

ORDINANCE #2010 – 14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA ADOPTING REMEDIAL LAND USE AMENDMENTS TO THE CITY OF DORAL'S COMPREHENSIVE DEVELOPMENT MASTER PLAN; AUTHORIZING APPROPRIATE CITY OFFICIALS TO TRANSMIT THE REMEDIAL LAND USE AMENDMENTS TO THE STATE OF FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in the period immediately following the City of Doral's ("City") incorporation, the City adopted the Miami-Dade County Comprehensive Development Master Plan (the "CDMP") as its comprehensive plan;

WHEREAS, on April 26, 2006, the City adopted Ordinance No. 2005-16, wherein the City amended the CDMP by approving the City of Doral Comprehensive Plan (the "Proposed Plan");

WHEREAS, on July 11, 2006, a formal administrative proceeding was initiated by the Department of Community Affairs ("Department") with the Division of Administrative Hearings ("DOAH Case") by publishing a Notice of Intent ("NOI") to find the Proposed Plan not "in compliance" with certain provisions of the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes ("Act");

WHEREAS, on July 18, 2006, CNL Resort Hotels, LLP ("CNL") filed a Petition to Intervene in the DOAH Case in which CNL also challenged the consistency of the Proposed Plan with the Act;

WHEREAS, on February 9, 2007, a stipulated settlement agreement was executed between the Department and the City as to the "non-compliance" issues that had been raised by the Department, and the City subsequently adopted certain land use amendments pursuant to that agreement with the Department;

WHEREAS, the Department then issued a cumulative NOI finding the Proposed Plan and remedial amendments "in compliance" with the Act and the Department thereafter became aligned with the City as a respondent in the DOAH Case;

WHEREAS, the City, CNL, and the Department have had extensive settlement discussions and have executed a Stipulated Settlement Agreement to resolve all the compliance issues that were raised by CNL in the DOAH Case;

WHEREAS, the Stipulated Settlement Agreement describes certain remedial land use amendments to the Proposed Plan, a description of which is attached as Exhibit "A," that would result in a compromise and settlement of all of CNL's claims and disputes in the DOAH Case; and

WHEREAS, the City Council of the City of Doral finds that it is in the best interests of its citizens to adopt, pursuant to the Stipulated Settlement Agreement, the remedial land use amendments described therein.

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

SECTION 1. RECITALS. 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. REMEDIAL LAND USE AMENDMENTS. The remedial land use amendments to the City's Proposed Plan, as outlined in Exhibit "A," attached hereto and incorporated herein, are hereby adopted.

SECTION 3. TRANSMITTAL. The City Clerk, or designee, is hereby authorized to transmit this ordinance to the Department.

SECTION 4. SEVERABILITY. If any section or portion of a section of this ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this ordinance.

SECTION 5. CONFLICTS. All ordinances, resolutions, or parts of ordinances or resolutions, which conflict with any of the provisions of this ordinance, are hereby repealed.

SECTION 6. EFFECTIVE DATE. This ordinance shall take effect immediately upon adoption by the City Council.

The foregoing Ordinance was offered by Councilman Cabrera 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

EXHIBIT “A”

**STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS**

CNL RESORT HOTEL, L.P.

Petitioner,

vs.

CITY OF DORAL and
STATE OF FLORIDA DEPARTMENT
OF COMMUNITY AFFAIRS,

Respondents,

Case No. 06-2417 GM

and

SHOMA HOMES VILLAGE AT DORAL,
INC., VILLAGE AT DORAL
COMMERCIAL, LLC, et al,

Intervenors.

_____ /

STIPULATED SETTLEMENT AGREEMENT

THIS STIPULATED SETTLEMENT AGREEMENT (the “Agreement”) is entered into by and between the Petitioner, CNL RESORT HOTEL, L.P. (“CNL”), and Respondents, STATE OF FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS (the “DCA” or the “Department”) and CITY OF DORAL (the “City”) (collectively referred to herein as the “Parties”), as a complete and final settlement of all claims raised in the above-styled proceeding.

RECITALS

WHEREAS, the DCA is the state land planning agency and has the authority to administer and enforce the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes (the “Act”);

WHEREAS, the City is a local government subject to the provisions of the Act and with the duty to adopt a comprehensive plan that is “in compliance” with the Act;

WHEREAS, CNL owns property in the City which encompasses in excess of 600 acres, generally located north of NW 36th Street (a/k/a Doral Boulevard) on both the east and west sides of NW 87th Avenue (the “Property”), a legal description of which is attached as **Exhibit “A”**;

WHEREAS, in the interim period subsequent to the City’s incorporation on July 24, 2003, the City adopted the Miami-Dade County Comprehensive Development Master Plan (the “Miami-Dade CDMP”) as its comprehensive plan (the “Interim Doral Comprehensive Plan”);

WHEREAS, on April 26, 2006, the City adopted Ordinance No. 2005-16, wherein the City amended the Interim Doral Comprehensive Plan by passing and adopting the City of Doral Comprehensive Plan (the “Proposed Plan”);

WHEREAS, on June 29, 2006, the Department issued a Notice of Intent (“NOI”) pursuant to Florida Statutes Section 163.3184(8), to find the Proposed Plan “not in compliance” with the Act;

WHEREAS, pursuant to Florida Statutes Section 163.3184(10), a formal administrative proceeding challenging the Proposed Plan was initiated by the Department on July 11, 2006 (the “Pending Action”);

WHEREAS, on July 18, 2006, CNL filed a Petition to Intervene in the Pending Action challenging the consistency of the Proposed Plan with the Act, which was granted by the Administrative Law Judge (“ALJ”);

WHEREAS, multiple other parties sought intervention status in the Pending Action, which were also granted by the ALJ;

WHEREAS, on February 9, 2007, a Stipulated Settlement Agreement was executed between the Department and the City, which included certain remedial amendments to the Proposed Plan;

WHEREAS, the City adopted the remedial amendments set forth in the Stipulated Settlement Agreement, and on March 7, 2007, the Department issued its cumulative NOI to find both the Proposed Plan and the remedial amendments “in compliance,” and requested re-alignment of the parties in the Pending Action;

WHEREAS, the ALJ re-aligned the parties in the Pending Action and CNL filed an Amended Petition (the “Amended Petition”) on March 27, 2007 reasserting its allegations that the City had not considered CNL’s private property rights when adopting the Proposed Plan and that the Proposed Plan does not discourage the proliferation of urban sprawl;

