

ORDINANCE NO. 2007-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE REZONING OF 30 ACRES LOCATED AT THE SOUTHEAST CORNER OF NORTHWEST 107TH AVENUE AND NORTHWEST 74TH STREET FROM IU-1 (INDUSTRIAL) TO PUD (PLANNED UNIT DEVELOPMENT); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Doral Grande Residences, Ltd. ("Applicant"), has requested approval of a rezoning of 30 acres located on the southeast corner of northwest 107TH avenue and northwest 74th street, Doral, Florida, from IU-1 (Industrial) to PUD (Planned Unit Development).

WHEREAS, after careful review and deliberation, staff has determined that this application has complied with the Code; and

WHEREAS, on June 27th 2007, the City Council held a quasi-judicial hearing and received testimony and evidence related to the Application from the Applicant and other persons and found that the rezoning is consistent with the Comprehensive Plan and is in the best interest of the citizens of Doral;

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

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance upon adoption hereof.

Section 2. A rezoning of 30 acres located on the southeast corner of northwest 107TH avenue and northwest 74th street, Doral, Florida, from IU-1

(Industrial) to PUD (Planned Unit Development) is hereby approved; subject to the following restrictions proffered by the applicant:

1. The Master Development Agreement ("Exhibit "A") proffered to the City Council and incorporated herein is recorded in the Public Records of Miami-Dade County;
2. The applicant shall provide adequate security (on site) during the entire time of construction between the hours of 7:00 pm and 7:00 am; Monday through Friday, and 24 hours during weekends and holidays.
3. The applicant shall provide ample screening of all external mechanical equipment, subject to the final approval by the Planning and Zoning Director.
4. Applicant shall maintain all roads and access driveways clear from debris and soil at all times. Measures to address this concern will be taken daily at the end of each workday.
5. The applicant must receive approval from the Department of Environmental Resource Management prior to submitting for building permits.
6. The applicant shall comply with the City's construction barrier ordinance.
7. Street signage must be consistent with the City's standard detail.

Section 3. This ordinance shall not become effective unless and until the City's CDMP receives final approval from the Department of Community Affairs and becomes and effective.

WHEREAS, a motion to approve the Ordinance was offered Councilman VanName who moved its adoption. The motion was seconded by Councilwoman Ruiz and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	absent
Vice Mayor Peter Cabrera	yes
Councilmember Michael DiPietro	yes
Councilwoman Sandra Ruiz	yes
Councilmember Robert Van Name	yes

PASSED AND ADOPTED upon first reading the 23rd day of May 2007

PASSED AND ADOPTED upon second reading the 27th day of June 2007.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



BARBARA HERRERA, CITY CLERK

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



JOHN J. HEARN, CITY ATTORNEY

DORAL GRANDE PLANNED UNIT DEVELOPMENT
A MASTER DEVELOPMENT AGREEMENT

The City of Doral, a Florida municipal corporation (the "City"), and Doral Grande Residences, Ltd., a Florida limited partnership (the "Developer"), hereby covenant and agree, and bind their successors and assigns as follows:

1. OWNERSHIP OF THE PROPERTY

This Planned Unit Development, commonly known as "Doral Grande", involves approximately 30± acres of land which is legally described on **Exhibit "A"** attached hereto, and shall henceforth be referred to as the "Property." The Property is under unified ownership, and is under the sole control of Developer, signatory to this Agreement. This Agreement between the City and Developer shall revoke any and all prior development agreements applicable to the Property.

