# 19832", dated May 25, 2007, recorded June 18, 2007 in Official Records Book 25712, Page 1092, of the Public Records of Miami-Dade County, Florida, on the following described real property:

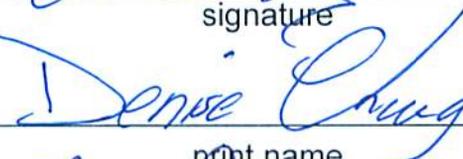
SEE EXHIBIT "A" ATTACHED HERETO

WITNESSETH:

MIAMI-DADE COUNTY


signature

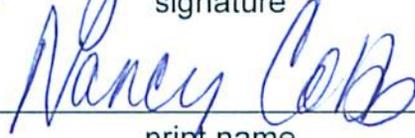



print name

Michael Suchogorski, New Business Supervisor


signature

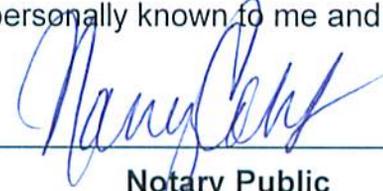
For: John W. Renfrow, P.E., Director
Miami-Dade Water And Sewer Department


print name

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 17 day of November, 2010, by Michael Suchogorski, New Business Supervisor, for John W. Renfrow, P.E., Director, Miami-Dade Water and Sewer Department, who is personally known to me and did not take an oath.


Notary Public



This instrument prepared by:
Michael Suchogorski
New Business Supervisor
Miami-Dade Water and Sewer Department
3575 S. LeJeune Road
Miami, Florida 33146-2221

PALM ISLES AT DORAL TOWNHOMES, ID# 19832

**EXHIBIT "A" OF
RELEASE OF AGREEMENT**

LEGAL DESCRIPTION

A parcel of land located in the Southwest ¼ of Section 7, Townships 53 South, Range 40 East, and being a portion of Track 33 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1 as recorded in Plat Book 2 page 17 of the Public Records of Miami-Dade County, Florida. And more particularly describe as follows. COMMENCING at NW CORNER of said Track 33; Thence S01°44'31"E a distance of 201 feet to the POINT OF BEGINNING. Thence N89°35'38"E a distance of 600.58 feet along a line parallel with an 35.00 feet South of the North line of the Southwest ¼ of said Section 7-53-40. To a curve having a radial bearing of S00°24'22"E, a radius of 25.00 feet, and a central angle of 127°07'12" thence proceed Southeasterly along the arc of said curve, a distance of 55.47 feet to a point of reverse curvature. Having a radial bearing of S53°17'11"E, a radius of 3040.00 feet and a central angle of 5°32'51" Thence proceed Southwesterly along the arc of said curve, a distance of 294.34 feet to the end of said curve; To a curve having a radial bearing of N58°50'02"W, a radius of 25.00 feet, and a central angle of 58°25'34" Thence proceed Southwesterly along the arc of said curve, a distance of 25.49 feet to the end of said curve; Thence S89°35'32"W a distance of 426.34 feet; Thence N01°44'31"W a distance of 295.01 feet; to the POINT OF BEGINNING of the herein described parcel.

RECORDERS NOTE

The legibility of writing, typing or printing
unsatisfactory in this document when received



CFN 2010R0836066
OR Bk 27520 Pgs 4452 - 4454; (3pgs)
RECORDED 12/14/2010 15:56:47
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Prepared by, record and return to:

Marina I. Ross, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, FL 33130

DOCUMENT COVER SHEET

Release of Agreement
Palm Isles at Doral Townhomes, ID#19833
(recorded at Official Records Book 25712, Page 1124)

RELEASE OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that Miami-Dade County, on behalf of the Miami - Dade Water and Sewer Department, hereby releases of record and declares null and void that certain "Agreement for Water and Sanitary Sewage Facilities Between Miami-Dade County and Tract 33, LLC", for "Palm Isles at Doral Condominium, ID# 19833", dated June 5, 2007, recorded June 18, 2007 in Official Records Book 25712, Page 1124, of the Public Records of Miami-Dade County, Florida, on the following described real property:

SEE EXHIBIT "A" ATTACHED HERETO

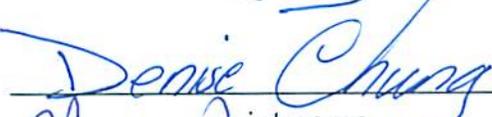
WITNESSETH:

MIAMI-DADE COUNTY



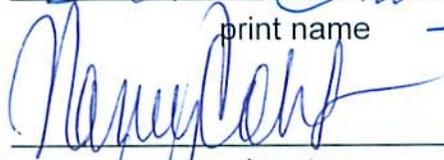
signature





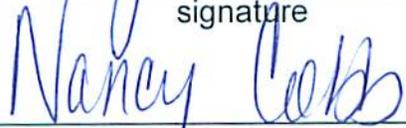
print name

Michael Suchogorski, New Business
Supervisor



signature

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



print name

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 17 day of November, 2010, by Michael Suchogorski, New Business Supervisor, for John W. Renfrow, P.E., Director, Miami-Dade Water and Sewer Department, who is personally known to me and did not take an oath.



