## RESOLUTION No. 17-75


#### Abstract

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING/DENYING A MODIFICATION TO THE APPROVED SANCTUARY AT DORAL SITE PLAN, DATED NOVEMBER 2, 2016, CONSISTENT WITH THE SETTLEMENT AGREEMENT ENTERED INTO MARCH 13, 2017 BY AND BETWEEN THE CITY OF DORAL AND SANCTUARY AT DORAL LLC, FOR A 7.3 ACRES PARCEL LOCATED ON THE SOUTH SIDE OF NW 41 STREET AND BETWEEN (THEORETICAL) NW 94 AVENUE AND (THEORETICAL) NW 95 AVENUE IN THE CITY OF DORAL; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE


WHEREAS, Sanctuary at Doral, LLC (the "Applicant") is owner of a certain $7.3 \pm$ acres parcel of real property, generally located on the south side of N.W. $41^{\text {st }}$ Street, between theoretical N.W. $94^{\text {th }}$ and $95^{\text {th }}$ Avenues in the City of Doral, which is legally described in Exhibit " $A$ " (the "Property"), for which the Applicant submitted applications to the City of Doral (the "City) to: (1) amend the Comprehensive Plan Future Land Use Map designation on the property; (2) rezone the property; (3) obtain a density bonus for workforce housing pursuant to Chapter 74 of the City Code of Ordinances (the "Code"); and obtain approval for the site plan for the development of the Property; and

WHEREAS, all of the foregoing applications were approved, except for the application for the workforce housing; and

WHEREAS, the approved a site plan entitled "Doral Sanctuary" provided for a project on the Property with 27,717 square feet of retail use and 182 residential units (the "Project"); and

WHEREAS, following the approval of the Project site plan, the Applicant initiated litigation against the City claiming that the denial of the workforce housing density bonus application was unlawful; and

WHEREAS, after amicable negotiations, on March 13, 2017, the Applicant, and the City entered into a Settlement Agreement, a copy of which is attached hereto as Exhibit "B" (the "Settlement Agreement"), which permits the Project to have an additional 44 workforce housing units among other provisions, representing a twenty percent (20\%) reduction in the number of units requested by the Applicant in its density bonus application; and

WHEREAS, in furtherance of the Settlement Agreement, the Applicant has now submitted an application for approval of a modified site plan for the Project with a total of 226 residential units and 26,099 square feet of retail use; and

WHEREAS, Chapter 53 of the City Code required that amendments to previously approved site plans be submitted to the City Council review and approval; and

WHEREAS, staff recommends approval with conditions of the modified site plan contained in Exhibit "C," which is incorporated herein and made a part hereof by this reference; and

WHEREAS, the Applicant has also submitted a modified Doral Sanctuary Pattern Book consistent with the Settlement Agreement, dated last revised 3-23-17 and contained in Exhibit "D," which is incorporated herein and made a part hereof by this reference; and

WHEREAS, the Applicant has also submitted a Second Amendment to the Doral Sanctuary Master Development Agreement consistent with the Settlement Agreement, dated 3-23-17, contained in Exhibit "D," which is incorporated herein and made a part hereof by this reference; and

WHEREAS, pursuant to law, notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed Resolution and of the public hearing; and

WHEREAS, the Mayor and City Council find that the adoption and implementation of this Resolution is in the best interest and welfare of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, THAT:

Section 1. Recital. The above recitals are true and correct and incorporated herein.

Section 2. Approval of Modified Site Plan. The modified site plan, providing for the development of 26,099 square feet of retail use and 226 residential units to be located on the 7.3-acre parcel located on the south side of NW 41 Street, approximately 600 feet east of NW $97^{\text {th }}$ Avenue, is approved, subject to the following conditions:

1. Applicant must submit separate plans for Entrance Feature;
2. All applicable impact fees shall be paid by the Applicant prior to issuance of a building permit;
3. The proposed project shall be built in substantial conformance with the plans entitled Doral Sanctuary, prepared by MSA Architects, dated last submitted 3-20-17, consisting of 31 sheets, as amended;
4. The Property shall be landscaped in accordance with the landscape plan, prepared by AAL Architectural Alliance Landscape, dated last revised 3-20-17, as amended, and included with the site plan submittal;
5. Issuance of this development permit by the City of Doral does not in any way create any right on the part of an Applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City of Doral for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law;
6. Approval from Division of Environmental Resources Management (DERM) is required at time of building permit. If DERMs' requirements result in a
modification to the approved administrative site plan, which may include but is not limited to, the layout of proposed parking field, the Applicant will be fully responsible to meet those requirements prior to building permit approval;
7. Approval from Miami Dade County Fire Department is required at time of building permit;
8. The applicant shall comply with Ordinance No. 2015-09 "Public Arts Program";
9. All applicable local, state and federal permits must be obtained before commencement of the development;
10. The project shall comply with the requirements set forth in Sections in Ordinance No. 2016-03, if applicable;
11. The project should make every effort to incorporate the Low Impact Development (LID) practices in the project design consistent with Section 74-881 of the Land Development Code;
12. Provide compliance with the Floodplain Management regulation (Sec. 53344) of the City's Land Development Code. Project team should contact the City's Floodplain Administrator to review the requirements of the Floodplain Management Ordinance;
13. Applicant shall indicate how the project will meet the requirement of the LDC Sec. 77-195 of the City's Land Development Code solar reflective index (SRI) of 28 or greater. Project shall meet the City's Green Ordinance requirements in Chapter 63 of the Land Development Code;
14. Project shall meet the City's Green Ordinance requirements in Chapter 63 of the Land Development Code;
15. The Applicant shall comply with applicable conditions and requirements provided by Miami-Dade County Public Works Department, Water and Sewer Department, Fire Rescue Department, and Regulatory and Economics Resources (DRER) prior to issuance of building permit;
16. The hours of operation during the construction shall adhere to as per Noise Ordinance No. 2011-01;
17. The Applicant shall submit a construction staging plan for review and approval prior to commencement of construction. The staging area shall be kept clean at all times, adequately screened and located away from view of existing homes located adjacent to the construction site;
18. Access points for construction vehicles shall be identified as part of the construction plan submitted to the City. Construction vehicles with access to the site shall adhere to existing "no thru truck" areas;
19. The Applicant shall provide a Construction Air Quality Management Plan to the Department prior to the start of construction;
20. A Stormwater Pollution Prevention Plan (SPPP) must be submitted by the Applicant at time of building permit. The Plan should provide guidelines for implementing an erosion and sedimentation control program before the site is cleared or graded, including areas where top soil will be removed and contours of slopes will be cleared. The Plan shall also include location and type of erosion control measures, storm water and sediment
management systems, and a vegetative plan for temporary and permanent stabilization. The Plan shall remain on-site for the duration of the construction activity;
21. The Applicant shall preserve existing trees (including native trees) during the development of the project, wherever possible. If the trees must be removed, the Applicant shall be required to mitigate the impact in accordance with DRER requirements. If the relocated trees do not survive, the Applicant shall be required to replace the trees in compliance with DRER requirements;
22. The Applicant shall meet the requirements of the Miami-Dade County Water-Use Efficiency Standards Manual, effective January 2009, as may be amended from time to time;
23. All stormwater shall be retained on site in accordance with applicable law;
24. All stormwater drainage systems shall be maintained in working conditions at all times in order to avoid localize flooding during and after a storm;
25. Parking shall be prohibited on top of any drainage inlet or drainage manhole;
26. Developer shall be responsible for providing the City a certified drainage inspection report prior to the issuance of a certificate of occupancy;
27. If more than one (1) acre of land is disturbed during construction the Contractor/Developer is responsible to obtain NPDES Stormwater permit coverage through the Florida Department of Environmental Protection (FDEP) Construction Generic Permit (CGP). If the project is less than one (1) acre, but part of a larger common plan of development or sale that will ultimately disturb one or more acres, permit coverage is also required. Instruction to request and obtain a CGP can be found at: http://www.dep.state.fl.us/water/stormwater/npdes/docs/cgp.pdf.
Contractor/Developer should submit the Notice of Intent (NOI) with the appropriate processing fees to the NPDES Stormwater Notices Center. Contractor/Developer must apply for permit coverage at least two (2) days before construction begins;
28. Noncompliance with the approved site plan and the terms of this approval shall be considered a violation of the City Code;
29. Provide the buffer yard requirements calculations, matching the frontages;
30. Street Trees: For trees shown on the R/W outside the property. The applicant shall provide final approval from MDC Public Works Department, ratified by the City of Doral's Public Works Department allowing the trees within the R/W prior to issuance of the building permit;
31. Wetlands: DERM Site Plan Review (dated Sep. 28, 2016, MDC \#MZ2016000029). The applicant shall provide a copy of the final approval prior to issuance of the building permit;
32. Tree Disposition Plan: Provide tree removal/relocation approval from (DERM), including an approved tree disposition plan at time of building permit. DERM Site Plan Review (dated Sep. 28, 2016, MDC \#MZ2016000029). The applicant shall provide a copy of the final approval prior to issuance of the building permit;
33. Irrigation: The applicant shall provide a copy of the final approval for withdrawing water from the Dressel Dairy Canal from the South Florida Water Management District (SFWMD) prior to issuance of the building permit;
34. Artificial Turf: The applicant shall comply with the LDC Sec. 71-225 through Sec. 71-227;
35. Signage: Monument signage shall meet the criteria for monument signs. LDC Sec. 80-258;
36. Entrance Feature: Entrance Feature shall conform to the Entrance Feature requirements. LDC Sec. 77-96;
37. Miami-Dade County Public Works approval is required for the Paving and Drainage Plans for the NW 41 Street R/W improvements/modifications as approved on the Site Plan; and
38. Miami-Dade County Public Works approval is required for R/W dedications and/or easements along NW 41 Street.
39. The Project shall be developed in accordance with the Settlement Agreement, dated and executed on March 13, 2017, attached hereto as Exhibit "C".

Section 3. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 4. Effective Date. This Resolution shall become effective upon its passage and adoption by the City Council and is binding on all successors and assigns.

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

| Mayor Juan Carlos Bermudez | Yes |
| :--- | :---: |
| Vice Mayor Pete Cabrera | Yes |
| Councilwoman Christi Fraga | Yes |
| Councilwoman Claudia Mariaca | Yes |
| Councilwoman Ana Maria Rodriguez | Yes |

PASSED AND ADOPTED this 12 day of April, 2017.


ATTEST:


CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFIENCY FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

## EXHIBIT "A"

Legal Description of the Property:
TRACT "F" OF "EASTERN DORAL ACRES SECTION ONE SUBDIVISION" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 111 , PAGE 53, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into as of the $\qquad$ day of March, 2017, by and between: the City of Doral, Florida, a Florida municipal corporation (the "City"); and Sanctuary at Doral, LLC, an active, Florida limited liability company ("Sanctuary"). The City and Sanctuary may be referred to individually as a "Party" or collectively as the "Parties."

## RECITALS

WHEREAS, Sanctuary is the owner of a certain $7,3 \pm$ acres parcel of real property, generally located on the south side of N.W. $41^{\text {st }}$ Street between theoretical N.W. $94^{\text {th }}$ and $95^{\text {th }}$ Avenues in Doral, Florida (Folio \# 35-3028-007-0030) (the "Property"); and

WHEREAS, in April and August of 2016, the City approved, respectively, applications submitted by Sanctuary to (1) amend the Comprehensive Plan Future Land Use Map designation for the Property from Office Residential to Community Mixed Use and (2) rezone the Property from Industrial Commercial District to the Community Mixed Use District, both of which permit a base residential dwelling unit density of 138 units (19 units per acre) as-of-right; and

WHEREAS, pursuant to Sections 68-707 and 68-708 of the City's Land Development Code (the "Code"), Sanctuary submitted a "Master Development Agreement" and "Conceptual Development Plan" for the Property establishing a mixeduse project which generally contained 138 residential dwelling units and approximately 30,000 square feet of retail uses (the "Project"); and