2. PERMITTED USES

The Property is designated Office Residential ("OR") and Low Density Residential ("LDR") on the City's Future Land Use Map. The OR designation allows for a mixture of both professional and clerical offices, hotels, motels, and residential uses at a density of 16 units per gross residential acre. The LDR designation allows for residential uses at a density of 10 units per gross residential acre. The Property shall be developed in accordance with the permitted uses and density of the adopted PUD Ordinance No. 2006-05. Section 3(F) of the PUD Ordinance permits Mixed Uses subject to strict site plan approval review for compatibility of uses. The Property shall be developed in accordance with the Conceptual Development Plan referred to in Paragraph 4, below. The Conceptual Development Plan provides for a Mixed Use development containing 311 residential condominium units and 60,000 S.F. of office and commercial uses. The Conceptual Development Plan reflects that a small portion of the proposed office and commercial uses are contained within the LDR designated portion of the Property. These uses are permitted under the PUD Ordinance and are compatible with the goals, objectives and policies of the City's Comprehensive Plan. Please note that pursuant to the PUD Ordinance the

following uses will not be included:

- (a) Adult entertainment
- (b) Boat sales
- (c) Fortune tellers, astrologers, and palm readers
- (d) Funeral homes
- (e) Greenhouses and nurseries (wholesale)
- (f) Laundry/dry cleaning plants
- (g) Motor vehicle repair facilities
- (h) Motor vehicle service centers
- (i) Pawn shops
- (j) Tattoo parlors
- (k) Veterinary clinics

3. DEVELOPMENT CONCEPT

The Doral Grande will be marketed to and targeted for individuals and families with the desire to live in an urban community with various types of multi-family and townhome units within walking distance of civic, commercial, retail, and office space. The mixture of housing and commercial, office, and retail within one development will allow the residents of the Doral Grande to live and work in one community. This new community is pedestrian oriented and is designed to provide urban conveniences to its residents and neighbors.

4. DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN

Development of the Property shall be controlled by the terms and provisions of this Master Development Agreement (the "Agreement") and the Conceptual Development Plan, consisting of the Pattern Book and the architectural plans, as prepared by Pascual, Perez and Associates, attached hereto as **Exhibit "B"**, for the Property which generally depicts the planned layout of streets, buildings, common areas and other planned features or improvements to the Property and demonstrates the lot coverage requirements within the Doral Grande. Collectively, this Master Development Agreement and the Conceptual Development Plan for the Property may be referred to as the "Plan." In the event of a conflict between the terms and provisions of the Master Development Agreement and the graphic illustrations of the Conceptual Development Plan, the Master Development Agreement shall control. If the Master Development Agreement is silent regarding a particular subject or requirement, such silence shall not be construed as a conflict with the Conceptual Development Plan. Except as otherwise provided in this Agreement, in the event of

a conflict between the terms and provisions of the Plan and the City's ordinances, the requirements of the Plan shall control. If the Plan fails to address a particular subject or requirements, the requirements of the applicable City ordinance(s) in effect at the time of development plan approval shall control.

The parties acknowledge that compliance with the City's Land Development Code may necessitate modification of the Conceptual Development Plan. In the event modification to comply with the LDC is required, and the modifications to the Conceptual Development Plan are not in conflict with the textual provisions of this Agreement and any City ordinances not superseded by this Agreement, the modifications shall be deemed minor and may be approved without formal amendment of this Agreement. Minor modifications shall require the City Manager or Designee's written approval. If the Developer is not satisfied with the suggested resolution of any problem or the decision by the City Manager or Designee categorizing the modification as minor or major, the Developer may appeal the decision to the Development Review Committee. Appeals from the Development Review Committee may be made to the City Council.

5. USAGE OF THE PROPERTY

A. Use

The property shall be used for residential and commercial purposes and developed as a pedestrian oriented town center community. The goal of the Doral Grande is to create an urban development within the City of Doral that will provide urban living options with the benefit of amenities designed to make the Doral Grande a self-contained environment. The Doral Grande will provide a community composed of residences as well as retail and office components on tree-lined streets and centered around a lake and clubhouse.