Notary Public



This instrument prepared by:
Michael Suchogorski
New Business Supervisor
Miami-Dade Water and Sewer Department
3575 S. LeJeune Road
Miami, Florida 33146-2221

PALM ISLES AT DORAL CONDOMINIUM, ID# 19833

**EXHIBIT "A" OF
RELEASE OF AGREEMENT**

LEGAL DESCRIPTION

A parcel of land located in the Southwest 1/4 of Section 7, Township 53 South, Range 40 East, and being a portion of Tract 33 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1 as recorded in Plat Book 2 Page 17 of the Public Records of Miami-Dade County, Florida. And more particularly described as follows: COMMENCING at NE CORNER OF SAID TRACT 33 Thence S01°44'11"E a distance of 20.01 feet; Thence S89°35'38"W a distance of 20.01 feet to the POINT OF BEGINNING. Thence S89°35'38"W a distance of 530.61 feet along a line parallel with an 35.00 South of the North line of Southwest 1/4 of said Section 7-53-40. To a curve having a radial bearing of S51°06'34"E, a radius of 2960.00 feet, and a central angle of 7°02'27" Thence proceed Southwesterly along the arc of said curve, a distance of 363.74 feet to the end of said curve; Thence N89°35'32"E a distance of 749.98 feet; Thence N01°44'11"W a distance of 294.98 feet along a line parallel with an 35.00 West of the East line of Southwest 1/4 of said section 7-53-40. to the POINT OF BEGINNING of the herein described parcel.



CFN 2010R0836068
DR Bk 27520 Pgs 4458 - 4460; (3pgs)
RECORDED 12/14/2010 15:56:47
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Prepared by, record and return to:

Marina I. Ross, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, FL 33130

DOCUMENT COVER SHEET

**Release of Unity of Title
Palm Isles at Doral Townhomes, ID#19833
(recorded at Official Records Book 25712, Page 1162)**

RELEASE OF UNITY OF TITLE

KNOW ALL MEN BY THESE PRESENTS, that Miami-Dade County, on behalf of the Miami - Dade Water and Sewer Department, hereby releases of record and declares null and void that certain "Unity of Title", for "Palm Isles at Doral Condominiums, ID# 19833", dated June 5, 2007, recorded June 18, 2007 in Official Records Book 25712, Page 1162, of the Public Records of Miami-Dade County, Florida, on the following described real property:

SEE EXHIBIT "A" ATTACHED HERETO

WITNESSETH:

[Signature]
signature

Denise Chung
print name

[Signature]
signature

Nancy Cobb
print name

MIAMI-DADE COUNTY

[Signature]

Michael Suchogorski, New Business Supervisor

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

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 17 day of November, 2010, by Michael Suchogorski, New Business Supervisor, for John W. Renfrow, P.E., Director, Miami-Dade Water and Sewer Department, who is personally known to me and did not take an oath.

[Signature]
Notary Public



This instrument prepared by:
Michael Suchogorski
New Business Supervisor
Miami-Dade Water and Sewer Department
3575 S. LeJeune Road
Miami, Florida 33146-2221

PALM ISLES AT DORAL CONDOMINIUMS, ID# 19833

**EXHIBIT "A" OF
RELEASE OF UNITY OF TITLE**

LEGAL DESCRIPTION

A parcel of land located in the Southwest 1/4 of Section 7, Township 53 South, Range 40 East, and being a portion of Tract 33 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1 as recorded in Plat Book 2 Page 17 of the Public Records of Miami-Dade County, Florida. And more particularly described as follows: COMMENCING at NE CORNER OF SAID TRACT 33 Thence S01°44'11"E a distance of 20.01 feet; Thence S89°35'38"W a distance of 20.01 feet to the POINT OF BEGINNING. Thence S89°35'38"W a distance of 530.61 feet along a line parallel with an 35.00 South of the North line of Southwest 1/4 of said Section 7-53-40. To a curve having a radial bearing of S51°06'34E, a radius of 2960.00 feet, and a central angle of 7°02'27" Thence proceed Southwesterly along the arc of said curve, a distance of 363.74 feet to the end of said curve; Thence N89°35'32"E a distance of 749.98 feet; Thence N01°44'11"W a distance of 294.98 feet along a line parallel with an 35.00 West of the East line of Southwest 1/4 of said section 7-53-40. to the POINT OF BEGINNING of the herein described parcel.



Owner's Policy of Title Insurance

Fidelity National Title Insurance Company
A Stock Company

Policy Number FL0385-82-3322768-2011.8210609-82845361

OWNER'S POLICY OF TITLE INSURANCE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STRIPULATIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. *Title to the estate or interest described in Schedule A being vested other than as stated therein;*
2. *Any defect in or lien or encumbrance on the title;*
3. *Unmarketability of the title;*
4. *Lack of a right of access to and from the land.*

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

This policy shall not be valid or binding until Schedule A has been countersigned by either a duly authorized agent or representative of the Company and Schedule B has been attached hereto.

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

FL0385 3322768
Stearns Weaver Miller Weissler Alhadeff & Sitterso
150 West Flagler Street, Suite 2200
Miami, FL 33130
Tel:(305) 789-3200
Fax:(305) 789-3395

Fidelity National Title Insurance Company



By:

ATTEST

President

Secretary

Countersigned:

Authorized Signature

Marina I. Ross

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land had been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained in the insured claimant had paid value for the estate or interest insured by this policy
4. Any claim which arises out of the transaction vesting in the Insured the estate or interest by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITIONS OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": and insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental

protection liens in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A or the insured mortgage to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the company may be liable by virtue of this policy, or (ii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt

notice shall not be given to the company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS: DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, cost or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the term of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest, as insured. If the Company is prejudiced by the failure of the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the company, a proof of loss or damage signed and sworn to by the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured

claimant to provide the required proof of loss or damage, the Company's obligations to the insure under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insure claimant may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by an authorized representative of the Company the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insure claimant which were authorized by the Company up to the time of payment and which the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs b(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including

any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated I Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT

(a) **The Company's Right of Subrogation.**

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary to order to perfect this right of subrogation. The insured claimant shall permit the company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) **The Company's Rights Against Non-Insured Obligors.**

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the insured. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.



