

This instrument was prepared by:

Name: Tracy R. Slavens, Esq.
Address: Holland & Knight, LLP
701 Brickell Avenue, Suite 3300
Miami, Florida 33131

MASTER DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into this 2 day of JULY, 2015, by and between Ramdev, LLC, a Florida limited liability company ("Ram"), and Hotel Genpar, Ltd., a Florida limited partnership ("Hotel Genpar") (collectively, the "Developers") and the City of Doral, Florida, a Florida municipal corporation (the "City").

WITNESSETH:

WHEREAS, the Developers are the developers of the real property located within the boundaries of the City, the legal description of which is attached hereto and made a part hereof as Exhibit "A" (the "Property");

WHEREAS, Ram is the contract purchaser and intended developer of the portion of the Property legally described in Exhibit "B" (the "Residential Parcel") and Hotel Genpar is the owner of the portion of the Property legally described in Exhibit "C" (the "Hotel Parcel").

WHEREAS, due to the proposed separate ownership of the Residential Parcel and the Hotel Parcel, the Developers proffer this Agreement with the intent that any rights, obligations, or consequences arising from the Residential Parcel shall be the sole responsibility of Ram and that any rights, obligations, or consequences arising from the Hotel Parcel shall be the sole responsibility of Hotel Genpar;

WHEREAS, the Property is currently designated "Community Mixed Use" on the City's Comprehensive Plan (as herein defined) and zoned Community Mixed Use District pursuant to the Land Development Regulations (as herein defined);

WHEREAS, the Developers and the City mutually desire that the Property be developed with a maximum of 332 unit multi-family residential project on the Residential Parcel and hotel use on the Hotel Parcel as permitted by the Comprehensive Plan and the Land Development Regulations (the "Project"); and

WHEREAS, the Developers and the City desire to establish certain terms and conditions relating to the proposed development of the Property and wish to establish certainty as to the

ultimate development of the Project, as provided pursuant to Chapter 68, Article V, Division 4 of the City's Land Development Regulations.

NOW, THEREFORE, in consideration of the conditions, covenants, and mutual promises hereinafter set forth, the Developers and the City agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference. All exhibits to the Agreement are hereby deemed a part hereof.

2. Definitions.

- a. "Comprehensive Plan" means the City's comprehensive plan meeting the requirements of Chapter 163, F.S.
- b. "Conceptual Master Plan" is that master development plan entitled "Intercontinental Village," dated February 13, 2015, and approved by the City pursuant to Ordinance No. 2015-17, which is a part of the Pattern Book (as defined in Section 2.1. herein) and regulates the nature of the streets and blocks and establishes the lots and building sites within the Residential Parcel and, along with the architectural design and development criteria provided in the Pattern Book, govern the administrative review of detailed development plans for the Project. Pursuant to Section 68-707(19) of the City's Land Development Regulations, the as-built Hotel Parcel is not included in the Conceptual Master Plan.
- c. "Developers" means the person(s) undertaking the development of the Property, as defined in the preamble to this Agreement, or any successors or assigns thereof that (a) acquire an interest in any portion of the Property from the Developers pursuant to sale or ground lease for the purpose of the development and resale or sublease and (b) is specifically assigned rights as Developers hereunder by the Developers pursuant to an express written assignment. Upon execution and recording of such assignment, the assignee will be deemed one of the Developers hereunder to the extent set forth in such assignment. It is agreed and understood by the parties that there will be one Developer for the Residential Parcel (the "Residential Parcel Developer") and one Developer for the Hotel Parcel (the "Hotel Parcel Developer"). The Residential Parcel Developer shall be responsible for all obligations and consequences arising from this Agreement in the Residential Parcel. The Hotel Parcel Developer shall be responsible for all obligations and consequences arising from this Agreement in the Hotel Parcel. The parties understand that the use of the term Developers in this Agreement shall not be construed as joining the Residential Parcel Developer and the Hotel Parcel Developer in terms of rights, obligations, and consequences arising from this Agreement. The parties understand that the Property will be unified through a Covenant In Lieu of Unity of Title until such time as the Property is subdivided through a Final Plat and Waiver of Plat. Each of the Developers may further assign any obligations hereunder to individual builders,

contractors, or engineers of any individual phase(s). Such further assignment shall not relieve the Developers of those obligations.