WHEREAS, in 2016, the City amended its Comprehensive Plan and its Code to create an incentive for the development of workforce housing in the City, specifically authorizing a "Density Bonus," whereby property owners would be able to develop additional residential units above the base density for a given property provided that a percentage of those additional units would be restricted to individuals of certain median household income; and

WHEREAS, Ordinance 2016-13 was codified in Chapter 74 of the Code as Article XVII - "Workforce Housing" (the "Workforce Housing Ordinance"), a copy of which is attached hereto as Exhibit " A "; and

WHEREAS, pursuant to the Workforce Housing Ordinance, Sanctuary submitted an application for the Density Bonus of thirty percent (30\%), which represented an increase of fifty-five (55) additional units for the Project-the maximum amount provided under the Code, proffering thirty-seven (37) units as the required, rent-controlled workforce housing units (the "WFH Application"), a copy of which is attached hereto as Exhibit " $B$ "; and

WHEREAS, on September 28,2016, the City Council, at a duly-noticed quasijudicial public hearing, denied the WFH Application; and


WHEREAS, on November 2, 2016, the City Council, at a duly-noticed, quasijudicial public hearing, approved Sanctuary's site plan for the Project, a copy of which is attached hereto as Exhibit "C" (the "Site Plan"), and

WHEREAS, the approved Site Plan included a base density of 138 residential dwelling units and additional bonus units provided through the City's Creative Excellence provisions under Section 86-83 of the City Code, for a total of 182 residential dwelling units; and

WHEREAS, thereafter, Sanctuary timely filed a Protective Petition for Writ of Certiorari, seeking review of the City Council's decision on the WFH Application (Case No. 16-409 AP), and a Request for Relief under the Florida Land Use and Environmental Dispute Resolution Act (the "FLUEDRA REQUEST"), as well as a Complaint for Declaratory and Injunctive Relief and Companion Complaint for Writ of Mandamus (Case No. 16-027994-CA-11), all requesting a reversal of the City's denial of the WFH Application (collectively the "Claims" or "Litigation"); and

WHEREAS, the City and Sanctuary wish to avoid the expense, delay, and uncertainty of lengthy litigation and to resolve the Claims amicably, agreeing it is in their respective mutual best interests to enter into this Agreement.

## TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to fully settle the Claims on the terms and conditions set forth below:

1. Recitals. The foregoing recitations are true and correct and are incorporated herein and made a part hereof by this reference.
2. City's Obligations. The City acknowledges and agrees Sanctuary will be permitted to construct the Project on the Property with an additional 44 residential dwelling units ("Workforce Housing Units"), for a total number of 226 residential dwelling units, pursuant to a revised project site plan to be submitted and approved by the City (the "WFH Site Plan"). It is acknowledged that the number of Workforce Housing Units offered herein represents a twenty percent (20\%) decrease from what was originally requested by Sanctuary. All of the Workforce Housing Units shall be designated on the WFH Site Plan as rent-controlled workforce housing units, pursuant to the Workforce Housing Ordinance, except that the requirements of City Code Section 74-888(a)-that the Workforce Housing Units be evenly distributed in three area median income ("AMI") categories-are waived; the Workforce Housing Units shall be distributed at Sanctuary's discretion within the range specified in City Code Section 74-887(b). The City further agrees that, as a material condition subsequent to this Agreement, it shall host a public hearing considering the WFH Site Plan for the Project no more than thirty-five (35) days from the date of approval of this Settlement Agreement, unless extended by mutual, written agreement of the Parties. Entering into this Agreement does not constitute an agreement to approve the WFH Site Plan. A final, non-appealable development order approval for the WFH Site Plan is a material condition of this Agreement.

3. Effective Date. This Agreement shall become effective on the date of the WFH Site Plan approval ("Effective Date"). It shall not become effective unless or until the City approves the WFH Site Plan. In the event that the City imposes a condition upon the WFH Site Plan approval that materially frustrates Sanctuary's ability to develop the Project in accordance with the terms of this Settlement Agreement, then Sanctuary may elect to void this Agreement and return to its position in the litigation described above. In the event that the City denies the WFH Site Plan, or fails to approve it within thirty-five (35) days of the execution of this Agreement (unless extended as specified above), then this Agreement shall be null and void and the Parties shall return to their prior positions in the Litigation.
4. Sanctuary's Obligations. Upon the Effective Date of this Settlement Agreement, Sanctuary shall (1) cause the dismissal with prejudice of all pending legal proceedings against the City associated with the WFH Application, including, without limitation, Sanctuary at Doral, LLC v. City of Doral, Protective Petition for Writ of Certiorari (Case No. 16-409 AP) and Sanctuary at Doral. LLC v. City of Doral, Complaint for Declaratory and Injunctive Relief and Companion Complaint for Writ of Mandamus (Case No. 16-027994-CA-01); (2) withdraw its Request for Relief under the Florida Land Use and Environmental Dispute Resolution Act associated with the WFH Application; and (3) dismiss, withdraw, or forebear commencement of any and all other claims or lawsuits of which the City may as yet be unaware or which may, in the future arise out of the settlement of the matters.
5. Police Power Authority. Nothing herein shall be construed as an act by the City to bargain away its zoning authority or any police power or otherwise limit its discretion in the exercise of a police power.