Fidelity National Title Insurance Company

Policy of Title Insurance

Fidelity National Title Insurance Company

Schedule A

Order Number: 3322768

Policy Number: FL0385-82-3322768-
2011.8210609-82845361
SWM File 38903.000(mir)

Amount of Insurance: \$9,500,000.00

Date of Policy: December 14, 2010 at 3:57p.m.

1. Name of Insured: **CITY OF DORAL, A FLORIDA MUNICIPAL CORPORATION**

2. The estate or interest in the land described herein and which is covered by this policy is:
Fee Simple

3. Title to the estate or interest in the land is vested in:

City of Doral, a Florida municipal corporation, by virtue of that certain Warranty Deed recorded December 14, 2010, at Official Records Book 27520, Page 4463, of the Public Records of Miami-Dade County, Florida

4. The land referred to in this policy is described in the said instrument and identified as follows:

See attached Exhibit A for legal description.

38903 0000 #731669v1

Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.

Marina A. Ross
Authorized Signature

This policy is invalid unless a cover sheet and Schedule B are attached.

1992 ALTA Owner's Policy w/FL modifications

Order Number: 3322768

Policy Number: FL0385-82-3322768-2011.8210609-
82845361
SWM File 38903.000(mir)

Exhibit A

Tract 33 in Section 7, Township 53 South, Range 40 East, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida.

Schedule B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes and assessments for the year 2011 and subsequent years, which are not yet due and payable.
2. Rights-of-ways as shown on the Plat of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION recorded in Plat Book 2, Page 17.
3. Canal reservations in favor of the Trustees of the Internal Improvement Fund of the State of Florida recorded in Deed Book 46, Page 240.
4. Canal reservations in Tax Deed (No. 372) reference to Tracts 33, from Trustees of Internal Improvement Fund dated October 11, 1922, filed October 27, 1922, in Deed Book 314, Page 374.
5. South Florida Water Management District Environmental Resource Permit Notice, recorded May 10, 2007, in Official Records Book 25609, Page 4583.
6. Covenant Running With Land of Palm Isle at Doral, recorded May 18, 2007, in Official Records Book 25632, page 1528, as corrected by instrument recorded January 10, 2008, in Official Records Book 26153, Page 1544.
7. Ordinance No. 07-103, dated July 24, 2007, "Palm Isle at Doral Multi./Maint. and Street Lighting", recorded August 21, 2007, in Official Records Book 25871, Page 420.
8. Assessment Roll Resolution R-857-07, dated July 24, 2007 for a Special Taxing District known as "Palm Isle at Doral Multi./Maint. and Street Lighting", recorded August 21, 2007, in Official Records Book 25871, Page 457.
9. Declaration of Restrictive Covenants for the Palm Isle at Doral Community Development District, recorded November 28, 2007, in Official Records Book 26070, Page 705.
10. Notice of Establishment of the Palm Isle at Doral Community Development District, recorded December 5, 2007, in Official Records Book 26087, Page 635.
11. South Florida Water Management District Environmental Resources Permit Notice, recorded January 30, 2008, in Official Records Book 26186, Page 2194.
12. The following state of facts as disclosed by survey prepared by Hadonne Corp., dated November 15, 2010, under Job No. 09111:
 - a) Concrete slab encroaches over the west boundary line;
 - b) 5' high chain link fence encroaches beyond the east boundary line;
 - c) N.W. 114th Avenue transects the subject property.

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting the Fidelity National Title Insurance Company 601 Riverside Avenue, Jacksonville, FL 32204 Telephone 1-888-934-3354.



Fidelity National Title Insurance Company

ENDORSEMENT

Attached to and made a part of Owner's Policy Number: FL0385-82-3322768-2011.8210609-82845361

The Company insures the insured against loss or damage sustained by reason of:

1. The existence, at Date of Policy, of any of the following unless expressly excepted in Schedule B:
 - a. Present violations on the land of any enforceable covenants, conditions or restrictions.
 - b. Any instrument referred to in Schedule B as containing covenants, conditions or restrictions on the land which, in addition, (i) establishes an easement on the land; (ii) provides for an option to purchase, a right of first refusal or the prior approval of a future purchaser or occupant; or (iii) provides a right of reentry, possibility of reverter or right of forfeiture because of violations on the land of any enforceable covenants, conditions or restrictions.
 - c. Any encroachment onto the land of existing improvements located on adjoining land.
 - d. Any notices of violation of covenants, conditions and restrictions relating to environmental protection recorded or filed in the public records.
2. Damage to buildings constructed on the land after Date of Policy resulting from the future exercise of any right existing at Date of Policy to use the surface of the land for the extraction or development of minerals excepted from the description of the land or excepted in Schedule B.

Wherever in this endorsement the words "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions or limitations contained in an instrument creating a lease.

As used in paragraph 1 (a), the words "covenants, conditions or restrictions" shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

IN WITNESS WHEREOF, the Company has caused this endorsement to be issued and valid when signed by an authorized officer or licensed agent of the Company.

STEARNS WEAVER MILLER WEISSLER
ALHADEFF & SITTERSON, P.A.


Marina I. Ross
Authorized Officer or Licensed Agent



Fidelity National Title Insurance Company

ENDORSEMENT

Attached to and made a part of Policy Number: FL0385-82-3322768-2011.8210609-82845361

"The Company hereby acknowledges the lands described in Schedule A are the same lands described in the survey prepared by Haddone Corp., dated November 15, 2010, under Job 09111, however, the Company does not insure the accuracy or completeness of said survey."

The total liability of the Company under said policy, binder or commitment and under this and any prior endorsements thereto shall not exceed, in the aggregate, the amount of liability stated on the face of said policy, binder or commitment, as the same may be specifically amended in dollar amount by this or any prior endorsements and the costs which the Company is obligated to pay under the Conditions and Stipulations of the policy.