WHEREAS, the City and the Department dispute the allegations of the Amended Petition regarding the Proposed Plan;

WHEREAS, the Parties wish to avoid the expense, delay, and uncertainty of lengthy litigation and to resolve this proceeding under the terms set forth herein, and agree it is in their respective mutual best interests to agree to enter this Agreement to resolve the issues raised in the Amended Petition;

WHEREAS, the City has agreed to approve this Agreement and certain amendments as defined herein at a public hearing before the City Council; and

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinbelow set forth, and in consideration of the benefits to accrue to each of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby represent and agree as follows:

GENERAL PROVISIONS

1. Definitions. As used in this Agreement, the following words and phrases shall have the following meanings:

a. Act: The Local Government Comprehensive Planning and Land Development Regulation Act, as codified in Part II, Chapter 163, Florida Statutes.

b. Agreement: This Stipulated Settlement Agreement.

c. Proposed Plan: Comprehensive Plan adopted by the City on April 26, 2006, pursuant to Ordinance No. 2005-16, which amended the Interim Doral Comprehensive Plan.

d. Interim Doral Comprehensive Plan: The Miami-Dade CDMP as it existed on the City's date of incorporation and which the City subsequently amended from time to time subsequent to incorporation.

e. DOAH: The Florida Division of Administrative Hearings.

f. In compliance or into compliance: The meaning set forth in Florida Statutes Section 163.3184(1)(b).

g. NOI: A notice of intent issued by the Department pursuant to the terms of the Act finding a particular amendment to a comprehensive plan as either in compliance or not in compliance with said Act.

h. Amended Petition: The amended petition for administrative hearing and relief filed by CNL in this case.

i. Plan Amendments: Amendments to the Future Land Use Element and the FLUM, the need for which are identified in this Agreement, and which the City intends to adopt to implement this Agreement. Plan Amendments adopted pursuant to this Agreement must, in the opinion of the Department, be consistent with and substantially similar in concept and content to the ones identified herein or be otherwise acceptable to the Department.

2. Department Powers. The Department is the state land planning agency and has the power and duty to administer and enforce the Act, to enter agreements as provided in Florida Statutes Section 163.3184(16), and to determine whether the Plan Amendments are in compliance.

3. Negotiation of Agreement. The Department has issued a cumulative NOI to find the Proposed Plan in compliance, notwithstanding CNL's allegations in the Amended Petition challenging the consistency of the Proposed Plan. Subsequent to the filing of the Amended

Petition, the Parties conferred and agreed to resolve the issues in the Amended Petition through this Agreement. It is the intent of this Agreement to resolve fully all issues between the Parties in the Pending Action.

4. Effective Proposed Plan. Upon approval of this Agreement and the Plan Amendments at a public hearing before the City Council as provided for herein, the City may adopt an ordinance at that same public hearing in accordance with the Laws of Florida amending Ordinance 2005-16 and providing that the City's Proposed Plan shall be immediately effective with the exception of those provisions constituting the Plan Amendments. Notwithstanding the effective date of the Proposed Plan, the Plan Amendments together with the Proposed Plan shall constitute a complete amendment to the Interim Doral Comprehensive Plan for the purpose of this Agreement and any proceeding in this matter.

5. Description of Plan Amendments. **Exhibit "B"** to this Agreement specifically identifies the Plan Amendments needed for resolution of the issues in this matter, and is incorporated herein by reference. The data and analysis relevant to the Plan Amendments is attached as **Exhibit "C"**. The Plan Amendments include the following: (a) amend the FLUM for the portion of the Property identified as the "White Parcel" to Downtown Mixed Use ("DMU"); (b) amend the FLUM for the portion of the Property identified as the "Resort Parcel" to Community Mixed Use ("CMU"); (c) amend the FLUM for the portion of the Property identified as the "Range View Parcel" to Private Parks and Open Space ("PPOS"); (d) amend the text of the DMU land use category on page I-4 of the Proposed Plan to address vertical and horizontal mixed-use development; (e) amend the FLUM for the portion of the Property identified as the "White Parcel" and the "Resort Parcel" to depict such areas as part of the Urban Central Business District; and (f) amend the text of the "Urban Central Business District

(“UCBD”)” in Policy 1.1.1 on page I-10 of the Proposed Plan to encompass the “White Parcel” and the “Resort Parcel.”

6. Conceptual Site Design. The Future Land Use Element of the Proposed Plan states that a conceptual site design and community connectivity plan must accompany all DMU project land use applications. In accordance with that provision, an “Illustrative Master Plan” of the “White Parcel” to be designated DMU under this Agreement is attached as **Exhibit “D”** and incorporated herein by reference. With the approval of the Plan Amendments, the City hereby accepts the “Illustrative Master Plan” as a general intent and massing analysis for the “White Parcel.” Further, the City agrees that the proposed uses, densities, building height and intensities are consistent with the DMU land use category under the Proposed Plan.

7. Approval of Agreement and Adoption of Plan Amendments. The City agrees to approve this Agreement and consider for adoption the Plan Amendments described in **Exhibit “B,”** at a single duly noticed public hearing before the City Council, on or before June 30, 2010. Within 10 days after the approval of the Agreement and adoption of the Plan Amendments, the Parties shall execute and file this Agreement and transmit the Plan Amendments to the Department and the Department shall review the amendments and issue a cumulative notice of intent in accordance with Florida Statutes Section 163.3184(16)(d) and (e).

8. Stay of Pending Action. This Agreement shall be filed with DOAH by the Department after execution by the Parties. Upon the filing of this Agreement, the administrative proceeding in this matter shall be stayed by the ALJ in accordance with Section 163.3184(16)(b), Florida Statutes.

9. Acknowledgment. The Parties acknowledge that the “based upon” provisions in Section 163.3184(8), Florida Statutes, do not apply to the Plan Amendments.

10. Department Review of Plan Amendments and Notice of Intent. Within 30 days after receipt of the adopted Plan Amendments, the Department shall issue an NOI pursuant to Florida Statutes Section 163.3184(8)(b).

a. In Compliance: If (a) the Department issues an NOI to find the Plan Amendments “in compliance,” and (b) the twenty-one (21) day appeal period expires with no appeal being filed, then the Department shall file this NOI with DOAH and the Parties shall file with the ALJ a request to relinquish jurisdiction to the Department, as described in paragraph 12 of this Agreement.

b. Not in Compliance: If the Department issues an NOI to find the Plan Amendments not “in compliance,” then CNL reserves the right to proceed to a final hearing before the ALJ. Such final hearing shall be limited to only those issues that CNL has raised in the Amended Petition.