## 6. Miscellaneous Provisions.

(a) No Permit. This Agreement is not and shall not be construed as a development permit, development approval, development order or authorization to commence development, nor shall it relieve any of the obligations to obtain necessary development approvals that are required under applicable law and under and pursuant to the terms of this Agreement.
(b) Further Assurances. It is the intent and agreement of the Parties that they shall cooperate with each other to effectuate the purposes and intent of, and to satisfy their obligations under, this Agreement in order to secure to themselves, and their designees, assignees, successors and assigns, the mutual benefits created under this Agreement; and, in that regard, the Parties shall execute such further documents as may be reasonably necessary to effectuate the provisions of this Agreement; provided that the foregoing shall in no way be deemed to inhibit, restrict or require the exercise of the City's police power or actions of the City when acting in a quasi-judicial or legislative capacity, except as set forth herein. This paragraph is a statement of intent only and shall not give rise to any cause of action if any Party acts contrary to the intent of this paragraph.
(c) Omissions. The Parties hereto recognize and agree that the failure of this Agreement to address a particular permit, condition, term, or restriction
shall not relieve any party of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.
(d) Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight courier (such as Federal Express) or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope, and addressed as follows:

| If to the City at: | Edward A. Rojas <br> City Manager <br> City of Doral <br> 8401 NW $53^{\text {rd }}$ Terrace <br> Doral, FL 33166 |
| :---: | :---: |
| With copies to: | Daniel A. Espino, Esq. <br> Weiss Serota Helfman Cole \& Bierman, PL City Attorney <br> 2525 Ponce De Leon Boulevard, Suite 700 <br> Coral Gables, FL 33134 |
| If to Sanctuary: | Masoud Shojaee <br> President <br> Sanctuary at Doral, LLC <br> 3470 NW $82^{\text {nd }}$ Avenue, Suite 988 <br> Doral, FL 33122 |
| With copies to: | Jeffrey S. Bass, Esq. Shubin \& Bass, P.A. 46 SW $1^{\text {st }}$ Street Miami, FL 33130 |

Notices personally delivered or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given three (3) days after deposit in the U.S. Mail.
(e) Construction.
(i) This Agreement shall be construed and governed in accordance with the laws of the State of Florida. The Parties acknowledge that both have participated fully in the negotiation and preparation of this Agreement, and, accordingly, the Agreement shall not be more strictly construed against any one of the Parties.
(ii) In construing this Agreement, the use of any gender shall include every other and all genders, and captions and section and paragraph headings shall be disregarded.
(iii) All of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.
(f) Time of Essence. Time shall be of the essence for each and every provision hereof.
(g) 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. This Agreement may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought.
(h) Successors and Assign; Third Party Beneficiary. The benefits, rights, duties and obligations given to the Parties under this Agreement shall inure to the benefit of and bind their successors in title and assigns. The Parties acknowledge and agree that, with the exception foregoing of successors and assigns, there are no third party beneficiaries under this Agreement.
(i) Approval by the City. The Parties understand and agree that this Agreement will not be binding on the City until such time as the City Council of the City of Doral has approved same.
(j) Severability. If any section, sentence, clause, paragraph, or phrase of this Agreement is invalidated or deemed unconstitutional by a court of competent jurisdiction, such holding shall in no way affect the validity of the remaining portions of this Agreement.
(k) Limitation on Admissibility. In the event that the transactions contemplated hereunder are not consummated, any actions taken or representations made by any of the Parties pursuant to or in furtherance of the preparation and consummation of this Agreement shall not be admissible in any proceeding under the Litigation. Notwithstanding the foregoing, all such actions, correspondence, and related evidence shall be admissible in any action to enforce this Agreement.
(I) Attorney's fees and costs. The Parties shall each bear their own attorney's fees and costs incurred in the Litigation and the settlement of same.
(m) Sovereign Immunity. Nothing in this Agreement shall be deemed to be a waiver by the City of its rights and privileges under Florida Statutes Section 768.28.
(n) Counterparts. This Agreement may be executed in one or more counterparts, including, but not limited to, facsimile or electronic counterparts, each of which shall be considered an original, but all of which together shall be consider as one and same document.
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EXECUTED as of the date first above written.

Attest:


Approved as to form and legal sufficiency


Weiss Serota Helfman, bole \& Bierman, PL City Attorney


## Exhibit "A

## Workforce Housing Ordinance

Ordinance No. 2016-13, as Codified
(2) Location in development of each workforce unit and its applicable AMI affordability range;
(3) If construction is to be phased, a phasing plan identifying the number of workforce units and market-rate units in each phase; and
(4) Documentation and plans regarding the interior and exterior appearances, materials, and finishes of the bonus units if not exactly the same as the market-rate units.
(c) The city council shall utilize the standards below in determining the level of WHDB to award to a prospective development. As a guideline, each standard below is considered to have a value of up to 6 percent of the total WHDB of 30 percent:
(1) The site is served by high-frequency public transit with a transit shelter located within $1 / 4$ mile on the same side of the road.
(2) The workforce housing is within $1 / 2$ mile of a major commercial or light industrial employment center.
(3) There are designated safe routes to nearby schools, parks and other community facilities.
(4) The increased density will be compatible with adjacent existing and planned development.
(5) Roadway, parks, schools and infrastructure systems in the immediate area can accommodate the additional density at the levels-of-service adopted in the comprehensive plan.
(Ord. No. 2016-13, § 2, 6-22-2016)

Sec. 74-890. - Workforce housing density bonus unit criteria.
(a) Workforce dwelling units shall be built on the same site as the proposed development.
(b) Workforce units must be reasonably dispersed throughout the project, and not clustered together or segregated in any way, from the market-rate units.
(c) On average, workforce dwellings must contain the same number of bedrooms and quality of construction as the other market-rate units in the development.
(d) Workforce units shall be developed simultaneously with or prior to the development of the other market-rate units.
(e) The number of efficiency, one, two and three or more bedroom workforce units shall be proportional to the number of efficiency, one, two and three or more bedroom market-rate units (e.g., if 50 percent of market-rate units have two bedrooms, then approximately 50 percent of the workforce units must be two bedroom units).
(f) If the development is phased, the phasing plan shall provide for the construction of workforce units proportionately and concurrently with the market-rate units.
(g) The exterior appearance of workforce units shall be similar to the market-rate units and shall provide exterior building materials and finished of substantially the same type and quality.
(h) The interior building materials and finishes of the workforce units shall be substantially the same type and quality as market-rate.