- d. "Development" means the carrying out of any building activity and/or the making of any material change in the use or appearance of any structure or land.
- e. "Development Permit" includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the Development of land.
- f. "Effective Date" is the date of recording of this Agreement in the Public Records of Miami-Dade County, Florida.
- g. "Entire Term" is the total term of this Agreement.
- h. "Governing Body" means the board of county commissioners of a county, the commission or council of an incorporated municipality, or any other chief governing body of a unit of local government.
- i. "Land" means the earth, water, and air, above, below, or on the surface and includes and improvements or structures customarily regarded as land.
- j. "Land Development Regulations" means ordinances, rules, and policies in effect on the Effective Date, which have been enacted and implemented by the City for the regulation of any aspect of development and includes any local government zoning, rezoning, subdivision, building construction, or sign regulations or any other regulations controlling the development of or construction upon Land.
- k. "Laws" means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, and rules adopted by a local government affecting the development of Land.
- l. "Pattern Book" is the development manual that establishes setbacks, heights, floor area ratio, building envelope, and other development parameters for the development of the individual building sites identified within the Property.
- m. "Project Approval" is the authorization issued by the City for the development of the Project, which currently contemplates a development program of up to 332 multi-family residential dwelling units and a hotel as specifically described in the Pattern Book..
- n. "Property" is that certain +/-23.58 acre parcel of real property owned by the Developers, as more particularly described in Exhibit "A" attached hereto.

- o. "Public Facilities" means major capital improvements, including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, educational, parks and recreational, and health system facilities.
- p. "Site Plan" is comprised of a scaled and dimensioned site plan (with landscaping), elevation, and typical floor plans submitted for administrative approval and reviewed for consistency with the Project Approval.
- q. "Utility" includes any person, firm, corporation, association, or political subdivision, whether private, municipal, county, or cooperative, which is engaged in the sale, generation, provision, or delivery of gas, electricity, heat, oil, water sewer service, telephone service, telegraph service, radio service, or telecommunication service.

3. **Intent.** It is the intent of the Developers and the City that this Agreement should be construed and implemented so as to effectuate the purposes and intent of the parties and the purpose and intent of the Chapter 68, Article V, Division 5 of the Land Development Regulations. The Developers acknowledge and agree that this Agreement is not to be construed as a "Development Agreement," as such term is defined in Section 163.3221, Florida Statutes.

4. **Effective Date and Duration.**

a. This Agreement shall become effective on the Effective Date. The Agreement shall be recorded in the public records of Miami-Dade County, Florida and shall run with the land and shall be binding on all parties and all persons claiming under it for an initial term of thirty (30) years from the Effective Date, after which time, it may be extended for a period of ten (10) years after approval by the City Council at a public hearing, unless an instrument has been recorded agreeing to release, amend, or modify this Agreement in whole, or in part, as provided below.

b. The time frames set forth in this Agreement shall be considered stayed and tolled for the time lost resulting from the pendency of any moratorium, litigation, or challenges that materially limit the ability of the Developers to continue the development of the Project.

5. **Permitted Development Uses and Building Intensities.**

a. **Permitted Development Uses.** Concurrently with the adoption and acceptance of this Agreement, the Developers have proffered and the City has accepted and adopted the Pattern Book as the binding development criteria for the Property (collectively, the "Project Approval"). In granting the Project Approval, the City has determined and hereby concurs that the Project is consistent with the City's Comprehensive Plan and that the Project Approval accords with the Land Development Regulations. Upon execution of this Agreement and for the Entire Term, the City confirms and agrees that the Property may be developed and used in the manner set forth in the Project Approval, the City's Comprehensive Plan, and the Land Development Regulations.

b. **Density, Building Heights, Setbacks and Intensities.** The maximum density, heights, setbacks, and intensities for any development on the Property shall be regulated

by the Project Approval, the Land Development Regulations, and the applicable provisions and designations of the Comprehensive Plan in effect at the time of approval of the Site Plan.