11. Effect of Amendment. Adoption of the Plan Amendments shall not be counted toward the frequency restrictions imposed upon plan amendments pursuant to Florida Statutes Section 163.3187(1).

12. Dismissal. If (a) the Department issues an NOI to find the Plan Amendments “in compliance,” and (b) the twenty-one (21) day appeal period expires with no appeal being filed, then the Parties shall file with the ALJ a request to relinquish jurisdiction to the Department. The Department shall then enter a final order finding that the Proposed Plan is “in compliance” with the Act and in accordance with Florida Statutes Section 163.3184(9). The Department shall also enter a final order of dismissal of the Pending Action.

13. Purpose of this Agreement; Not Establishing Precedent. The Parties enter into this Agreement in a spirit of cooperation for the purpose of avoiding costly, lengthy and

unnecessary litigation and in recognition of the desire for the speedy and reasonable resolution of disputes arising out of or related to the Proposed Plan. The acceptance of proposals for purposes of this Agreement is part of a negotiated agreement affecting many factual and legal issues and is not an endorsement of, and does not establish precedent for, the use of these proposals in any other circumstances or by any other local government.

14. Approval by Governing Body. This Agreement has been approved by the City Council at a public hearing advertised at least 10 days prior to the hearing in a newspaper of general circulation in the manner prescribed for advertisements in Section 163.3184(15)(c), Florida Statutes. This Agreement has been executed by the appropriate officer as provided in the City's charter or other regulations.

15. Changes in Law. Nothing in this Agreement shall be construed to relieve the Parties from adhering to the law, and in the event of a change in any statute or administrative regulation inconsistent with this Agreement, the statute or regulation shall take precedence and shall be deemed incorporated in this Agreement by reference.

16. Other Persons Unaffected. Nothing in this Agreement shall be deemed to affect the rights of any person not a party to this Agreement. This Agreement is not intended to benefit any third party.

17. Attorney Fees and Costs. Each party shall bear its own costs, including attorney fees, incurred in connection with the Pending Action and this Agreement.

18. Effective Date. This Agreement shall become effective immediately upon execution by CNL, the Department and the City. Intervenors also may execute and join in this Agreement.

19. Retention of Right to Final Hearing. The Parties hereby retain the right to have a final hearing in the Pending Action if one of the following events has occurred: (a) the City Council fails to adopt the Plan Amendments as required by this Agreement; (b) the Department issues a NOI to find the Plan Amendments not “in compliance”; or (c) either Party’s breach of this Agreement. Nothing in this Agreement shall be deemed a waiver of such right. The final hearing shall be limited to only those issues that CNL has raised in the Amended Petition and nothing in this Agreement shall be deemed as permitting the consideration of any other issues. Any of the Parties to this Agreement may also have this matter set for hearing if it becomes apparent, in the sole discretion of such party, that any other party whose action is required by this Agreement is not proceeding in good faith to take that action. If a party sets this Pending Action for a final hearing, then this Agreement shall be rendered null and void and the Parties shall be relieved of any further obligation to perform pursuant to the terms herein.

20. Construction of Agreement. All Parties to this Agreement are deemed to have participated in its drafting. In the event of any ambiguity in the terms of this Agreement, the Parties agree that such ambiguity shall be construed without regard to which of the Parties drafted the provision in question.

21. Entire Agreement. This is the entire agreement between the Parties as to all claims raised in the above-styled proceeding and no verbal or written assurance or promise is effective or binding unless included in this document.

22. Governmental Discretion Unaffected. This Agreement is not intended to bind the City in the exercise of governmental discretion which is exercisable in accordance with law only upon the giving of appropriate public notice and required public hearings.

23. Multiple Originals. This Agreement may be executed in any number of originals, all of which evidence one agreement, and only one of which need be produced for any purpose.

24. Captions. The captions inserted in this Agreement are for the purpose of convenience only and shall not be utilized to construe or interpret any provision of this Agreement.

In witness whereof, the Parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

DEPARTMENT OF COMMUNITY AFFAIRS

By: _____
Charles Gauthier, AICP, Director
Division of Community Planning

Approved as to form and legality:

Date: _____, 2010.

Richard E. Shine
Assistant General Counsel

CNL RESORT HOTEL, L.P.

By: CNL Resort SPE GP, LLC, its sole General Partner

By: _____

Date: _____, 2010.

THE CITY OF DORAL

By:

Juan Carlos Bermudez
Mayor

Approved as to form and legality:

Jimmy Morales
City of Doral Attorney

Date: _____, 2010.

Exhibit "A"

PARCEL I:

Tract 1, LESS the North 40 feet thereof, and Tracts 2, 3, 4, 5, 6, Tract 7 LESS the East 40 feet thereof, and Tracts 8, 9, 10, 11, 12, 13, 14, 15 and Tract 16 LESS the North 269.93 feet of the West 806.48 feet and LESS the North 45 feet of the East of the West 806.48 feet thereof, and Tracts 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 33, 35, 36, 37, 38, 39, 40, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63 and 64 of FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1, in Section 21, Township 53 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 2, Page 17 of the Public Records of Miami-Dade County, Florida and all of DORAL ESTATES, according to the Plat thereof, as recorded in Plat Book 113, Page 79, of the Public Records of Miami-Dade County, Florida.

LESS a portion of Tracts 22, 23, 24, 33, 34, and 35 being more particularly described as follows:

A portion of Tracts 22, 23, 24, 33, 34 and 35, FLORIDA FRUIT LAND COMPANY'S SUBDIVISION of Section 21, Township 53 South, Range 40 East, according to the Plat thereof as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida; (said Tract 34 being also Tract C of DORAL ESTATES, according to the Plat thereof, as recorded in Plat Book 113, Page 79, of the Public Records of Miami-Dade County, Florida), said parcel being more particularly described as follows:

Beginning at the northwest corner of said Tract 33; thence North 00° 00' 38" East along the West line of said Tracts 24 and 23 for 512.24 feet; thence North 25° 00' 38" East, for 295.00 feet; thence South 88° 41' 47" East along a line parallel with the South line of said Tract 23, for 140.00 feet; thence South 20° 48' 13" West for 195 feet; thence South 09° 41' 47" East for 222.33 feet; thence South 88° 41' 47" East along a line parallel with the South line of said Tract 23 for 478.81 feet; thence South 00° 05' 12" West for 610.35 feet; thence North 88° 41' 21" West along a line parallel with the South line of said Tract 33 for 450.12 feet; thence South 0° 05' 01" East for 165.12 feet; thence South 44° 23' 10" East for 85.88 feet; thence South 88° 41' 06" East for 340.10 feet; thence South 00° 05' 01" East along the East line of the West Half of said Tracts 34 and 35 for 245.00 feet; thence North 88° 41' 06" West along a line parallel with and 40 feet South of as measured at right angles to the North line of said Tract 35 for 579.56 feet to a point (said Point bears North 73° 14' 21" West from the radius point of the next described curve); thence Northeasterly along a circular curve to the right having a radius of 56 feet and a central angle of 48° 03' 16" for an arc distance of 46.96 feet to a point of reverse curvature; thence Northeasterly, Northerly, Northwesterly, Westerly and Southwesterly along a circular curve to the left having a radius of 76.00 feet and a central angle of 195° 46' 28" for an arc distance of 259.68 feet to a point of reverse curvature; thence Southwesterly along a circular curve to the right having a radius of 82.52 feet and a central angle of 22° 43' 52" for an arc distance of 32.74 feet to a point (said point bears South 18° 13' 41" East from the radius point of the last described curve); thence North 00° 08' 22" West along the West line of said Tracts 33 and 34 for 557.37 feet to the Point of Beginning, lying and being in Miami-Dade County, Florida.

And also LESS a portion of Tract 56 and 57 which has been re-platted and is now known as DORAL ESTATES SPA, according to the Plat thereof, as recorded in Plat Book 127, Page 54, of the Public Records of Miami-Dade County, Florida.

PARCEL II:

The Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter and the Southwest Quarter of the Southwest Quarter of Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida; LESS

- a) East Half of the Southwest Quarter of the Southeast Quarter LESS the South 75 feet thereof, and
- b) East 35 feet of the South 75 feet of the East Half of the Southwest Quarter of the Southeast Quarter in Section 22, Township 53 South, Range 40 East.

Subject to the dedication of the South 80 feet of the Southwest Quarter of the Southwest Quarter of Section 22, Township 53 South, Range 40 East.

LESS AND EXCEPT that part conveyed to Marriott Ownership Resort, Inc., a Delaware corporation by that certain Special Warranty Deed recorded in Official Records Book 18686, Page 3786, described as follows:

A parcel of land lying in the Southwest Quarter of Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Section 22; thence run North along the West line of the Southwest Quarter of said Section 22 and along the centerline of NW 87th Avenue as shown on the Plat of DORAL right-of-way, Plat Book 104, Page 93 for a distance of 103.05 feet to a point; thence run East 40.00 feet to a point on the East right-of-way line of said NW 87th Avenue and the Point of Beginning of the following described parcel of land; thence run North along said Easterly right-of-way line of NW 87th Avenue for a distance of 206.95 feet to the point of curvature of circular curve to the right having a radius of 1869.86 feet; thence run Northeasterly along said East right-of-way line of NW 87th Avenue and along the arc of said curve for a distance of 183.57 feet, through a central angle of 05° 37' 30" to the point of tangency; thence run North 05° 37' 30" East along said East right-of-way line of NW 87th Avenue for a distance of 300.00 feet to the point of curvature of a circular curve to the left having a radius of 1949.86 feet; thence run Northerly along said East right-of-way line of NW 87th Avenue and along the arc of said curve for a distance of 326.91 feet through a central angle of 09° 36' 22" to a point; thence run North 87° 45' 52" East for a distance of 134.24 feet to a point; thence run South 53° 14' 24" East for a distance of 200.00 feet to a point; thence run South 01° 45' 36" West for a distance of 665.00 feet to a point; thence run South 88° 14' 24" East for a distance of 630.00 feet to a point; thence run North 01° 45' 36" East for a distance of 239.29 feet to a point; thence run North 78° 45' 36" East for a distance of 75.00 feet to a point; thence run South 11° 14' 24" East for a distance of 540.00 feet to a point on the North right-of-way line of NW 41st Street; thence run North 88° 14' 24" West along the North right-of-way line of NW 41st Street and along the line parallel to and 80.00 feet North of the South line of the Southwest Quarter of said Section 22, for a distance of 1109.20 feet to the point of curvature of a circular curve to the right having a radius of 25.00 feet; thence run Northwesterly along the East right-of-way line of the aforementioned NW 87th Avenue and along the arc of said curve for a distance of 38.50 feet through a central angle of 88° 14' 24" to the point of tangency and the Point of Beginning.

PARCEL III:

The South Half of the Northwest Quarter of the Southwest Quarter and the South Half of the Northeast Quarter of the Southwest Quarter and the South Half of the Northwest Quarter of the Southeast Quarter, all in Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida.

LESS, the Southeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 22, Township 53 South, Range 40 East.

PARCEL IV:

A portion of the Northeast Quarter of Section 28, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of said Section 28; thence North 88° 53' 45" West along the North line of the Northeast Quarter of said Section 28 for 105.55 feet to the Point of Beginning of the parcel of land hereinafter described; thence continue North 88° 53' 45" West along the last described course, for 2535.02 feet to the Northwest corner of the Northeast Quarter of said Section 28; thence South 00° 10' 28" East along the west line of the Northeast Quarter of said Section 28 for 127.10 feet; thence South 79° 27' 59" East along the North right-of-way line of N.W. 36th Street, as recorded in Official Records Book 7646, Page 122 of the Public Records of Miami-Dade County, Florida, for 1885.85 feet to a point of curvature; thence Northeasterly along a circular curve to the left having a radius of 400 feet and a central angle of 54° 30' 12" for an arc distance of 380.51 feet to a point of tangency; thence North 46° 01' 49" East, along a line parallel with and 50.00 feet Northwesterly of, as measured at

right angles to the North right-of-way line of DRESSEL DAIRY CANAL, as recorded in Official Records Book 5176, Page 40 of the Public Records of Miami-Dade County, Florida, for 457.49 feet to the Point of Beginning.

LESS a portion thereof which has been re-platted and is now known as DORAL FITNESS SPA, according to the Plat thereof, as recorded in Plat Book 127, Page 54, of the Public Records of Miami-Dade County, Florida.