This endorsement is made a part of said policy, binder or commitment and is subject to all the terms and provisions thereof, except as modified by the provisions hereof.

Nothing herein contained shall be construed as extending or changing the effective date of the aforesaid policy, binder or commitment unless otherwise expressly stated.

IN WITNESS WHEREOF, the Company has caused this endorsement to be issued and valid when signed by an authorized officer or licensed agent of the Company.

**STEARNS WEAVER MILLER WEISSLER
ALHADEFF & SITTERSON, P.A.**

A handwritten signature in blue ink, appearing to read 'M. I. Ross', written over a horizontal line.

Marina I. Ross
Authorized Officer or Licensed Agent

FINAL MINUTES
CITY OF DORAL
COUNCIL MEETING

WEDNESDAY, AUGUST 11, 2010 – 7:00 P.M.
CITY HALL COUNCIL CHAMBERS
8300 N.W. 53RD STREET, SUITE 100
DORAL, FL 33166

1) **Call to Order / Roll Call of Members** (00:00:07)

Meeting was called to order at 7:03 p.m..(00:00:17)

Councilman Pete Cabrera	Present
Councilman Michael DiPietro	Present
Councilwoman Sandra Ruiz	Present
Vice Mayor Robert Van Name	Present
Mayor Juan Carlos Bemudez	Present

Also present were:

- Yvonne Soler-McKinley, City Manager
- Mark Taxis, Assistant City Manager
- Barbara Herrera, City Clerk
- Jimmy Morales, City Attorney

2) **Pledge of Allegiance** (00:00:26)

3) **Invocation** (00:00:46)

The invocation was given by Father Israel Maggo.

4) **Agenda / Order of Business** (00:02:12)

Mayor Bermudez recognized Heyner Gomez for his contributions to our City as a member of the IT Department and who has recently resigned his position to join the U.S. Army.

Mr. Morales withdrew Discussion Item 9 S from the agenda.

Councilman Cabrera pulled Item 5 C from the Consent Agenda.

Councilwoman Ruiz pulled Item 5 G from the Consent Agenda.

Mayor Bermudez stated that Item 5 C became Item 9 N i and Item 5 G became Item 9 N ii. (00:04:47)

5) Consent Agenda (00:06:11)

- A. **A Resolution of the Mayor and the City Council of the City of Doral, Florida adopting the 2010 Transportation Master Plan; and Providing for an effective date (Public Works)**

TAB 1

- B. **A Resolution of the Mayor and the City Council of the City of Doral, Florida approves the Conceptual Study for the Public Works Department Vehicle Maintenance Building; and Providing for an effective date (Public Works)**

TAB 2

- C. **A Resolution of the Mayor and the City Council of the City of Doral, Florida approving the Doral Trolley Route Modifications; and Providing for an effective date (Public Works)** (02:36:36)

TAB 3

(Item 5 C was pulled from the Consent Agenda by Councilman Cabrera and placed for consideration as Discussion Item 9 N i)

Motion to approve made by Councilman Cabrera and seconded by Councilman DiPietro. Roll call vote - motion passes unanimously. (02:37:08)

- D. **A Resolution of the Mayor and the City Council of the City of Doral, Florida authorizing the City Manager to negotiate and enter into an Agreement for the Billing of Stormwater Charges Between Miami-Dade County and the City of Doral; and Providing for an effective date (Public Works)**

TAB 4

- E. **A Resolution of the Mayor and the City Council of the City of Doral, Florida authorizing the City Manager to accept the Right-of-Way dedication from the Miami-Dade County Public Schools for land adjacent to Ronald W. Reagan Senior High School; and Providing for an effective date (Public Works)**

TAB 5

- F. **A Resolution of the Mayor and the City Council of the City of Doral, Florida authorizing the City Manager to negotiate and enter into Street Lighting Agreements with Florida Power and Light for the provision of concrete pole street lights and related maintenance; and Providing for an effective date (Public Works)**

TAB 6

- G. **A Resolution of the Mayor and the City Council of the City of Doral, Florida authorizing an increase of \$25,000.00 to the existing purchase order for Lou's Police Distributors for the provision of additional police gear; and Providing for an effective date (Police) (02:40:31)**

(Item 5 G was pulled from the Consent Agenda by Councilwoman Ruiz and placed for consideration as Discussion Item 9 N ii)

Chief Ricky Gomez, Chief of Police, addressed the Council and presented the provisions of the Resolution.

Motion to approve made by Councilwoman Ruiz and seconded Councilman DiPietro. Roll call vote - motion passes unanimously.

Councilwoman Ruiz requested an inventory of assets by the Police Department. (02:41:21)

TAB 7

- H. **A Resolution of the Mayor and the City Council of the City of Doral, Florida authorizing an increase of \$10,000.00, for a total amount not to exceed \$16,000.00, to the existing purchase order for Florida Police Products for the provision of additional police gear and supplies; and Providing for an effective date (Police)**

TAB 8

- I. **A Resolution of the Mayor and the City Council of the City of Doral authorizing the City Manager to expend \$7,500.00 in addition to the previously approved two (2)-year contract in the amount of \$74,000.00 for a total amount not to exceed \$81,500.00 for auditing services provided by Rodriguez, Trueba and Company, P.A.; and Providing for an effective date (Finance)**

TAB 9

- J. A Resolution of the Mayor and the City Council of the City of Doral, Florida adopting the competitively bid terms of the agreement between Certified Records Management, Inc. and the South West Florida Water Management District for the provision of records storage and records management services; Directing the City Manager and the City Attorney to negotiate and enter into an agreement with Certified Records Management, Inc. on the basis of said terms; and Providing for an effective date (City Clerk)**