B. Temporary Use

The Developer may locate a marketing/sales/mortgage company office in any phase or phases of the Development. At Developer's option and, subject to compliance with the terms of this paragraph, the marketing/sales/mortgage company office may be moved from one phase to another phase. The marketing/sales/mortgage company office shall be for the purpose of selling and reselling of units within the Doral Grande. Developer may at its option, and subject to the terms of

this paragraph, use one or more model units as the marketing/sales/mortgage company office and Developer may split the sales, marketing and mortgage functions into different housing units. Parking for the temporary activities allowed by this paragraph shall be either in the provided street-level parking spaces or in the garages as they become available for use.

C. Dimensional Requirements

Building dimensions and configurations within the Doral Grande are generally depicted on the Conceptual Development Plan. The building sizes and configurations may vary from those depicted generally on the Conceptual Development Plan, so long as it is not considered a substantial deviation from the development as presented.

D. Number of Units/Density

The total number of residential units in the development shall not exceed three hundred eleven (311) dwelling units or a net project density of 11.5 dwelling units per acre. Please note that the encroachment of the office building into the residential zoning designation will not exceed the maximum permitted density for the project. Also, please note that a maximum of 10% of the office space will be used as retail space.

E. Maximum Lot Coverage and Floor Area

The floor areas proposed for the Doral Grande Project are as follows:

Office	54,000 square feet
Retail	6,000 square feet
Residential	211,000 square feet (Footprint Only)

See **Exhibit "B"** for a representative sample of allowable maximum and proposed lot coverage, floor area, and remaining open space.

F. Maximum Building Height

The maximum building height for the portion in the designated Low Density Residential portion of the property shall not exceed thirty-six (36) feet of three (3) stories. The portion of the property designated Office Residential shall not exceed sixty-eight (68) feet or five (5) stories.

G. Minimum Building Setbacks (Development Site)

Front:	5-10 feet
Rear:	15 feet
Side Street:	15 feet
Interior Side:	15 feet

H. Building Separation

The buildings within the Doral Grande will be separated by a minimum of sixteen (16) feet.

I. Landscape Plans

The landscape plans for the Doral Grande will meet or exceed the City's requirements for landscaping and open space. Details are illustrated on the Conceptual Development Plan and may be modified to meet any changes in the City's landscape requirements.

J. Bicycle Racks

A total of 9 rolling aluminum racks are proposed for the project. Each rack sits on a slab with dimensions of 9 feet by 8 feet. The racks are more particularly shown on SP-3 of the conceptual drawings.

K. Parking Requirements

The Parking requirements have been met or exceeded in the proposed mixed use development and are broken down as follows:

Parking Calculation	Required	Proposed
68 - 2 bedroom units @ 1.75 spaces per unit	119	119
243 - 3 and 4 bedroom units @ 2 spaces per unit	486	486
Visitor Parking @ .25 spaces per unit	78	117
H.C. Parking @ 2% of Total	14	15
2,231 Sq. Ft. of Amenities @ 1 space per 250 Sq. Ft.	9	9
54,000 Sq. Ft. of Office @ 1 space per 300 Sq. Ft.	180	198
6,000 Sq. Ft. of Retail @ 1 space per 250 Sq. Ft.	20	25
Total	912	969

L. Street Signage

The citywide street signage program presently proposed for the City of Doral will be



adhered to in the proposed development plan. Please see page SP-3 of the conceptual drawing for more detail.

M. FPL Easement Area

The FPL easement area is depicted on page SP-3 of the conceptual drawing attached and covers the portion of the property that borders conceptual 107th Avenue.

N. Bikeway

Developer will construct a bikeway, which incorporates, as a minimum, the planting scheme and design pursuant to the Conceptual Development Plan. The bikeway plans shall be submitted and obtained the required approvals prior to construction of same. In addition, the bikeway shall be completed prior to issuance of the Certificate of Occupancy of the 156th Residential building. At a later date, the Developer shall convey the bikeway at which time there will be no further obligation by the Developer.

O. City News racks

Developer shall comply with Ordinance 2006-09 pertaining to the City standards for news racks.