PARCEL V:

A portion of the Northeast Quarter of Section 20, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of said Section 20; thence South 00° 00' 33" East, along the East line of the Northeast Quarter of said Section 20, for 469.99 feet to the Point of Beginning of the following described parcel of land; thence South 89° 51' 15" West for 113.54 feet; thence South 36° 18' 02" West for 253.03 feet; thence South 29° 17' 02" West for 445.92 feet; thence West for 183.30 feet; thence South 76° 21' 09" West for 181.98 feet; thence North 86° 25' 08" West for 179.12 feet; thence South 75° 37' 46" West for 249.93 feet; thence South 68° 48' 51" West for 726.12 feet; thence North 56° 00' 00" West for 211.35 feet; thence South 67° 09' 31" West for 274.18 feet to a point on the next described curve (said point bears South 61° 34' 43" West from its radius point); thence Northwesterly along a circular curve to the right having a radius of 1866.86 feet and a central angle of 09° 03' 50" for an arc distance of 295.33 feet; thence North 70° 38' 33" East, radial to the last described curve for 307.00 feet; thence North for 410.00 feet; thence North 42° 58' 52" East for 142.81 feet; thence North 07° 00' 00" West for 360.00 feet; thence South 78° 30' 00" East for 260.00 feet; thence South 86° 58' 34" East for 1296.21 feet; thence North 76° 30' 00" East for 125.00 feet; thence East for 175.00 feet; thence South 69° 00' 00" East for 260.30 feet; thence North 89° 51' 15" East for 55 feet to the East line of the Northeast Quarter of said section 20; thence South 00° 00' 33" East along the East line of the Northeast Quarter of said Section 20, for 121.53 feet to the Point of Beginning

PARCEL VI:

The West Half of Tract 18, Tracts 30, 31, 47, and 48 in Section 21, Township 53 South, Range 40 East, according to the Plat of FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO.1, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida.

PARCEL VII:

Tract "A", DORAL PLAZA, according to the Plat thereof, as recorded in Plat Book 123, Page 19, of the Public Records of Miami-Dade County, Florida.

PARCEL VIII:

A portion of the Northwest Quarter of Section 28, Township 53 South, Range 40 East being more particularly described as follows:

Beginning at the Northeast corner of the Northwest Quarter of said Section 28 and run South 00° 10' 28" East, along the East line of said Northwest Quarter for 127.10 feet; thence run North 79° 27' 59" West along the Northerly right-of-way line of N.W. 36th Street, as recorded in Official Records Book 7646, Page 122 of the Public Records of Miami-Dade County, Florida for 778.31 feet; thence run South 88° 51' 45" East along the North line of the Northwest Quarter of said Section 28 for 764.96 feet to the Point of Beginning, lying and being in Miami-Dade County, Florida.

PARCEL IX:

Tract "A" of DORAL RIGHT OF WAY, according to the Plat thereof, as recorded in Plat Book 104, Page 93, of the Public Records of Miami-Dade County, Florida.

PARCEL X:

DORAL FITNESS SPA, according to the Plat thereof, as recorded in Plat Book 127, Page 54, of the Public Records of Miami-Dade County, Florida.

PARCEL XI:

A Tract of land lying in Section 21, Township 53 South, Range 40 East, Miami-Dade County, Florida, and being a part of Tract "B" of DORAL ESTATES, as shown on the Plat thereof, as recorded in Plat Book 113, Page 79, and being more particularly described as follows:

Beginning at the most Southeasterly corner of said Tract B, DORAL ESTATES; thence North 88° 41' 06" West, along the South line of said Tract B, a distance of 252.97 feet; thence North 11° 26' 27" West a distance of 278.00 feet to a point on the Northerly line of said Tract B, said point also being on the Southerly line of Lot 4, Block 1, DORAL ESTATES; thence along said line South 85° 21' 52" East, a distance of 26.02 feet; thence South 11° 26' 27" East, along the Westerly line of Lot 3, Block 1, DORAL ESTATES, and Lots 2-A and 1-A, Block 1, of THE AMENDED PLAT OF A PORTION OF DORAL ESTATES, as shown on the Plat thereof, as recorded in Plat Book 125, Page 20, a distance of 214.93 feet to the Southwest corner of said Lot 1-A; thence South 88° 41' 06" East, along the Southerly line of said Lot 1-A and Tract F, a distance of 239.40 feet to a point on the East line of said Tract B, said point also being the Southeast corner of Tract F of said AMENDED PLAT; thence South 00° 08' 22" East along said Easterly line of Tract B a distance of 60.02 feet to the Point of Beginning.

PARCEL XII:

A tract of land lying in the Northeast Quarter of Section 28, Township 53 South, Range 40 East, Miami-Dade County, Florida, and being more particularly described as follows:

Commencing at the Northeast corner of said Section 28; thence North 88° 53' 45" West along the North line of said Section 28 a distance of 34.93 feet to the point of intersection of the Westerly line of the Canal Right-of-Way established by the document recorded in Official Records Book 5176, Page 40, Miami-Dade County, Florida and the North line of said Section 28, said point also being the Point of Beginning of herein described parcel; thence South 46° 01' 49" West, along said Westerly line of the Canal Right-of-Way, a distance of 677.73 feet to the point of intersection of said Westerly line and the Northerly Right-of-way line for N.W. 36th Street Extension (aka Doral Boulevard) as established by the document recorded in Official Records Book 7646, Page 122, Miami-Dade County, Florida; thence with said Northerly Right-of-way line, North 79° 27' 59" West, a distance of 267.45 feet; thence Easterly and Northeasterly on a curve to the left having a radius of 400.00 feet, a central angle of 54° 30' 12", and an arc distance of 380.51 feet to a point of tangency; thence North 46° 01' 49" East, parallel with and 50 feet Northwesterly, as measured at right angles, the aforementioned Westerly line of the Canal Right-of-Way, a distance of 457.49 feet to a point on the North line of said Section 28; thence South 88° 53' 45" East, along said North line a distance of 70.62 feet to the Point of Beginning.

PARCEL XIII:

A tract of land lying within Section 21, Township 53 South, Range 40 East, and being a part of Tract C of DORAL ESTATES, as shown on the Plat thereof, as recorded in Plat Book 113, Page 79, Miami-Dade County, Florida, and being more particularly described as follows:

Beginning at the most Easterly Northeast corner of Lot 4, Block 2, DORAL COLONY PHASE 1, as shown on the Plat thereof, as recorded in Plat Book 120, Page 34, Miami-Dade County, Florida; thence North 73° 24' 13" West, along a Northerly line of said Plat, a distance of 151.71 feet to the most Northerly Northeast corner of Lot 1, Block 3 of said Plat; thence south 88° 41' 06" East a distance of 145.37 feet; thence South 00° 05' 01" East a distance of 40.00 feet to the Point of Beginning.