6. Project Approval.

a. Hotel Parcel. The Hotel Parcel consists of an existing hotel and ancillary uses. Prior to the issuance of any building permit for any expansions or alterations to the existing hotel that may include commercial, office, restaurant, and/or other ancillary uses, Hotel Genpar shall submit a Site Plan for the building site for administrative review and approval by the City's Planning and Zoning Director or as may be otherwise provided in the City's Land Development Code.

b. Further Development Review. This Agreement and the Project Approval establish the criteria upon which the Project shall be developed and set forth the sole and exclusive limitation upon the development of the Project. Consistent with the foregoing, prior to the issuance of any building permit for any development within any portion of the Property, the developer of said development site shall submit a Site Plan for the building site that includes the proposed buildings for administrative review and approval by the City's Planning and Zoning Director or as may otherwise be provided in the City's Land Development Regulations. Site Plans for individual building sites shall be designed to generally conform to the Project Approval and the applicable provisions of the Comprehensive Plan and the Land Development Regulations, including Section 53-184 of the Land Development Regulations. Site Plans for residential or hotel buildings shall include the number of bedrooms, bathrooms, and the square footage of each residential unit or hotel room, commercial, office, restaurant, or other ancillary uses within that building as appropriate. Any Site Plan for the Project approved pursuant to the provisions of this Paragraph may be modified from time to time in accordance with Section 53-185(d) and Section 68-740 of the City's Land Development Code, as may be amended from time to time. Minor variations to the building placement, building style, and lot configuration may be approved administratively by the Director of the Planning and Zoning Department, or the executive officer of the successor of such Department, as provided in the City's Land Development Regulations.

c. Appeal. In the event that the City's Planning and Zoning Director does not approve a Site Plan for the Project or a portion of the Project, the Director shall render his or her decision by notifying the Developers (or their assigns as to such portion of the Property) in writing by certified mail, overnight express delivery, or hand delivery. The Developers, or their assigns, have the right to appeal the administrative decision directly to the City Council for the City Council to determine whether the City's Planning and Zoning Director erred in his or her decision to deny the approval of the Site Plan based on the Site Plan's conformance with this Agreement, the Project Approval, and the applicable provisions of the Land Development Regulations and Comprehensive Plan. The City agrees to process any appeal to the City Council on an expedited basis and, in the absence of a force majeure event, agrees to hear and decide on any appeal within sixty (60) days from receipt of a letter from the Developers requesting such hearing addressed to the City Clerk and the City's Planning and Zoning Director (or successor thereto), appealing the decision of the City's Planning and Zoning Director to the City Council.

7. **Roadway and Pedestrian Improvements.** The Residential Parcel Developer shall construct the following roadway and pedestrian improvements:

- a. Prior to the issuance of the first certificate of occupancy for any dwelling unit, the Residential Parcel Developer shall construct a northbound right turn deceleration lane at the intersection of NW 87 Avenue and NW 27 Street. The obligation to construct the improvements pursuant to this subparagraph shall be subject to review and approval by i) the City Public Works Department, and ii) the Miami-Dade County Public Works and Waste Management Department.
- b. Prior to the issuance of the first certificate of occupancy for any dwelling unit, the Residential Parcel Developer shall construct new and/or improve existing crosswalks at the following intersections: i) on the south and west sides of the intersection of NW 84 Avenue and NW 27 Street; and ii) on the east, south, and west sides of the intersection of NW 87 Avenue and NW 27 Street. Said crosswalks shall be constructed with appropriate signage, signals, markings to indicate the pedestrian crossing locations, and shall meet Americans With Disabilities Act (ADA) standards. The pedestrian improvements made to the intersection of NW 87 Avenue and NW 27 Street shall include the installation of pedestrian walk/don't walk signals. The obligation to construct the improvements pursuant to this subparagraph shall be subject to review and approval by i) the City Public Works Department, and ii) the Miami-Dade County Public Works and Waste Management Department.
- c. Prior to the issuance of the first certificate of occupancy for any dwelling unit, the Residential Parcel Developer shall construct sidewalks along those portions of the perimeter of the Residential Parcel abutting rights of way and, to the extent adequate right-of-way is available, a sidewalk on the north side of NW 27 Street between NW 84 Avenue and NW 87 Avenue. Said sidewalks shall be subject to review and approval by i) the City Public Works Department, and ii) the Miami-Dade County Public Works and Waste Management Department.

It is expressly acknowledged by the parties that all or a portion of the improvements required by this Paragraph constitute off-site improvements and that the costs paid by the Residential Parcel Developer for the design and construction of the Roadway Improvements and Pedestrian Improvements above and beyond those needed to meet concurrency may entitle the Residential Parcel Developer to a credit against the payment of roadway impact fees under Chapter 65, Article IV of the Land Development Regulations and Chapter 33-E of the Miami-Dade County Code. The City agrees to support the Residential Parcel Developer's application for an impact fee contribution in lieu of fee determination by the City or Miami-Dade County. The Residential Parcel Developer's obligations under this Paragraph are subject to the receipt of all necessary governmental approvals, including the Miami-Dade County Public Works and Waste Management Department.