TAB 10

- K. A Resolution of the Mayor and the City Council of the City of Doral, Florida approving the revised Community Based Organization (CBO) Policy; and Providing for an effective date (City Manager)**

TAB 11

Motion to approve Consent Agenda Items A, B, D, E, F, H, I, J and K made by Councilman DiPietro and seconded by Councilman Cabrera. By consensus, motion passes unanimously. (00:06:11)

- 6) Approval of Minutes (00:06:33)**

- A. Council Zoning Meeting - June 9, 2010**

TAB 12

- B. Council Meeting - June 9, 2010**

TAB 13

- C. Council Workshop - June 9, 2010**

TAB 14

- D. Special Council Meeting / Re: CBO Grants - June 24, 2010**

TAB 15

- E. Special Council Meeting / Re: PBA - June 24, 2010**

TAB 16

F. Special Council Meeting - July 7, 2010

TAB 17

G. Special Council Meeting / Re: Proposed Millage - July 7, 2010

TAB 18

Motion to approve Items 6 A, B, C, D, E, F and G made by Vice Mayor Van Name and seconded by Councilman DiPietro. By consensus, motion passes unanimously.
(00:07:04)

7) Presentations

A. Keep Doral Beautiful Business Award (00:07:23)

TAB 19

Mr. Al Childress addressed the Council and presented Mr. Stephen Smith, owner of property located at 9500 N.W. 41 Street, as the recipient of the August 2010 Keep Doral Beautiful Award.

Mr. Stephen Smith addressed the Council and thanked the City for the recognition.
(00:07:36)

B. Granicus Presentation (00:16:35)

Ms. Barbara Herrera, City Clerk, addressed the Council and presented the Granicus application that is now available through the City website which integrates agendas, minutes and meeting videos for easier public access.

C. Event Recap - Independence Day Celebration (00:21:02)

TAB 20

Mr. John Rebar, Director of Parks and Recreation, addressed the City Council and presented the Independence Day event recap. (00:21:14)

D. Doral Transit System Semi-Annual Performance Report (00:37:04)

TAB 21

Mr. Eric Carpenter, Director of Public Works, addressed Council and presented the Doral Transit System Semi-Annual Performance Report. He proceeded to respond to questions from Council. (00:37:11)

8) Public Comments (00:46:45)

- A representative from Gold-Diggers, Inc., applicant for a CBO Grant, addressed Council and thanked them for considering them for an award. (Spoke to Item 9 F)

- A representative from Food for Life, addressed the Council and asked for their support through a CBO grant. (Spoke to Item 9 F)

- A representative from the DBC addressed Council requesting to have an event on October 23, 2010 titled "Fun Run to Good Health." It will be a 5 K run that will also have a health fair. He requested Council support for this event (Spoke to Item 9 N)

- A resident addressed Council regarding the Doral Trolley. He was concerned about the funding for the Doral Trolley and asked for voluntary contributions from the riders. In addition, he also addressed the light outage of along Doral streets which he understand are controlled by the County. (00:46:48)

9) Discussion Items

A. Discussion: Mayor Maroño and Comm. Diaz Annexation Request (00:25:51)

(Item 9 A was moved up in the agenda)

Mayor Bermudez opened the floor to public comments on this item regarding annexation. There were no public comments made. (00:25:54)

Mayor Manny Marono, Mayor of Sweetwater, addressed the Council and requested support for the Sweetwater annexation effort. Commissioner Jose "Pepe" Diaz addressed the City Council and also requested support for the Sweetwater annexation effort. (00:28:42)

Mayor Marono and Commissioner Diaz requested a Resolution of support of the City of Sweetwater annexation.

Motion to approve the Resolution made by Councilwoman Ruiz and seconded by Councilman DiPietro. By consensus, motion passes unanimously. (00:31:39)

B. Discussion: City Hall Contract (00:55:31)

TAB 22

Ms. Soler-McKinley addressed the Council and presented the provisions of the proposed City Hall contract with CM Doral.

Mr. Peter Lopez, Counsel for the City, addressed Council and presented the specific

terms of the contract.

Motion to approve a contractual agreement with CM Doral for the construction of City Hall made by Councilman DiPietro and seconded by Vice Mayor Van Name. Roll call vote - motion passes unanimously. (00:55:47)

C. Discussion: Amendment to Lease Agreement for State Land for Police Building (01:10:33)

TAB 23

Mr. Taxis addressed the Council and presented an amendment to the lease agreement with the State Land.

Motion to approve the amendment to the lease agreement made by Councilman Cabrera and seconded by Vice Mayor Van Name - Roll call vote - motion passes unanimously. (01:10:45)

D. Discussion: Tract 33 (01:12:32)

TAB 24

Mr. Eric Carpenter, Public Works Director, addressed Council and requested Council's authorization to proceed with the purchase of Tract 33.

Vice Mayor Van Name requested an amendment to make this purchase based on a second appraisal done by the City that then comes back to the City with a final price.

Motion to approve the purchase of Tract 33 with the provision that there be another appraisal done by the City that will come back to Council with a final price made by Councilman DiPietro and seconded by Vice Mayor Van Name. Roll call vote - motion passes unanimously.

Councilwoman Ruiz requested a summary of major projects and where the funding is coming from for said projects. (01:13:02)

E. Discussion: Pascual, Perez, Killidjian and Associates Contract (01:30:17)

TAB 25

Ms. Soler-McKinley addressed Council and presented the contract for Pascual, Perez & Killidjian to Council.

Motion to approve the Pascual, Perez & Killidjian contract made by Councilwoman Ruiz and seconded by Councilman DiPietro. Roll call vote - Motion passes unanimously.