AND

A Tract of land lying within Section 21, Township 53 South, Range 40 East, and being a part of Tract 35, FLORIDA FRUIT LAND COMPANY'S SUBDIVISION, as shown on the Plat thereof, as recorded in Plat Book 2, Page 17, Miami-Dade County, Florida, and being more particularly described as follows:

Beginning at the most Easterly Southeast corner of Lot 1, Block 2, DORAL COLONY PHASE 1, as shown on the Plat thereof, as recorded in Plat Book 120, Page 34, Miami-Dade County, Florida; thence South 00° 05' 01" East a distance of 33.00 feet; thence North 88° 41' 06" West, a distance of 173.55 feet to a point on the Southerly line of Lot 9, Block 1, of said Plat; thence with a Southerly line of said Plat, North 80° 30' 11" East a distance of 175.87 feet to the Point of Beginning.

All of the foregoing parcels are LESS AND EXCEPT the following described lands:

A) A portion of Tracts 21, 22, 25, 26, 27, 28, 29, 30, 47 and 48, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION of Section 21, Township 53 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of said Section 21; thence South 00° 00' 33" East along the West line of said Section 21 for 660.33 feet to the Northwest corner of said Tract 30; thence South 36° 00' 00" East for 493.05 feet to the Point of Beginning; thence North 46° 07' 24" East for 100.82 feet; thence North 89° 28' 10" East for 70.00 feet; thence North 51° 57' 48" East for 138.66 feet; thence South 69° 32' 12" East for 235.64 feet; thence North 89° 28' 10" East for 90 feet; thence South 58° 33' 35" East for 363.37 feet; thence South 38° 39' 35" East for 160.08 feet; thence South 11° 51' 35" East for 204.36 feet; thence South 22° 32' 18" East for 216.54 feet; thence South 42° 34' 50" West for 251.25 feet; thence South 26° 33' 54" West for 480.75 feet; thence South 15° 02' 47" East for 481.51 feet; thence South 35° 32' 16" East for 86.02 feet; thence South 11° 26' 27" East for 429.38 feet; thence South 88° 41' 06" East, along a line parallel with and 60.00 feet North of as measured at right angles to the South line of said Tract 47 for 59.97 feet; thence South 00° 08' 22" East along the East line of said Tract 47 for 60.02 feet to the Southeast corner of said Tract 47; thence North 88° 41' 06" West along the south line of said Tract 47 for 252.97 feet; thence North 11° 26' 27" West for 278.00 feet; thence North 85° 21' 52" West for 172.79 feet; thence South 75° 44' 08" West for 34.38 feet; thence North 68° 11' 55" West for 161.55 feet; thence due North for 215.00 feet; thence North 45° 00' 0" East for 134.35 feet; thence North 26° 55' 40" West for 706.61 feet; thence North 34° 26' 17" East for 247.73 feet; thence North 00° 00' 33" West for 605.68 feet; thence North 45° 00' 00" West for 106.07 feet; thence North 02° 29' 22" West for 115.11 feet; thence North 46° 07' 24" East for 79.53 feet to the Point of Beginning.

B) That portion of Tract 1 of FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1 in Section 21, Township 53 South, Range 40 East, Miami-Dade County, Florida, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, that lies within the external area formed by a 25.00 foot radius arc concave to the Southwest tangent to the South line of the North 40.00 feet of the Northeast Quarter of said Section 21 and tangent to the West line of East 40 feet of the Northeast Quarter of said Section 21.

C) That portion of Tract 56 of said FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1 in Section 21 being more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter of said Section 21; thence run North 01° 40' 13" West along the East line of the Southeast Quarter of said Section 21 for a distance of 188.52 feet; thence run South 88° 19' 47" West at right angles to the last described course and radial to the next described circular curve concave to the Northwest for a distance of 40.00 feet to a point on the West line of the East 40.00 feet of the Southeast Quarter of said Section 21 and to the point of curvature of said circular curve concave to the Northwest said point of curvature being the Point of Beginning of the herein described parcel; thence run Southeasterly to the Northwesterly along the arc of said circular curve concave to the Northwest having a radius of 25.00 feet, through a central angel of 144° 57' 58" for an arc distance of 63.25 feet; thence run South 53° 17' 45" West, radially to the last described curve for a distance of 60.00 feet; thence run South 36° 42' 15" East, at right angles of the last described course for a distance of 107.58 feet to a point on the North line of the South 50.00 feet of the Southeast Quarter of said Section 21; thence run North 89° 36' 40" East along the North line of the South 50.00 feet of the Southeast Quarter of said Section 21 for a distance of 7.29 feet to the point of curvature of a circular curve to the left; thence run Northeasterly to

Northwesterly along the arc of said circular curve to the left, having a radius of 25.00 feet; through a central angle of 91° 16' 43" for an arc distance of 39.83 feet to appoint of tangency with the West line of the East 40.00 feet of the Southeast Quarter of said Section 21; thence run North 01° 40' 13" West along the West line of the East 40.00 feet of the Southeast Quarter of said Section 21 for a distance of 112.05 feet to the Point of Beginning.

D) A portion of Tract 47, FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1 of Section 21, Township 53 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book ___, Page 17, of the Public Records of Miami-Dade County, Florida., being more particularly described as follows:

Commencing at the Northeast corner of said Tract 47; thence South 00° 08' 22" East, along the East line of said Tract 47 for 160.91 feet to the Northwest corner of DORAL COLONY PHASE 1, according to the Plat thereof, as recorded in Plat Book 120, Page 34 of the Public Records of Miami-Dade County, Florida, and the Point of Beginning of the following described parcel of land; thence South 89° 51' 38" West for 33.26 feet to the point of curvature of a circular curve to the right; thence Westerly and Northwesterly, along the arc of said curve having a radius of 65.00 feet and a central angle of 56° 04' 45" for 63.62 feet to a non-tangent point; thence South 11° 26' 27" East, along the Easterly boundary line of the N.W. 94th Doral Place as shown on the Plat of DORAL ESTATES, recorded in Plat Book 113, Page 79 of the Public Records of Miami-Dade County, Florida for 84.43 feet to a point on a circular curve bearing South 43° 47' 14" West from the radius point; thence Southeasterly along the arc of a circular curve to the left, having a radius of 56.00 feet and a central angle 30° 27' 14" for 29.76 feet to a point of compound curvature; thence Southeasterly, Easterly and Northeasterly, along the arc of a circular curve to the left having a radius of 82.52 feet and a central angle of 31° 33' 41" for 45.46 feet (the last three described courses being coincident in part with the boundary of said plat of DORAL ESTATES); thence North 00° 08' 22" West, along the East line of said Tract 47, (being also the West boundary of said plat of DORAL COLONY), for 66.39 feet to the Point of Beginning.