Sec. 74-891. - Workforce housing density bonus agreement.
(a) Prior to the approval of any development order or permit for any development in which the Workforce Housing Density Bonus (WHDB) is requested, the applicant shall enter into a WHDB Agreement with the city which shall set forth the commitments and obligations of the applicant to ensure compliance with these regulations.
(b) The applicant shall execute any and all documents deemed necessary by the city in a form to be established by the city, including, without limitation, restrictive covenants, deed restrictions and related instruments (including requirements for income qualification for tenants of rental units).
(Ord. No. 2016-13, § 2, 6-22-2016)

Sec. 74-892. - Maintenance of rent affordability.
(a) On an annual basis, the city manager, or his/her designee, shall make available copies of updated AMI ranges, and associated rental rate limits applicable to workforce units in Doral based on official information available from documented sources such as Miami-Dade County and/or U.S. Department of Housing and Urban Development.
(b) The time period during which the rental rate for a workforce unit under this division is required to be controlled within a specified affordability range is 20 years.
(c) Workforce housing rental unit owners are required to submit documentation to the city on July 1 st of each year verifying that the all designated workforce units they own are being rented at rates affordable to area households with annual incomes within the affordability ranges established in this Code. For owners with ten or less workforce housing units, documentation may be in the form of a notarized affidavit stating the current annual rent for each unit together with collaborating documentation. For owners with more than ten units, an audit report prepared by a certified public accountant is required documenting compliance.
(Ord. No. 2016-13, § 2, 6-22-2016)

Sec. 74-893. - Violations.
(a) It is a violation of this division to:
(1) Fail to file required affidavits or audits when required.
(2) Rent or lease a WHDB unit to a person or family that is not income eligible as required by this division.
(3) Knowingly give false or misleading information relating to this program to any city employee.
(4) Participate, in any way, in the lease or rental of a workforce unit which violates any provision of this division or a WHDB Agreement.
(b) The fine for each violation of this division shall be $\$ 500.00$ per each day the violation continues.
(c) Appeals to any violations issued by the city under these regulations shall be processed pursuant to the City of Doral code compliance appeals procedure.
(Ord. No. 2016-13, § 2, 6-22-2016)

## Exhibit "B" <br> Work Force Housing Application


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r. $24553+287 \mathrm{c}$

Felix M. Lasarte, Esq.

September 1,2016

## RECE FYTVUM

## VIA HAND DELIVERY

Mr. Julian H. Perez, AICP, CFM
Planning and Zoning Director
City of Doral
8401 NW 53rd Terrace
Doral, Florida
julian.perez@cityoldoral.com


Re: Sanctuary at Doral, LLC / Letter of Intent / Site Plan Approval / Folio No. 35-3028-007-0030 (the "Property")

Dear Mr. Perez:
Our office represents Sanctuary at Doral, LLC., (the "Applicant") in connection with this application to develop a mixed-use project at the above referenced Property. We are hereby submitting a site plan for approval by the City of Doral Council. This site plan allows for the development of 237 units and 29,400 square feet of retail ("the Project").

At the time of site plan approval, the Property will have a zoning of Community Mixed Use ("CMU"), which provides for a base density of 19 units per acre. We are seeking a density bonus of up to 25 units per acre for using creative excellence as outlined in Ordinance No. 201605. Our site plan also includes a density bonus for Work Force Housing of up to 32.5 units per acre, as outlined in Resolution No. 16-110.

The Applicant's Project meets all criteria for design excellence including but not limited to the following:
A. The Project has a sustainable design.
B. The Project contributes to art in public places.
C. The Project is designed to meet Silver Certification environmental design standards from LEED or equivalent green building standards.
D. The Project contains large recreational areas including a bike path, pocket park, and workout areas.
E. All retail uses front NW $41^{\text {st }}$ Street.
F. The Project has integrated the city's bike path into its design and is providing transit shelter at no cost to the city.

As part of this approval, we are seeking to modify our Master Development Agreement and pattern book to reflect the new unit count.

We look forward to meeting with you and your staff to review the site plan. As always, should you have any questions, please do not hesitate to contact our office.

Sincerely,
THE LASARTE LAW FIRM


Felix Lasarte

## EXHIBIT "B"



8401 NW 53 ${ }^{\text {no }}$ Terrace, Second Floor, Doral, Florida 33166 Tel. (305) 593-6630 Facsimile: (305) 593-6768 Website: cityofdoral.com
PUBLIC HEARING APPLICATION PLANNING AND ZONING DEPARTMENT
| Administrative Review Application

Piease check one:
X CITY COUNCIL
OFFICIAL USE ONLY
Application No.: $\qquad$
Date Received: $\qquad$
ADMINISTRATIVE REVIEW

## INSTRUCTIONS

This application, with all supplemental data and information, must be completed in accordance with the specific instructions in this application. Applications and all supplemental information must be filed no later than 60 days prior to the regular public hearing date.

APPLICATION
Please indicate which type of application you are submitting by checking one category below:

| Change in Zoning District |  | Plat |
| :--- | :--- | :--- |
| Variance |  | Entry Feature |
| Appeal of Decision | X | Site Plan |
| Conditional Use |  | Other |

IMPORTANT: THE APPLICANT, OR REPRESENTATIVE, MUST BE PRESENT AT THE HEARING TO PRESENT THE PROPOSAL.

Please print or type

| Name of Applicant, agent or tenant (with owner's affidavic) |  |  |  |
| :---: | :---: | :---: | :---: |
| Sanctuary at Doral, LLC |  |  |  |
| Mailing Address | c/o Felix M. Lasarte, Esq. The Lasarte Law Firm 3250 NE 1st Avenue, \#334 | City, State, Zip Miami, FL, 33137 |  Telephone <br> Fax $305-594-2877$ <br> Emall $305-594-2878$ <br> felix@lasartelaw.com  |
| Name of Owner |  |  |  |
| Sanctuary at Doral, LLC |  |  |  |
| Malling Address | Mr. Masoud Shojaee 3470 NW 82nd Street | $\begin{aligned} & \text { City, Sate, Zlp } \\ & \text { Doral, FL } 33178 \end{aligned}$ |   <br> Telephone $786-437-8658$ <br> Fax $786-437-8617$ <br> Emal:  |

## PROPERTY INFORMATION

A. LEGAL DESCRIPTION. (If subdivided - lot, block, complate name of subdivision, plat book and page numbers). If metes and bounds description - Complete description, including section, township and range).