(01:30:28)

F. Discussion: Consideration of CBO Grant Award to Gold - Diggers, Inc. (01:31:30)

TAB 26

Mr. Sergio Ascunce, Building Director, addressed the Council and presented Staff recommendation on this item. He stated that the CBO Committee did not recommend award of a CBO grant to Gold-Diggers, Inc. and presented the reasons for this recommendation.(01:31:46)

Motion to approve a CBO award to Gold-Diggers, Inc. made by Councilwoman Ruiz and seconded by Vice Mayor Van Name. Roll call vote - motion passes unanimously.
(01:37:09)

G. A Resolution of the Mayor and City Council of the City of Doral, Florida authorizing the execution of a Joinder to Interlocal Agreement between the City of Doral, Florida and the Florida Development Finance Corporation for the purpose of authorizing the Florida Development Finance Corporation to exercise its power and authority within the corporate limits of the City of Doral, Florida; Providing limited approval to the issuance by the Florida Development Financing Corporation of its Educational Facilities Revenue Bonds (Renaissance Charter Schools Project) in one or more series of tax-exempt and taxable bonds and in an aggregate principal amount not to exceed \$15,500,000.00; The proceeds from the sale of the bonds will be used principally to finance and refinance certain capital improvements for Renaissance Elementary Charter School located in Doral, Florida; and Providing for an effective date (City Attorney) (01:38:33)

TAB 27

A break was taken at 8:41 p.m.(01:38:17)

Meeting resumed at 8:58 p.m.(01:38:48)

Mr. Morales addressed the Council and presented the provisions of the Resolution.

Motion to approve made by Councilman Cabrera and seconded by Vice Mayor Van Name. Roll call vote - motion passes unanimously. (01:39:30)

H. A Resolution of the Mayor and the City Council of the City of Doral, Florida authorizing the City Manager to negotiate and enter into an initial two (2) year agreement with Logistical Outsourcing, Inc. with the option of an additional two (2), one (1) year periods for the provision of printing services for the City Clerk's Office in an amount not to exceed \$24,000.00 for FY 09-10 and FY 10-11 respectively; and Providing for an effective date (City Clerk) (01:40:19)

TAB 28

Ms. Herrera addressed the Council and presented the recommendation for an award to Logistical Outsourcing, Inc.

Motion to call the vote made by Councilman DiPietro and Vice Mayor Van Name. By consensus, motion passes with a 4 - 1 vote (Councilwoman Ruiz voted "no")

Motion to approve made by Councilman DiPietro and seconded by Vice Mayor Van Name. Roll call vote - Motion passes with a 4 - 1 vote. (Councilwoman Ruiz voted "no") (01:40:56)

- I. A Resolution of the Mayor and the City Council of the City of Doral, Florida authorizing the City Manager to negotiate and enter into an agreement with Rock/Paper/Data for the provision of software database development services in an amount not to exceed \$95,000.00; and Providing for an effective date (IT) (01:56:43)

TAB 29

Mr. Rafael Alpizar, IT Director, addressed the Council and presented a recommendation of award for Rock / Paper / Data.

Motion to approve made by Councilman DiPietro and seconded by Vice Mayor Van Name. Roll call vote - motion passes unanimously. (01:57:11)

- J. A Resolution of the Mayor and the City Council of the City of Doral, Florida authorizing the City Manager to negotiate and enter into an agreement with Albarni, Caballero & Company, LLP for the provision of municipal auditing services; and Providing for an effective date (Finance) (01:58:18)

TAB 30

Ms. Eliza Rassi, Finance Director, addressed Council and presented the recommendation of an award to Albarni, Caballero & Company, LLP.

Motion to approve with an amendment not to exceed \$55,000.00 made by Councilman DiPietro and seconded by Councilman Cabrera - Roll call vote - motion passes unanimously. (01:58:42)

- K. A Resolution of the Mayor and the City Council of the City of Doral, Florida authorizing the City Manager to negotiate and enter into an agreement with Gonzalez & Sons Equipment, Inc. for the provision of services relating to the Canal Bank Stabilization Project in an amount not to exceed \$3,937,817.22; and Providing for an effective date (Public Works) (02:01:18)

TAB 31

Mr. Eric Carpenter, Director of Public Works, addressed Council and presented his recommendation of an award to Gonzalez & Sons Equipment, Inc.

Motion to approve made by Councilman Cabrera and seconded by Councilman DiPietro. Roll call vote - motion passes unanimously. (02:01:22)

L. Discussion: Budget Recommendations for FY 2010-2011 Budget (Request made by Councilman Cabrera) (02:02:46)

(Item was withdrawn.) (02:02:59)

M. Discussion: Doral Design District - Steering Committee (Requested by Vice Mayor Van Name) (02:10:00)

Vice Mayor Van Name addressed the Council and presented the proposal for a Doral Design District.

Motion to support the proposed Doral Design District Steering Committee made by Councilman Cabrera and seconded by Councilman DiPietro. Roll call vote - motion passes unanimously. (02:10:17)

Vice Mayor Van Name proffered names for the Committee members to the City Council.

Motion to defer the naming of the committee member until the September 8, 2010 Council Meeting made by Councilman DiPietro and seconded by Councilman Cabrera. Roll call vote - 4 - 1 (Vice Mayor Van Name voted "no") (02:19:44)

N. Discussion: DBC Community 5K Run/Walk & Health Fair at JCB Park (Requested by Vice Mayor Van Name) (02:29:34)

Vice Mayor Van Name addressed the Council and presented his recommendation to support the Doral Business Council 5K Run / Walk & Health Fair at JCB Park.