8. Public Right-Of-Way Access. Nothing herein shall prohibit vehicular traffic of any kind, including truck traffic, on the adjacent public roadway network.

9. Maintenance of Common Areas. The common areas of the Residential Parcel and of the Hotel Parcel, respectively, shall be maintained by each of the respective Developers, a property owners' association, a homeowners' association, or a special taxing district.

10. Safe Sight Distance Triangles. The Developers shall not install landscaping or fencing within the safe sight distance triangles at the Project access points or at the corners of the roadways within the Property. The safe sight distance triangle clearance shall be enforced by a property owners' associate following the turnover of the community to a property owners' association or homeowners' association.

11. Notification of Proximity to Industrial Uses and Operations. The Residential Parcel Developer, as well as its successors, and assigns shall provide each prospective purchaser, owner, tenant, and lessee of the Residential Parcel with written notice, acknowledgement and waiver recognizing the proximity of the Residential Parcel to industrial uses and operations (the "Industrial Notice"). The Industrial Notice shall be included in the purchase and sale contract, lease agreement, or rental agreement for any dwelling unit within the Residential Parcel, during the life of the project. Should the Residential Parcel be developed as a residential condominium, the Industrial Notice shall be incorporated into a recorded Declaration and the Industrial Notice shall be communicated to all purchasers. The Industrial Notice shall be substantially in the form attached hereto as Exhibit "D."

12. Necessity of Complying with Local Regulations Relative to Development Permits. The Developers and the City agree that the failure of this Agreement to address a particular permit, condition, fee, term, or restriction in effect on the Effective Date of this Agreement shall not relieve Developers of the necessity of complying with the regulations governing said permitting requirements, conditions, fees, terms, or restrictions as long as compliance with said regulations and requirements do not require the Developers to develop the Property in a manner that is inconsistent with the Project Approval. Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the City, and inspections made and approval of occupancy given by the City, then such construction, inspection, and approval shall create a rebuttable presumption that the buildings or structures this constructed comply with the intent and spirit of this Agreement.

13. Security During Construction. In accordance with Sections 5-23 through 5-28 of the City Code, each of the respective Developers shall provide security to those phases within the Residential or Hotel Parcel under construction, following the issuance of the first certificate of occupancy for a dwelling unit, hotel unit, commercial, office, restaurant, or ancillary use for any such phase, from 7:00 p.m. to 7:00 a.m., Monday through Friday, and 24 hours per day on weekends and holidays.

14. Public Services and Facilities. As of the date of the Project Approval, pursuant to the provisions of Chapter 59 of the City's Land Development Code, the Project has been found to meet concurrency standards set forth in the Comprehensive Plan. The City reserves the right to conduct concurrency reviews and determinations at the time of the approval of a site plan for the Project and any modifications thereto, as provided in Chapter 59 of the City Code.

15. **Reservation of Development Rights.** For the Entire Term, the City hereby agrees that it shall permit the development of the Project in accordance with the Project Approval, the Land Development Regulations, the Comprehensive Plan, and the existing laws and policies as of the Effective Date of this Agreement that are or may be applicable to the Property, subject to the conditions of this Agreement and in effect at the time of any Site Plan approvals and modifications thereto.

16. **Binding Effect.** The obligations imposed pursuant to this Agreement upon the Developers and upon the Property shall run with and bind the Property as covenants running with the Property, and this Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees, and assigns, and a copy of this Agreement shall be recorded in the Public Records of Miami-Dade County, Florida, at the sole cost and expense of the Developers, upon execution of this Agreement.

17. **Governing Laws.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Developers and the City agree that Miami-Dade County, Florida is the appropriate venue in connection with any litigation between the parties with respect to this Agreement.