6. ARCHITECTURAL STANDARDS AND REVIEW

Developer will control the appearance of structures built in the Doral Grande through creation of covenants and restrictions to be enforced by the Doral Grande Property Owners' Association (the "POA") and standards for architectural review by an Architectural Review Board comprised of the Board of Directors of the POA.

7. ADDITIONAL PARKING, GUEST PARKING AND MAILBOXES

Guest parking shall, in addition to the parking available in the open space parking areas, be provided at several areas throughout the project as illustrated by the Conceptual Development Plan. In these same areas, "gang mailboxes" will be provided to allow several, centrally located areas for mail delivery and drop-off. In addition to the guest parking, a parking easement is hereby provided to the residential units permitting residential overflow parking within the

commercial/office parking areas.

8. PHASING

Development of the Property may occur in phases or sub-phases. Each phase or sub-phase shall conform to the City standards of functionally "standing alone" in regard to provisions of access to infrastructure including, but not limited to, roads, potable water, sewer, reclaimed water and other required infrastructure. The area included in a particular phase may be modified subsequent to this Agreement or divided into sub-phases provided the phase or sub-phase is able to functionally "stand alone" as required above. Such modification to the Conceptual Development Plan shall be allowed as a minor modification not requiring City Council approval provided the Developer can provide a reasonable and justifiable basis for the modified phasing or sub-phasing plan. If the Property is developed and platted in phases or sub-phases, the Developer may grade and clear the road rights-of-way, easements, and stormwater improvements prior to platting of the lots within a future phase or sub-phase, so long as such grading and clearing is performed pursuant to a valid permit from the City and any other governmental agency having jurisdiction over the development.

The phasing of development shall not effect or change the provisions of Paragraph 16 herein regarding expiration. The concept of phasing or sub-phasing is for the purpose of allowing the Developer the flexibility to meet market conditions and the ability to conform to the requirements of this Agreement and the LDC.

9. SANITARY WASTE, STORMWATER, POTABLE WATER, AND RECLAIMED WATER

It is anticipated that the Developer will extend water, sewer and reclaimed water lines to serve the Doral Grande Property and the development authorized herein. If the City desires to extend the water, sewer and reclaimed water lines prior to the Developer's need for installation of the Developer's lines, the Developer shall grant the necessary utility easements to the City and the City shall install and pay for such lines, at the City's sole cost, consistent with the Utility Main, and all lines and other necessary infrastructure shall be sized adequately to serve both the adjoining property and the lots within the Doral Grande.

Stormwater shall be retained as generally depicted on the Conceptual Development Plan. The Developer shall comply with the LDC and the rules and regulations of the South Florida Water Management District concerning stormwater drainage.

10. ROADS, SIDEWALKS

Roads, drives, bike paths, fitness trails, and sidewalks within the Development shall be private and shall be maintained by the POA. Access to the site shall be provided at various points of entry along NW 107th Avenue and NW 74th Street, as depicted on the Conceptual Development Plan. The roads shall meet the requirements established by the City and the Miami-Dade Fire Department. The roads, sidewalks, package, fitness trail and other improvements located in the easements and drives shall be maintained by the Property Owners Association.

11. STREET LIGHTING AND SIGNAGE

The Developer may use creative and innovative design for street lighting and signage, which may vary from the standard requirements of the City's Land Development Code except for the minimum standards for coverage. The design concepts for street lighting and signage within the Doral Grande is depicted in the Conceptual Development Plan. Payment for and maintenance of the street lighting system and signage shall be the obligation of the POA.

12. IMPACT FEE CREDIT

Nothing in this Agreement shall be construed as a waiver by the Developer of its right to pursue impact fee credits for any and all work performed by the Developer for which impact fee credits can be awarded.

13. MONETARY SCHOOL CONTRIBUTION

To help meet the future public schools needs generated by the additional 311 units proposed for the Property under the Application, the Owner, its successors and assigns agree to voluntarily contribute funds to the City in an amount equal to \$250,000 (the "Contribution"), which funds shall be utilized for the City of Doral's charter schools or other similar educational purposes. The total

Contribution shall be made in one (1) payment becoming due and payable, without demand, upon approval of the Plat for the Property.