Mr. Tom Boveg, representing the Doral Business Council, addressed Council and requested support from the City for this event.

Motion to approve the presented recommendation for the DBC event made by Vice Mayor Van Name and seconded by Councilman Cabrera. Roll call vote - motion passes unanimously. Roll call vote - passes unanimously. (02:29:50)

First Reading

Ordinance #2010-19 "The Doral Dangerous Intersection Safety Act"

- O. An Ordinance of the Mayor and the City Council of the City of Doral, Florida repealing Section 44-19 through Section 44-33 of the Code of Ordinances of the City of Doral entitled "The Doral Dangerous Intersection Safety Act" in its entirety; Creating a new Section 44-19 of the Code of Ordinances of the City of Doral entitled "The Doral Dangerous Intersection Safety Act;" Authorizing the City to permit and implement the use of traffic infraction detectors for red light infractions pursuant to state law; Providing for definitions; Providing for traffic infraction enforcement officers; Authorizing City Administration to take all steps necessary to implement and operate the enforcement program pursuant to the requirements of state law; Providing for the location of traffic infraction detectors within the City; Providing for severability; and Providing for an effective date (02:44:33)

TAB 32

Motion to approve Ordinance #2010-19 on First Reading made by Councilman Cabrera and seconded by Councilman DiPietro. Roll call vote - motion passes. (02:44:34)

Ordinance #2010-20 "Campaign Contribution Prohibitions" (Requested by Councilman Cabrera)

- P. An Ordinance of the Mayor and the City Council of the City of Doral, Florida creating Section _____ of the City Code prohibiting campaign contributions to City office candidates by City vendors and lobbyists; Providing for severability; Providing for inclusion in the City Code; and Providing for an effective date (02:45:48)

TAB 33

Councilman Cabrera addressed the Council and presented the provisions of the Ordinance.

Motion to approve Ordinance #2010-20 on First Reading with a change from 12 to 24 months in Section 1(a) made by Councilwoman Ruiz and seconded by Councilman DiPietro. Roll call vote - motion passes unanimously.

Councilman DiPietro requested information from Staff as to what other communities are doing regarding this matter. (02:48:05)

Ordinance #2010-21 "Creating 'Resign-to-Run' Requirement for All City Appointees to Boards, Committees or Commissions Who Qualify for City Office" (Requested by Councilman Cabrera)

- Q. An Ordinance of the Mayor and the City Council of the City of Doral, Florida creating Section 14-20 of the City Code requiring appointees to City Boards, Committees or Commissions who qualify for City Office to resign upon qualification for office; Creating section 14-21 of the City Code requiring the City to post all Campaign Financial Records on the City website within 24 hours of the submittal

deadline; Providing for repeal of conflicting provisions; Providing for severability; Providing for inclusion in the City Code; and Providing for an effective date (03:08:47)

TAB 34

Councilman Cabrera addressed Council and presented the provisions of the Ordinance.

Motion to approve Ordinance #2010-21 with a change to make it effective on the date of the election made by Councilwoman Ruiz. Motion fails for lack of a second.

Item fails. (03:08:50)

Ordinance #2010-22 "Encumbrance Carryforward Amendment to Budget"

- R. An Ordinance of the Mayor and the City Council of the City of Doral, Florida, providing for an encumbrance carryforward amendment increasing the General Funds Budget for Fiscal Year 2009-2010; increasing the Transportation Funds Budget for Fiscal Year 2009-2010 and increasing the Stormwater Funds Budget for Fiscal Year 2009-2010; Providing for severability; and Providing for an effective date (03:24:03)

TAB 35

Ms. Eliza Rassi addressed the Council and presented the provisions of Ordinance #2010-22.

Motion to approve Ordinance #2010-22 on First Reading made by Councilman Cabrera and seconded by Councilman DiPietro. Roll call vote - motion passes unanimously. (03:24:37)

Ordinance #2010-23 "Amending Demonstration Ordinance"

- S. An Ordinance of the Mayor and the City Council of the City of Doral, Florida amending Chapter 38, Article IV of the City Code regarding demonstrations in the City of Doral; Providing for conflicts; Providing for severability; Providing for inclusion in the City Code; and Providing for an effective date

TAB 36

(Item was withdrawn by the City Attorney under Agenda / Order of Business)

Second Reading

Ordinance #2010-17 "Establishing a Chinese Drywall Fund"

- T. An Ordinance of the Mayor and the City Council of the City of Doral, Florida establishing a Chinese Drywall fund not to exceed \$250,000.00; Authorizing the City Manager to establish policies and procedures to release funds; Establishing waiver of permit fees for homes built with Chinese drywall; Identifying the Code Compliance Department as the Department for monitoring release of said funds; and Providing for an effective date (03:25:33)

TAB 37

Public Hearing - there were no comments made during the public hearing.

Motion to approve Ordinance #2010-17 on Second Reading made by Councilman Cabrera and seconded by Councilman DiPietro. Roll call vote - motion passes unanimously. (03:25:36)

10) Department Reports / Staff Reports / Recommendations

A. Mayor's Report (03:26:50)

Mayor Bermudez congratulated Mr. Eric Carpenter, Director of Public Works, as being chosen as Public Works Director of the Year.