18. **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be delivered by hand, sent by recognized overnight courier, or sent by professional delivery service, and addressed as follows:

If to City at: City Manager
City of Doral
8401 N.W. 53rd Terrace
Doral, Florida 33166

With a copy to: City Attorney
City of Doral
8401 N.W. 53rd Terrace
Doral, Florida 33166

If to Developers at: Ramdev, LLC
c/o Tracy R. Slavens, Esq.
Holland & Knight, LLP
701 Brickell Avenue, Suite 3300
Miami, Florida 33131

Hotel Genpar, Ltd.
c/o Melissa Tapanes LLahues, Esq.
Bercow Radell & Fernandez, PA
200 S. Biscayne Boulevard, Suite 850
Miami, Florida 33131

All notices shall be effective upon receipt or refusal to accept receipt. Any party may change its notice address by providing written notice to the other parties of the new address as

provided in this paragraph. The terms of this section shall survive the termination of this Agreement.

19. Severability. In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

20. Entire Agreement. This Agreement, together with the documents referenced herein, constitute the entire agreement and understanding among the parties with respect to the subject matter hereof, and there are no other agreements, representations, or warranties other than as set forth herein.

21. Modification, Amendment, and Release. Minor modifications, as defined in the City's Land Development Regulations, of this Agreement shall be approved by the Director. Such minor modifications shall be reflected in a recordable instrument prepared, executed and recorded by the Director. Major modifications of this Agreement relating to the Residential Parcel may only be modified, amended, or released, by written instrument signed by the City and the Residential Parcel Developer (and/or its assigns, which may include, but not be limited to a Community Development District and/or master property owners' association with appropriate authority over the Property), provided that such modification, amendment, release has been approved by the City after public hearing. Major modifications of this Agreement relating to the Hotel Parcel may only be modified, amended, or released, by written instrument signed by the City and the Hotel Parcel Developer (and/or its assigns, which may include, but not be limited to a Community Development District and/or master property owners' association with appropriate authority over the Property), provided that such modification, amendment, release has been approved by the City after public hearing.

22. Cancellation and Enforcement. Enforcement of this Agreement shall be by action against any parties or person violating, or attempting to violate, any covenants set forth in this Agreement. The prevailing party in any action or suit pertaining to or arising out of this Agreement shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his/her/its attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity, or both. The terms of this section shall survive the termination of this Agreement.

23. Cumulative Remedies. Nothing contained herein shall prevent the Developers from exercising its rights and remedies it may have under law.

24. Counterparts. This Agreement may be executed in two or more counterparts, a complete set of which shall constitute an Agreement.

[SIGNATURE PAGES FOLLOW]

EXHIBIT A

Legal description of the Property:

Tract A of the Transal Service Park Plat, as recorded in Plat Book 155, Page 25, of the Public Records of Miami-Dade County, Florida

AND

Tract B of the Transal Service Park Plat, as recorded in Plat Book 155, Page 25, of the Public Records of Miami-Dade County, Florida.

EXHIBIT B

Legal description of the Residential Parcel:

Tract A of the Transal Service Park Plat, as recorded in Plat Book 155, Page 25, of the Public Records of Miami-Dade County, Florida, less and except the southern 460 feet thereof.

Folio No. 35-3027-057-0010

TOGETHER WITH

Tract B of the Transal Service Park Plat, as recorded in Plat Book 155, Page 25, of the Public Records of Miami-Dade County, Florida, less and except the western 60 feet thereof.

Folio No. 35-3027-057-0020

EXHIBIT C

Legal Description of the Hotel Parcel:

THE SOUTH 460.00 FEET OF TRACT "A", OF TRANSAL SERVICE PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 155, AT PAGE 25, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AND

THE WEST 60.00 FEET OF TRACT "B", OF TRANSAL SERVICE PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 155, AT PAGE 25, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

EXHIBIT D**NOTIFICATION OF PROXIMITY TO INDUSTRIAL USES AND OPERATIONS,
ACKNOWLEDGMENT AND WAIVER**

Each tenant, subtenant, lessee, and occupant [or purchaser], and their successors and assigns, are hereby advised and hereby acknowledges that the Premises are located in an area that is proximate to industrial uses and operations that generate traffic and noise throughout the day. As a result, each tenant, subtenant, lessee and occupant [or purchaser] may be affected by odors, noise, and truck traffic entering and exiting the area during the daytime and nighttime hours. Furthermore, by acknowledging this notice, each tenant, subtenant, lessee and occupant [or purchaser], and their successors and assigns, hereby agrees to the following: (i) that they waive any objection and shall not object to the continued existence of the industrial uses and operations, and (ii) that they shall not request that governmental authorities impose any restrictions on the ability of trucks to utilize the area's roadways, including, without limitation, NW 27 Street.