E) A portion of Tract 38, 39, 40, 58, 59, 60 and 61 and a portion of N.W. 92nd Avenue, FLORIDA FRUITS LAND COMPANY'S SUBDIVISION NO. 1 of Section 21, Township 53 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commencing at a point on the West line of Tract D, DORAL ESTATES, according to the Plat thereof, as recorded in Plat Book 113, Page 79 of the Public Record of Miami-Dade County, Florida said point being the Southeast corner of Tract 47 of said Plat of FLORIDA FRUITS LAND COMPANY'S SUBDIVISION NO. 1 as shown on the Plat of DORAL ESTATES; thence South 00° 08' 22" East along the west line of said Tract D for 1220.52 feet; thence South 61° 29' 59" East for 419.90 feet to the Point of Beginning of the following described parcel of land; thence North 20° 30' 05" East for 345.00 feet; thence South 45° 53' 36" East for 496.96 feet; thence South 80° 38' 52" East for 128.29 feet; thence North 48° 00' 23" East for 85.53 feet; thence North 06° 00' 31" East for 110.31 feet; thence North 46° 32' 23" East for 100.00 feet to the point of curvature of a circular curve to the right; thence Northeasterly along the arc of said curve having a radius of 165.00 feet and a central angle of 32° 58' 57" for 94.98 feet to a point of reverse curvature; thence Northeasterly along the arc of a circular curve to the left having a radius of 185.00 feet a central angle of 74° 10' 14" for 239.49 feet to a point of tangency; thence North 05° 21' 07" East for 552.83 feet; thence South 84° 38' 53" East for 165.00 feet; thence South 25° 48' 23" East for 345.17 feet; thence south 49° 35' 18" West for 116.77 feet; thence South 07° 25' 57" West for 168.58 feet; thence South 33° 33' 17" East, radial to the next described curve for 233.83 feet; thence Southwesterly, Southerly and Southeasterly along said circular curve being concave Easterly and having a radius of 42.00 feet and a central angle of 90° 00' 00" for an arc distance of 65.97 feet to a point of tangency; thence South 33° 33' 17" East for 21.32 feet; thence South 60° 41' 31" West for 865.08 feet; thence North 89° 28' 15" West for 65.93 feet to a point on a circular curve whose radius point bears South 38° 57' 55" west from this last described point; thence Northwesterly along the arc of a circular curve to the left having a radius of 750.00 feet and a central angle of 10° 27' 54" for 136.99 feet to a point of tangency; thence North 61° 29' 59" West for 96.79 feet to the Point of Beginning.

PARCEL XIV:

- a) The right to construct, maintain and relocate golf cart pathways within Tracts A, B, C, D and E of DORAL COLONY PHASE 1, as reserved in the Plat recorded in Plat Book 120, Page 34, of the Public Records of Miami-Dade County, Florida;
- b) The right of construct, maintain and relocate golf cart pathways within Tracts F and I of DORAL COLONY PHASE 2, as reserved in the Plat recorded in Plat Book 126, Page 55, of the Public Records of Miami-Dade County, Florida;
- c) The right to maintain and use the lake as a golf course hazard and feature, as reserved on the plat of DORAL COLONY PHASE 2, as recorded in Plat Book 126, Page 55, of the Public Records of Miami-Dade County, Florida;
- d) The right to construct, maintain and relocate golf cart pathways within Tracts J, K, L, and M of DORAL COLONY PHASE 3, as reserved in the Plat recorded in Plat Book 128, Page 15, of the Public Records of Miami-Dade County, Florida;
- e) The right to maintain and use Tract M and the lake as golf course hazards and features, as shown on the Plat of DORAL COLONY PHASE 3 as recorded in Plat Book 128, Page 15, of the Public Records of Miami-Dade County, Florida;
- f) The right to construct maintain and relocate golf cart pathways within Tracts A-1 and B-1 of DORAL ESTATES, as reserved in the Plat recorded in Plat Book 125, Page 20, of the Public Records of Miami-Dade County, Florida.

Exhibit “B”

The Plan Amendments and analysis required in support thereof, is as follows:

1. Amend the FLUM for the portion of the Property identified on the attached map as the “White Parcel” to Downtown Mixed Use (“DMU”);
2. Amend the FLUM for the portion of the Property identified on the attached map as the “Resort Parcel” to Community Mixed Use (“CMU”);
3. Amend the FLUM for the portion of the Property identified on the attached map as the “Range View Parcel” to Private Parks and Open Space (“PPOS”);
4. Amend the text of the DMU land use category on page I-4 of the Proposed Plan to delete:

“Retail and commercial service businesses are required on the ground floor with office and residential uses above. However, hotels may develop on single-use parcels within a mixed-use setting.”

and replace with the following:

“The conceptual site design and community connectivity plans shall identify strategic locations where vertical mixed use shall occur to facilitate multimodal options. At these locations, retail/commercial service businesses shall be located on the ground floor with office/residential uses above. This shall not preclude horizontal mixed use development where the conceptual site design and community connectivity plans demonstrate that the functional arrangement of such uses achieves the purpose of the DMU category.”

5. Amend the FLUM for the portions of the Property identified on the attached map as the White Parcel and the Resort Parcel to depict such areas as part of the Urban Central Business District;
6. Amend the text of the “Urban Central Business District (“UCBD”)” in Policy 1.1.1 on page I-10 of the Proposed Plan to include the portions of the Property identified herein as the White Parcel and the Resort Parcel and read as follows:

“The downtown core area roughly described as the 120-acre Beacon City Center site located east of NW 87th Avenue between NW 54th Street and NW 48th Street, the 50-acre Ryder Shoma site on Doral Boulevard west of NW 82nd Avenue, and the 200-acre Doral Resort site located east of NW 87th Avenue between NW 48th Street and NW 41st Street, and west of NW 82nd Avenue between NW 48th Street and Doral Boulevard, as depicted on the adopted FLUM, is hereby designated as “Urban Central Business District” pursuant to Chapter 28-24.014(10)(b)1, Florida Administrative Code.”