The Owner, its successor and assigns acknowledge and agree that the Contribution shall not entitle the Owner or its successors and assigns to a credit against the amount of the educational facilities impact fees that will be assessed against the future development of the Property under Chapter 33K of the Miami-Dade County Code. To the extent that less than the requested 311 additional dwelling units are approved by the City Council, the amount of the Contribution shall be reduced on a pro rata basis, in an amount equal to \$803.86 per unit. Nothing herein requires the City to construct a Charter School or shall be interpreted by any party as a commitment by the City to do so.

This donation shall be deemed to fully satisfy any and all obligations of the proposed development with respect to mitigation of school impacts at present and in the future, including, but not limited to, future school concurrency requirements that shall not be applicable to the proposed development.

14. MAINTENANCE OF COMMON OPEN SPACE AND COMMON FACILITIES

The Developer will create and incorporate the POA which will operate, maintain and control, subject to other documents of record, the common areas, and common facilities, including but not limited to, the private roads, sidewalks, street furniture, package, fitness trail and bike paths, and street lighting within the Doral Grande, all of the lakes and storm water drainage systems within the PUD, and the entrance areas to the PUD. The general scope and format of the POA documents, and the covenants and restrictions, will be similar in concept to the documents of similar property owners' associations in the City. The covenants and restrictions governing the Property and POA responsibilities shall be executed and recorded in the Public records of Miami-Dade County, Florida. The POA will have a board of directors to legislate and govern the rules and orders of the POA. The POA board will have the means and authority to carry out and regulate the

by-laws and restrictions governing the maintenance, operation and repairs of all common areas and facilities. Not only will the board of directors be able to regulate and govern the common area; the board will also regulate each and every member requiring the maintenance and service of his own individual building site. The POA rules may be enforced by fines and liens upon the individual building sites and any other remedy available at law. The POA may charge and collect dues to maintain operate and service all common facilities on the Property. The POA will have authority to place a lien against individual building sites in order to collect unpaid POA dues. The owner of each lot within the Property will automatically become a member of the POA by virtue of purchasing a building site subject to the rules, covenants, and restrictions of the POA. The POA will have the power and means to hire, supervise, and regulate persons employed by them for the maintenance, repair and operation of common areas and facilities. If the POA fails to perform the maintenance, repair or replacement, as necessary, of the stormwater drainage facility, the City shall have the right to enter upon the common area of the Doral Grande and to provide the maintenance, repair, or replacement of the stormwater drainage facility and shall have the right to lien all owners of record in the PUD for the cost of such maintenance, repair, and replacement as the City may deem necessary.

If requested by the City and as otherwise needed for plat improvements, the Developer will provide easements and grants for the installation, maintenance and upkeep of the public utilities including water, sewer, and electricity. The Developer may from time to time add additional covenants and restrictions or make changes in the Association by-laws as may be required to guarantee that the project will be developed in accordance with the policies outlined in this Agreement.

15. ENVIRONMENTAL CONSIDERATIONS

The Doral Grande shall comply with the tree preservation requirements of the LDC as Developer. The Developer shall comply with all rules, statutes, laws and regulations pertaining to protected wildlife species, including but not limited to the rules and permitting requirements of the Florida Game and Freshwater Fish Commission concerning gopher tortoises. Compliance with the City Environmental Preservation Code may necessitate modification of the Conceptual Development Plan.