He reminded the Council about the Florida League of Cities that starts the following week and encouraged the Councilmembers to attend. (03:26:51)

B. City Manager's Report (03:28:47)

Ms. Soler-McKinely stated that the Audit Report will be presented during the September 8, 2010 Council Meeting. (03:28:47)

C. Department Reports / Staff Reports renowned

i. Building (03:34:16)

TAB 38

Mr. Sergio Ascunce, Director of Building, addressed the Council regarding a change in the permitting procedures. (03:34:16)

ii. Office of the City Clerk

TAB 39

iii. Code Compliance

10 TAB 40

iv. Economic Development Coordinator

10 TAB 41

v. Finance

10 TAB 42

vi. Human Resources

10 TAB 43

vii. Information Technology

10 TAB 44

viii. Parks & Recreation

10 TAB 45

ix. Planning & Zoning

10 TAB 46

x. Police

10 TAB 47

xi. Public Works

10 TAB 48

D. City Attorney's Report (03:37:03)

Mr. Morales presented an update on the Doral Grande litigation and stated that the

TAB 47

xi. Public Works

TAB 48

D. City Attorney's Report (03:37:03)

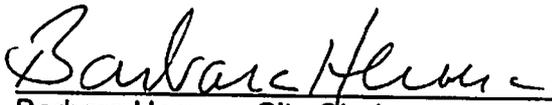
Mr. Morales presented an update on the Doral Grande litigation and stated that the Administrative Law Judge issued an order ruling in favor of the City of Doral which stated that the LDC is in compliance with the Comprehensive Plan.

Mr. Morales also stated that each Councilmembers has a right to ask for legislation to be prepared. It is not an endorsement of the Councilmember's request. (03:37:07)

11) Adjournment

Meeting adjourns at 10:57 p.m. (03:38:57)

Respectfully submitted,


Barbara Herrera, City Clerk

Motion to approve the minutes of the August 11th, 2010 Council Meeting made by Councilwoman Ruiz and seconded by Councilman Cabrera.

Councilman Pete Cabrera	Yes
Councilman Michael DiPietro	Yes
Councilwoman Sandra Ruiz	Yes
Vice Mayor Robert Van Name	Yes
Mayor Juan Carlos Bermudez	Yes

APPROVED and ADOPTED this 8th day of September , 2010.


JUAN CARLOS BERMUDEZ, MAYOR

RESOLUTION No. 10 – 104

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA AUTHORIZING THE CITY MANAGER TO NEGOTIATE WITH TRACT 33 LLC FOR THE ACQUISITION OF TEN (10) ACRES OF PUBLIC PARK LAND LOCATED AT 11300 N.W. 81 TERRACE FOR THE CITY OF DORAL; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to the recommendation made in the City's Park System Master Plan, the City of Doral has an opportunity to purchase the vacant ten (10) acres of land adjacent to the north of the ten (10) acres that is currently owned by the City; and

WHEREAS, it is in the best interest of the City to own and control the complete twenty (20) acres to allow for a larger park site to service the needs of the residents in the northwest quadrant of the City; and

WHEREAS, Staff respectfully requests that the City Council authorize the City Manager to negotiate with Tract 33 LLC for the acquisition of ten (10) acres of public park land located at 11300 N.W. 81 Terrace for the City of Doral.

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

Section 1. The City Council hereby authorizes the City Manager to negotiate with Tract 33 LLC for the acquisition of ten (10) acres of public park land located at 11300 N.W. 81 Terrace for the City of Doral.

Section 2. This Resolution shall take effect immediately upon adoption.

The foregoing resolution was offered by Councilwoman Ruiz who moved its adoption. The motion was seconded by Councilman DiPietro and upon being put to a vote, the vote was as follows:

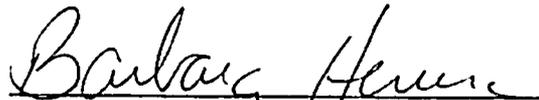
Mayor Juan Carlos Bermudez	Yes
Vice Mayor Robert Van Name	Yes
Councilman Pete Cabrera	Yes
Councilman Michael DiPietro	Yes
Councilwoman Sandra Ruiz	Yes

PASSED and ADOPTED this 9th day of June, 2010.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



JIMMY MORALES, ESQ., CITY ATTORNEY

ORDINANCE #2010-34

AN ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, PROVIDING FOR AN AMENDMENT INCREASING THE GENERAL FUNDS BUDGET FOR FISCAL YEAR 2010-2011 FOR THE PURCHASE OF TRACT 33; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Doral (the "City") has approved the acquisition of ten (10) acres of open land in the City of Doral for use as a public park ("Tract 33"); and

WHEREAS, the funds required to consummate the purchase were not appropriated in the Fiscal 2010-11 budget approved by the City Council; and

WHEREAS, the City finds it necessary to adjust certain budget line items in the City's General Funds Fiscal Year 2009-2010 (the "Budget") in order to include the Tract 33 acquisition in the budget;

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

Section 1. The foregoing recitals are hereby incorporated by reference and made a part hereof.

Section 2. Pursuant to Article IV Section 4.06 of the City Charter, the General Fund Expense Budget is hereby amended and increased in the amount of \$9,775,000.00 by the inclusion of and appropriation by line items to the Parks and Recreation Capital Outlay Land Purchase, with the supplemental appropriation being made from the Undesignated and Unreserved Fund Balances of the General Fund.

Section 3. **Severability.** The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections,

sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Effective Date. This Ordinance shall be effective upon adoption on second reading.

The foregoing Ordinance was offered by Vice Mayor DiPietro, who moved its adoption. The motion was seconded by Councilwoman Rodriguez and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Michael DiPietro	Yes
Councilman Luigi Boria	No
Councilman Peter Cabrera	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED on first reading this 10th day of November, 2010.

PASSED AND ADOPTED on second reading this 8th day of December, 2010.



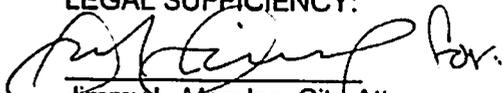
Juan Carlos Bermudez, Mayor

ATTEST:



Barbara Herrera, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



Jimmy L. Morales, City Attorney