Exhibit “C”

The aforesated Plan Amendments are consistent with the intent of the Proposed Plan, which seeks to convert the oversupply of industrial to a more balanced allocation of land uses, including a sufficient supply of residential to establish a mixed use pattern within the DMU and CMU land use categories. The modified designations, when evaluated in conjunction with the Proposed Plan, would not exceed the development allocations authorized by the Interim Doral Comprehensive Plan.

The following tables demonstrate that the proposed changes to the above portions of the Property would eliminate the industrial allowed by the Interim Doral Comprehensive Plan, while maintaining comparable office allocations with retail allowed on the first floor. Residential allocations would increase to support a more viable, multi-modal downtown, but would still result in a City-wide reduction of nearly 24,000 units as compared to the Interim Doral Comprehensive Plan. The overall effect of the settlement proposal would be to further support the City’s strategy of reducing residential allocations in the western sections of the City and clustering a reasonable allocation of those units within the downtown.

White Parcel Interim Doral Comprehensive Plan

Future Land Use Category	Acres	Density/Intensity Standard	Maximum Development Potential (SF/DU)
Industrial/Office	100	1.25 FAR	5,445,000
Medium Density Residential	30.12	25 DU/Acre	753

White Parcel - Plan Amendment

Future Land Use Category	Acres	Maximum Intensity/Density Standard (including optional bonuses)	Maximum Development Potential (DU/SF)
DMU	130.12		
Residential Component (65%)	85.58	35 DU/Acre 14 floors	2,960
Commercial Component (35%)	45.54	14 floors	5,588,632

1. Mix of uses based on Policy 1.1.1, which defines the area-wide mix for the DMU and Policies 1.1.8, 1.1.9 and 1.1.11 which address the need for balanced land uses and the ability to support families within those areas of the City previously dominated by Industrial and Office. The 65/35 ratio implements policy direction of the Proposed Plan, while still providing regional scale commercial.
2. Maximum Density/Intensity = 25 DUA and 10 floors (base without bonuses). Bonuses allow up to 35 DUA and 14 floors, subject to achieving design and compatibility requirements.
3. Building area includes structured parking to achieve maximum development potential.

4. 100% lot coverage achieved for the net buildable area after accounting for acreage devoted to public realm (Policy 1.1.1.) and common use areas including open space, internal streets/drives and stormwater retention areas (Policy 1.2.7).

5. Floors 2-14 are subject to design restrictions on massing (Policies 1.1.1 and 1.2.3). For comparison, other City business categories establish a maximum FAR of .5 for the first floor and .25 for floors 2-8. The DMU does not utilize FAR as a standard, but based on the application of the height, maximum buildable area lot coverage and design controls, the resulting FAR exceeds the maximum for the City's Business category, confirming that commercial has been maximized in the DMU for the purpose of this comparison.

DMU Parking Allocations

Land Use	DU/SF	Parking Ratio	Required # of spaces	Parking Area (SF)
Residential	2,960 D.U.	2.5 spaces/unit	7,400	2,590,000
Office	4,588,632 s.f.	1 space/300 s.f.	15295	5,353,404
Retail	850,000 s.f.	1 space/250 s.f.	3,400	1,190,000
Restaurants	150,000 s.f.	1 space/45 s.f. (customer area)	2,667	933,333
Total			28,762	10,066,737 s.f.

Resort Parcel - Interim Doral Comprehensive Plan

Future Land Use Category	Acres	FAR Standard	Maximum Development Potential
Business/Office	48 acres	1.25	2,613,600

Resort Parcel – Plan Amendment

Future Land Use Category	Acres	Maximum Intensity/Density Standard (including optional bonuses)	Maximum Development Potential
CMU	48		
Residential Component (51%)	24.48	25 DU/Acre 10 floors 100% lot coverage	612
Commercial Component (49%)	23.52	10 floors 100% lot coverage	2,628,699

1. Commercial % maximized for comparison to maximum allowed by the Interim Doral Comprehensive Plan, Business land use category. Policy 1.1.1 requires a minimum of 51% residential.

2. Maximum Density/Intensity = 19 DUA and 8 Floors (base without bonuses). Bonuses allow up to 25 DUA and 10 floors, subject to achieving design and compatibility requirements.

3. Building area includes structured parking to maximize lot coverage.

4. 100% lot coverage achieved for the net buildable area after accounting for acreage devoted to public realm (Policy 1.1.1.) and common use areas including open space, internal streets/drives and stormwater retention areas (Policy 1.2.7).

5. Floors 2-10 are subject to design restrictions on massing (Policies 1.1.1 and 1.2.3). For comparison, other Doral business categories establish a maximum FAR of .5 for the first floor and .25 for floors 2-8. The DMU does not utilize FAR as a standard, but based on the application of the height, maximum buildable area lot coverage and design controls, the resulting FAR exceeds the maximum for the Doral Business category, confirming that commercial has been maximized in the CMU for the purpose of this comparison.

CMU Parking Allocations

Land Use	DU/SF	Parking Ratio	Required # of spaces	Parking Area (SF)
Residential	612	2.5 spaces/unit	1,530	535,500
Office	2,148,699	1 space/300 s.f.	7,162	2,506,815
Retail	400,000	1 space/250 s.f.	1,600	560,000
Restaurants	80,000	1 space/45 s.f. (customer area)	1,422	497,778
Total			11,714	4,100,093

Range View Parcel - Interim Doral Comprehensive Plan

Future Land Use Category	Acres	FAR Standard	Maximum Development Potential
Industrial/Office	6.6 acres	1.25	359,370 s.f.

Range View Parcel – Plan Amendment

Future Land Use Category	Acres	FAR Standard	Maximum Development Potential
Private Parks and Open Space	6.6 acres	.25	71,874 s.f.

Summary Comparison of Interim Doral Comprehensive Plan and Plan Amendments

	Interim Doral Comprehensive Plan	Plan Amendments	Net Effect of Change	Overall Change Comparing Interim Doral Comprehensive Plan and Doral Comprehensive Plan as Amended by Plan Amendments
Dwelling Units	753	3,572	+2,819	-23,342
Commercial Square Feet	8,417,970	8,289,204	(128,766)	

1. The supporting analysis for the Proposed Plan (p. I-22) documents a reduction in potential dwelling units from the Interim Doral Comprehensive Plan of 26,161 dwelling units.

Exhibit “D”

Document comparison done by Workshare DeltaView on Tuesday, March 30, 2010
10:57:42 AM

Input:	
Document 1	interwovenSite://IMANDMS/MIADOCS/3507419/13
Document 2	interwovenSite://IMANDMS/MIADOCS/3507419/14
Rendering set	standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
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Deletions	36
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	71