JOINDER BY RESIDENTIAL PARCEL OWNER

The undersigned, Avante, Ltd., a Florida limited partnership ("Avante") is the current owner of the property legally described in Exhibit "B" (the "Residential Parcel") of the foregoing Master Development Agreement, does hereby consent to the execution of this Master Development Agreement by the Developers, and agrees that this Master Development Agreement shall constitute a covenant running with the land and shall remain in full force and effect and be binding upon the undersigned Residential Parcel owners, and their successors and assigns, including the Developers, if applicable, unless and until the same is modified or released.

IN WITNESS WHEREOF, these presents have been executed this 15th day of July, 2015.

WITNESSES:

Avante, Ltd., a Florida limited partnership

Signature

BY:

Print Name

Print Name:

Signature

Title:

Mikco A. Colmenarez
Print Name

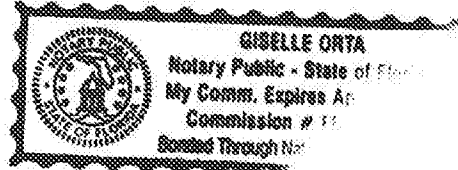
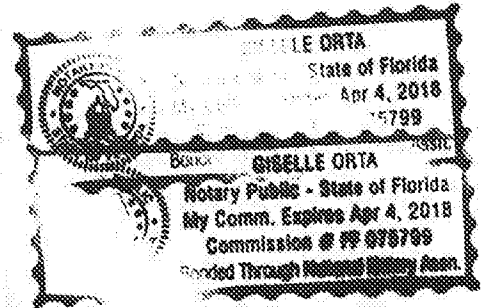
A. Ernesto Wong
V.P. / Its General Partner
Texal Corp.

STATE OF Florida
COUNTY OF Manatee)
SS.

The foregoing instrument was acknowledged before me this 15th day of July, 2015, by A. Ernesto Wong, as V.P. / Its General Partner of Avante Ltd., a Florida limited partnership. She/He is personally known to me or has produced _____ as identification, and acknowledged that she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

Giselle Orta
Notary Public, State of Florida
Giselle Orta
Print Name



ORDINANCE No. 2015-16

AN ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A LARGE-SCALE DEVELOPMENT AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN BY CHANGING THE FUTURE LAND USE MAP FROM "INDUSTRIAL" ("I") WITH A "COMMUNITY MIXED USE OPPORTUNITY AREA" ("CMUOA") OVERLAY TO "COMMUNITY MIXED USE" ("CMU") FOR 23.58± ACRE PARCEL OF LAND LOCATED ON THE EAST SIDE OF NW 87 AVENUE SOUTH OF NW 27 STREET; AND AUTHORIZING THE ADOPTION AND TRANSMITTAL TO THE DEPARTMENT OF ECONOMIC OPPORTUNITY OF A LARGE SCALE AMENDMENT TO THE CITY OF DORAL'S COMPREHENSIVE PLAN PURSUANT TO THE PROVISIONS OF THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING AND LAND DEVELOPMENT REGULATIONS ACT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral, pursuant to the Local Government Comprehensive Planning Act, in accordance with all of its terms and provisions, has reviewed the Application of Ramdev, LLC and Hotel Genpar, Ltd. ("the Applicant") requesting an amendment to the City of Doral Comprehensive Plan ("the Plan") to change the Future Land Use Map category from Industrial (I) with a Community Mixed Use Opportunity Area (CMUOA) Overlay to Community Mixed Use (CMU) as depicted in Exhibit A, for 23.58 ± acres for the property generally located on the southeast corner of NW 87th Avenue and NW 27th Street, Florida, Doral, Florida, as legally described in Exhibit B; and

WHEREAS, since the 1970s this property has been the subject of a vested rights determination by the Florida Department of Community Affairs (DCA); and

WHEREAS, Miami-Dade County and the City of Doral have approved modifications to the Industrial development program to allow more flexibility to permit changes in land intensities without being required to obtain future modifications; and

Section 4. If this Ordinance is approved, approval of the Application authorizes the Planning and Zoning Department to transmit this Ordinance to the Florida Department of Economic Opportunity pursuant to the provision of the Local Government Comprehensive Planning and Land Development Regulation Act.