Folio Number(s) 35-3028-007-0030

## Address See Attached Exhibit "A"

$\qquad$
FINISHED FLOOR ELEVATION (f applicable): $\qquad$ FLOOD ZONE: $\qquad$
B. ADDRESS (If number has been assigned)
C. SIZE OF PROPERTY $\qquad$ ft. $X$ $\qquad$ $\mathrm{ft}=$ $\qquad$ sq. ft: $\quad 7.29$ acre(s)
D. Provide legal description or address of any property held by the owner which is contiguous to that which is the subject matter of this application.

## See Attached Exhibit "A"

E. DATE SUBJECT PROPERTY WAS ACQUIRED_December 2014

## APPLICANT'S REQUEST:

Specify In full the request. (Use a separate sheet of paper If necessary.)
$\qquad$
See Attached "Letter of Intent"

## LETTER OF INTENT

Explain purpose of applitation, benefit(s) in the change and reasons why this application should be approved. Specify the exact nature of the use or operation applied for, together with any pertinent technical data, which will clarify the proposal. (Use a separate sheet of paper If necessary.)

See Attached "Letter of Intent"
$\qquad$
$\qquad$
$\qquad$
$\qquad$
$\qquad$

Is this application the result of a Notice of Violation or deviation from approved plans? y Yes X No
Are there any existing structures on the property? Yes X No
If so, what type? (CBS, Frame, Frame-Stucco, Wood, Other)
Any applications that involve an existing building must provide copy of the approved plans, plat, site plan approval or any prior zoning history. Plans that are not filed with this application will not be considered by the City of Doral.
All data and exhibits submitted in connection with this application become a PERMANENT PART OF THE PUBLIC RECORDS OF THE CITY OF DORAL.
The following enclosures where applicable MUST BE ATTACHED to complete the application:
A. $\quad X$ SURVEY OF PROPERTY: For vacant or improved property. Must be no more than one year old and sealed by a registered land surveyor. The Building and Planning Department may require a more recent survey if a site visit indicates any discrepancies. Survey must include, where applicable, lot lines, all structures, walls, fences, landscaping, and all physical improvements. All existing trees must be shown.
B. SITE DEVELOPMENT PLAN: Where applicable, plans shall show location and elevations of existing and proposed buildings, proposed additions, alterations and use of each; all dimensions of buildings and space between buildings; setbacks from property lines; proposed and existing off-street parking showing lined spaces, driveways, handicap spaces, compact spaces; a landscape plan that complies with the City of Doral Landscape Ordinance showing location of existing and proposed vegetation, landscaping (i.e. trees and hedges), number, height and species type. The plan shall also show wall and fence height, location and material. Prior ASPR or Site Plan Approval Resolution and plans must be submitted.
C. $X$ LETTER OF INTENT: A letter of intent must be filed explaining in detail the history of the property, prior approvals and the extent of the proposed project. Show how code criterion is met. Signature and address must be shown.
D. OTHER GOVERNMENTS/AGENCIES ENDORSEMENTS: All applicable DERM, Miami-Dade Fire Department, or the Miami-Dade Water and Sewer Department's endorsement must be submitted.
E. $\quad \mathrm{x}$ OWNER'S AFFIDAVIT: Owner's affidavit allowing the filing of an application is required on all applications where the applicant is not the owner of the property under consideration; same form allows posting of property.
F. TRAFFIC STUDY: A detailed traffic analysis considering the impacts of the proposed development on current level-of-service (LOS) standards in abutting (or nearby) roads and intersections.

## NOTE: SURVEYS, SITE DEVELOPMENT PLANS, LANDSCAPE PLANS MUST BE SUBMITTED AT STANDARD PLAN SIZE. AN APPLICATION WILL NOT BE CONSIDERED COMPLETE UNLESS 6 COPIES (AND A PDF) OF THE APPLICATION AND SUPPORTING DOCUMENTATION (FRONT AND BACK), APPROPRIATE PLAN DRAWINGS AND SURVEYS ARE SUBMITTED.

In support of this request, I submit the following additional items, which are attached hereto and made a part of this application:

35 MM Photo(s) (Mounted $81 / 2 \times 11$ )
Letters from Area Residents
Other $\qquad$

Please check only one of the following options:
$\chi$ FOR CITY COUNCIL PURPOSES
INWe understand that additional public hearifgs may be requirad-and any interested person may discuss the application with City staff to the same exten as the applicant. The application may change during the hearing process and additional public notices may affett the chedule of the hearings. If my/our appeal is denied, I/we must file an appeal to the Circuit Court within 30 days of the meeting.



I/We Masoud Shojaee / Sanctuary at Doral, LLC as Owner (s) of Lot (s) Tract F
Block $\qquad$ Section $\qquad$ PB/PG $111 / 53$
of property which is located at Folio No.: 35-3028-007-0030
desire to file an application for a public hearing before the $\mathbb{X}$ City Council $\square$ Administrative Review, and $I / W e$ do understand and agree as follows:

1. That the application for a variance will not be heard unless the applicant is present at the hearing.
2. The property will be posted with a sign, which must not be removed until after the public hearing, at which time the City staff will remove the sign. The applicant will be responsible for advertising the application and sending the mail out per section $\qquad$ -.
3. That the requirements of the zoning code, Miami-Dade County Ordinances, the South Florida Building Code, and other government agencies may affect the scheduling and ability to obtain/issue a permit for the proposal.
4. That the only exceptions to the zoning code are those that have been specified in the written application and any other code or plan issues will be corrected by modifying the plans to comply with the respective codes and ordinances of the City of Doral or Miami-Dade County ordinances.
5. That the applicant will be responsible for complying with all the conditions and restrictions imposed by the City Council or City Staff in connection with the request and will take the necessary steps to make the request effective if approved by the City Council or City Staff.
6. That it is the responsibility of the applicant to submit a complete application with all of the documents necessary for the City Council or City Staff to consider the applicant's request.
7. That the applicant is responsible for timely submission and accuracy of all items requested on the application. Any information submitted less than 45 days prior to a public hearing will result in being postponed to the next available hearing date. Legislative items must have all requested items submitted 30 days prior to hearing.
8. That the applicant is responsible for any additional fees which include but are not limited to mailing notices to surrounding property owners, advertising, outside consultant reviews, legal fees, surveys, and technical reports.