16. EXPIRATION

The duration of this Agreement shall not exceed ten (10) years from the date of its execution or the effective date and full implementation of the Future Land Use Plan adopted April 4, 2006 under Ordinance 2005-16, whichever occurs last. This Agreement may be extended for an additional five (5) year term by mutual consent of the Developer and the City subject to a public hearing. Development of the Doral Grande shall commence within two (2) years from the date of execution of this Agreement or the effective date and full implementation of the Future Land Use Plan adopted April 4, 2006 under Ordinance 2005-16, whichever occurs last, and be completed within fifteen (15) years of said date. Failure to comply with the schedule set out above shall cause this Agreement to lapse unless the schedule is modified by mutual agreement of the Developer and the City. Development shall be as defined by the LDC.

17. EFFECTIVE DATE

This agreement shall become effective upon recording in the public records of Miami-Dade County, Florida.

18. AMENDMENTS

Amendments to this Agreement shall not be effective unless in writing and signed by the respective parties to this master development agreement. The owners of all property to which an amendment applies shall be authorized to execute an amendment to this Agreement on the Developer's behalf, provided, however, that if the amendment involves more than one (1) lot or parcel and the property owner's association established in accordance with this agreement is still in existence, the association must also execute such amendment for it to be effective. Before amendment of this agreement, the City shall conduct at least two (2) public hearings, as more particularly set forth below. At the City's option, at least one (1) of these public hearings may be held by the City's Planning Commission in accordance with the following:

- A. Notice of intent to consider an amendment shall be published by the City, at the Developer's cost, at least seven (7) days before each public hearing in a newspaper of general circulation and readership in Miami-Dade County, Florida.
- B. Notice of intent to consider air amendment shall also be mailed by the City, at the Developer's cost, to all affected property owners at least thirty (30) days

before the first public hearing.

C. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing.

D. The notices required above shall specify the location of the Property, the location of that portion of the Property subject to the proposed, amendment, the nature of the proposed amendment, and the following information to the extent applicable:

1. Changes in permitted, conditional, and/or prohibited uses proposed;
2. Changes in population densities proposed; and
3. Changes in building intensities and/or height proposed.

The notices shall also specify a place where a copy of the proposed amendment can be obtained.

19. CONFORMANCE WITH THE LAWS

The developer agrees:

A. To develop the property according to all PUD regulations of the City to the extent those regulations are not inconsistent with the Plan for the property.

B. To provide agreements, contracts, deed restrictions, and sureties and other documents required by the City Attorney's Office for completion of the development or approved development phases, and for the continuing operation and maintenance of such areas, functions and facilities as are not to be provided, operated or maintained at public expense, and that the Developer's successors in title will be bound by the Developer's commitments made in this Agreement.

C. To be bound by all City codes and ordinances that are not in conflict with the provisions of this Agreement.

20. ENFORCEABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity of enforceability of any other provision of this Agreement unless the holding so states.

21. PRIOR AGREEMENTS

This Agreement represents the complete understandings by and between the parties with respect to the development and continued use of the subject property. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement is hereby voided and superseded by this agreement.

A handwritten signature in black ink, consisting of stylized, cursive letters, located in the bottom right corner of the page.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals this
day of _____, 2008.

Signed, sealed and delivered in
the presence of:

[Signature]
Witness 1
Jennifer Medina

Print Name of Witness 1

[Signature]
Witness 2
Rafael H. Alpi'zar
Print Name of Witness 2

THE CITY OF DORAL, FLORIDA, A
Florida municipal corporation

By: [Signature]

Printed Name: Mark Taxis
Title: Interim City Manager
Date: 8/5/08

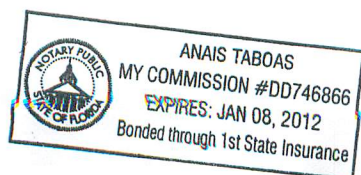
[Signature]
Approved as to form

STATE OF FLORIDA

COUNTY OF MIAMI-DADE)

) SS

Sworn to (or affirmed) and subscribed before me this 5th day of August
2008, by Mark Taxis, who is personally known to me or has produced
_____ as identification.



(SEAL)

Anais M. Taboas
Anais M. Taboas

Notary Public-State of Florida

Commission Number: DD746866.