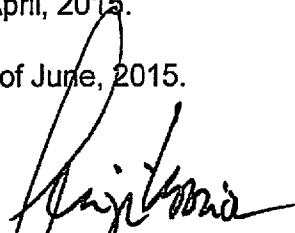
Section 5. If this Ordinance is approved it shall not become effective until the State Land Planning Agency issues a Final Order determining the adopted amendment to be in compliance and in accordance with Section 163.3184(9), Florida Statutes, or until the Administration Commission issues a Final Order determining the adopted amendment to be in compliance in accordance with Section 163.3184(10), Florida Statutes.

The foregoing Ordinance was offered by Vice Mayor Ruiz, who moved its adoption. The motion was seconded by Councilmember Fraga and upon being put to a vote, the vote was as follows:

Mayor Luigi Boria	Yes
Vice Mayor Sandra Ruiz	Yes
Councilman Pete Cabrera	Absent/Excused
Councilwoman Christi Fraga	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED on first reading this 14 day of April, 2015.

PASSED AND ADOPTED on second reading this 15 day of June, 2015.



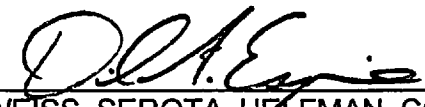
LUIGI BORIA, MAYOR

ATTEST



CONNIE DIAZ, CITY CLERK

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



WEISS, SEROTA, HELFMAN, COLE, & BIERMAN, PL
CITY ATTORNEY

EXHIBIT "A"



- Legend**
- Business Office (BO)
 - Community Mixed Use (CMU)
 - Doral Design District
 - Downtown Mixed Use (DMU)
 - Industrial (IND)
 - Public Park (PubPark)

Current Land Use

City of Doral

Proposed Land Use



Planning & Zoning Department
Intercontinental Village
Land Use Map



Community Mixed Use Opportunity Area
 CMU Opportunity Area

EXHIBIT "B"

EXHIBIT B**Intercontinental Village Legal Description**

The south 460.00 feet of Tract "A" of Transal Service Park, according to the plat thereof, as recorded in Plat Book 155, at Page 25, of the Public Records of Miami-Dade County, Florida AND the west 60.00 feet of Tract "B", of Transal Service Park, according to the plat thereof, as recorded at Plat Book 155, at Page 25, of the Public Records of Miami-Dade County, Florida.

TOGETHER WITH

A PORTION OF TRACT "A" AND TRACT "B" OF "TRANSAL SERVICE PARK", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 155 AT PAGE 25 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 53 SOUTH, RANGE 40 EAST, AS SHOWN ON SAID PLAT; THENCE N89°41'00"E ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION FOR 55.02 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF NORTHWEST 87TH AVENUE; THENCE N01°44'35"W ALONG SAID RIGHT-OF-WAY LINE FOR 480.15 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND: THENCE CONTINUE N01°44'35"W ALONG SAID RIGHT-OF-WAY LINE FOR 362.33 FEET TO A POINT OF INTERSECTION WITH A TANGENT CURVE TO THE RIGHT; THENCE 79.93 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 91°35'37" TO A POINT OF TANGENCY ON THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTHWEST 27TH STREET; THENCE THE FOLLOWING FOUR (4) COURSES ALONG SAID RIGHT-OF-WAY LINE OF NORTHWEST 27TH STREET: N89°51'02"E FOR 581.14 FEET TO A POINT OF INTERSECTION WITH A TANGENT CURVE TO THE RIGHT; THENCE 361.28 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 460.00 FEET AND A CENTRAL ANGLE OF 45°00'00" TO A POINT OF INTERSECTION ON A NON-TANGENT LINE, A

RADIAL LINE TO SAID POINT BEARS N44°51'02"E; THENCE S45°08'58"E FOR 214.26 FEET TO A POINT OF INTERSECTION WITH A TANGENT CURVE TO THE LEFT; THENCE 425.69 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 540.00 FEET AND A CENTRAL ANGLE OF 45°10'02"E TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE S00°19'00"E FOR 424.86 FEET; THENCE S89°41'00"W FOR 725.13 FEET; THENCE N00°19'00"W FOR 354.62 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, A RADIAL LINE TO SAID POINT BEARS S20°31'30"E; THENCE NORTHWESTERLY 180.68 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 138°01'40" TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE, A RADIAL LINE TO SAID POINT BEARS N62°29'50"W; THENCE S89°41'00"W FOR 663.76 FEET TO THE POINT OF BEGINNING, CONTAINING 17.87 ACRES, MORE OR LESS.