I/We as the owners of the subject property (check one):
x do hereby authorize Lasarte Law Firm / Felix Lasarte to act in my/our behalf as the applicant. will on my/our own behalf act as applicants), and make application/in connection with this request for a public hearing administrative review before the City Council or Cit//Staff.
 Date $\qquad$ Date $07 / 76 / 7016$


Notary Public State of Florida
Angela M Suarez
My Commission FF 113210 Expires 04115/2018

## DIECLOSURE OF NTEREST

If a CORPORATION owns or leases the subject property, list principal stockholders and percent of stock owned by each. [Note: Where princlpal officers or stockholders consist of other corporation(s), trust(s), partnership(s) or similar entilies, further disclosure shail be made to ldentfy the natural persons having the ultimate ownership interest].

CORPORATION NAME: Sanctuary at Doral, LLC.
NAME AND ADDRESS
Percantage of Stock
See Attached Exhibit "B"

If a TRUST or ESTATE owns or leases the subject property, llst the trust beneficiaries and percent of Interest held by each. [Note: Where beneficiaries are other than natural persons, further disclosure shall be made to identify the natural persons having the ulimate ownership interestl.

TRUST/ESTATE NAME:
NAME AND ADDRESS
Percentage of interest
N/A
$\qquad$
$\qquad$
$\qquad$
$\qquad$

If a PARTNERSHIP owns or leases the subject property, list the principals Inciuding general and limited partners. [Note: Where partner(s) consist of other partnership(s), corporation(s), trust(s) or similar enfities, further disclosure shall be made to identlfy the natural persons having the ultimate ownershlp interests].

PARTNERSHIP OR LIMITED PARTNERSHIP NAME: $\qquad$
NAME AND ADDRESS
Percent of Ownership N/A

If there is a CONTRACT FOR PURCHASE by a Corporation, Trust or Partnership, list purchasers below, including principal officers, stockholders, beneficiaries or partners. [Note: Where principal officers, stockholders, beneficiaries or partners consist of other corporations, trusts, partnerships or similar entities, further disclosure shall be made to Identify natural persons having ultimate ownership interests].

NAME OF PURCHASER:

NAME, ADDRESS AND OFFICE (if applicable)
Percentage of Interest
N/A

Date of contract: $\qquad$
If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership or trust:

NOTICE: For changes of ownership or changes in purchase contracts after the date of the application, but prior to the date of final public hearing, a supplementa/disclosure of interest is required.

The above is a full disclosure of all parties of interest in this application to the besfor my knowledge and belief.
Signature: Masoud Shojace / Sanctuary at Doral, LLC,
(Applicant)
Sworn to and subscribed before me this 26 day of JUly, 20/2. Affiant is personally known to me or has produced $\qquad$
 as identification.


My commission expires
"Disclosure shall not be required of: 1) any entity, the equity interests in which are regularly traded on an established securities market in the United States or another country; or 2) pension funds or pension trusts of more than five thousand ( 5,000 ) ownership interests; or 3 ) any entity where ownership interests are held in a partnership, corporation or trust consisting of more than five thousand ( 5,000 ) separate interests, including all interests at every level of ownership and where no one (1) person or entity holds more than a total of five per cent (5\%) of the ownership interest in the partnership, corporation or trust. Entitles whose ownership Interests are held in a partnership, corporation, or trust consisting of more than five thousand $(5,000)$ separate interests, including all interests at every level of ownership, shall only be required to disclose those ownership interest which exceed five (5) percent of the ownership interest in the partnership, corporation or trust.

## LEGAL DESCRIPTION:

TRACT "F" OF "EASTERN DORAL ACRES SECTION ONE SUBDIVISION" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 111, PAGE 53, OF THE PUBLIC RECORDS OF MLAMI-DADE COUNTY, FLORIDA.

## EXHIBIT B

## DISCLOSURE OF INTEREST

Sanctuary at Doral, LLC 3470 NW $82^{\text {nd }}$ Avenue, Suite 988

Doral, FL 33122
$100 \%$
$2 \%$
Masoud Shojaee Grantor Trust

Masoud Shojaee \& Maria Lamas Shojaee as tenants by the Entirety



# Exhibit "C" <br> Sanctuary Site Plan <br> Approved November 2, 2016 

-9-


## RESOLUTION No.17-45


#### Abstract

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A SETTLEMENT AGREEMENT, IN SUBSTANTIALLY THE FORM PROVIDED, WITH SANCTUARY AT DORAL, LLC IN RESOLUTION OF SEVERAL LAWSUITS INVOLVING THE CITY'S DENIAL OF SANCTUARY AT DORAL, LLC'S WORKFORCE HOUSING APPLICATION; AUTHORIZING THE CITY MANAGER TO EXECUTE THE SETTLEMENT AGREEMENT, SUBJECT TO APPROVAL BY THE CITY ATTORNEY AS TO FORM AND LEGAL SUFFICIENCY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE


WHEREAS, Sanctuary is the owner of a certain $7.3 \pm$ acres parcel of real property, generally located on the south side of N.W. $41^{\text {st }}$ Street between theoretical N.W. $94^{\text {th }}$ and $95^{\text {th }}$ Avenues, Doral, Florida (Folio \# 35-3028-007-0030) (the "Property"); and

WHEREAS, in April and August of 2016, the City approved, respectively, applications submitted by Sanctuary amending the Comprehensive Plan Future Land Use Map designation for the Property from the Office Residential future land use category to Community Mixed Use future land and rezoning the property from Industrial Commercial District to the Community Mixed Use District, both of which permit a base residential dwelling unit density of 138 units (19 units per acre) as-of-right; and

WHEREAS, pursuant to Sections 67-707 and 68-708 of the City's Land Development Code (the "Code"), Sanctuary submitted a "Master Development Agreement" and "Conceptual Site Plan" for the Property establishing a mixed-use project which generally contained 138 residential dwelling units and 30,000 square feet of retail uses (the "Project"); and

WHEREAS, in 2016, the City amended its Comprehensive Plan and its Code to create an incentive for the development of workforce housing in the City, specifically
authorizing a "Density Bonus," whereby property owners would be able to develop additional residential units above the base density for a given property provided that a percentage of same would be restricted to individuals of certain median household income; Ordinance 2016-13 was codified in Chapter 74 of the Code as Article XVII "Workforce Housing" (the "Workforce Housing Ordinance"); and

WHEREAS, pursuant to the Workforce Housing Ordinance, Sanctuary submitted an application for the Density Bonus of thirty percent (30\%), which represented an increase of fifty-five (55) additional units for the Project-the maximum amount provided under the Code, proffering thirty-seven (37) as the required, rent-controlled workforce housing units (the "WFH Application"); and

WHEREAS, on September 28, 2016, the City Council at duly-notice quasi-judicial public hearing denied the WFH Application; and

WHEREAS, in October of 2016, the City Council at a duly-noticed, quasi-judicial public hearing approved Sanctuary's site plan for the Project (the "Site Plan"), which included a base density of 138 residential dwelling units and bonus units provided through the City's Creative Excellence provisions of the Code, for a total of 182 residential dwelling units; and

WHEREAS, thereafter, Sanctuary timely filed a Protective Petition for Writ of Certiorari, appealing the City Council's decision on the WFH Application (Case No. 16409 AP), and a Request for Relief under the Florida Land Use and Environmental Dispute Resolution Act, as well as a Complaint for Declaratory and Injunctive Relief and Companion Complaint for Writ of Mandamus (Case No. 16-027994-CA-01), all requesting
a reversal of the City's denial, and a subsequent approval of, its WFH Application (collectively the "Litigations"); and

WHEREAS, the City and Sanctuary wish to avoid the expense, delay, and uncertainty of lengthy litigation and to resolve amicably the Litigations, agreeing it is in their respective mutual best interests to enter into this settlement agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. The Settlement Agreement with Sanctuary at Doral, LLC, in substantially the form provided in Exhibit " $A$ ", which is incorporated herein and made a part hereof by this reference, is hereby approved. Pursuant to an express condition subsequent of the Settlement Agreement, a public hearing of the City Council considering a revised Project Site Plan, which is an exhibit to the Settlement Agreement, shall occur no more than thirty-five (35) days from the date of the approval of this Resolution.

Section 3. Authorization. The City Manager is hereby authorized to execute such agreements and other contractual documents, subject to approval by the City Attorney as to form and legal sufficiency, as may be necessary to accomplish the objectives of the Settlement Agreement.

Section 4. Implementation. The City Manager, City Clerk, and City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

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

| Mayor Juan Carlos Bermudez | Yes |
| :--- | :---: |
| Vice Mayor Pete Cabrera | Yes |
| Councilwoman Christi Fraga | Yes |
| Councilwoman Claudia Mariaca | Yes |
| Councilwoman Ana Maria Rodriguez | Yes |

PASSED AND ADOPTED this 8 day of March, 2017.

## ATTEST:



CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFIENCY FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

## DORAL SANCTUARY

PROJECT LOGATED AT:<br>DORAL, FLORIDA<br>FOR:<br>SHOMA GROUP





Grand Toatil Provided




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HANDICAP VAN PARKING




TRANSIT SHELTER

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IP-25EX 17355
SIGN DETAIL

STRUCTURE PARKING DETAILS










(1) WEST BUILDING ELEVATION

(3) RETAIL ELEVATION


BUILDING ELEVATIONS












Typical Plant Spacing


Small Tree Planting Detail


Palm Planting Detail

$\qquad$



STREET TREES (NW 41ST ST): 11 TREES REQUIRED, 11 TREES PROVIDED



Large Tree Planting Detail


Notes:
Nutes
2nis
Typical Root Barrier Detail

SPECIAL INSTRUCTIONS

 ALL SOD AREAS AS INDICATED ON THE PLANTING
PLAN SHALL RECIIE STENOTAPHRUM PLAN SHALL RECEIVE STENOTAPPRUM
SEOUNATMM, AUGSTTN PAMETTO SOLID SOD. IT SHALL BE THE RESPONSIBLITTY OF THE
LANSSCAPE CONTRACTOR TO INLIUE IN THE BID


## NOTES:

ALL SOD AND LANDSCAPE RECEIVE 100\%
COVERAGE FROM AN IRRIGATION SYSTEM USING AN APPROVE

 CURBING SH.
SAID CURB.

## NOTES:

general planting requirements
ALL SIZES SHOWN FOR PLANT MATERIL ON THE PLANS
ARE TO BE CONIIDERED MINIMUMM. ALL PLANT MATERAL MUST MEET OREXCEED THESE MINILUMM REQUIREMENTS FOR BOTH HEIGHT AND SPREAD. ANY OTHER
REQUIREMENTS FOR SPECIFIC SHAPE OR EFFECT AS REQUREMENS FRR SPECIIII SHAPE OR EFFECT AS
NOTTD ON THE FLAN(S) WLL ALSO BE REQUIRED FOR FINAL ACCEPTANCE
ALL PLANT MATERIAL FURNISHED BY THE LANDSCAPE
CONTRACTOR SHALL BE FLORIDA\#1 OR BETTER AS ESTABLISHED BY "GRADES AND STANDARDS FOR FLORID
NURSERY PLANTS" AND "GRADES AND STANDARDS FOR
 NSTALLED AS PER CSI SPECCIFICATIONS.
ALL PLANT MATERIL AL AS INCLUDED HEREIN SHALL BE
WARRANTIDEBY HHE LANSCAPE CONRCTTR FOR A
 FOR 12 MONTHS, ALL SHRUSS VINES, GROUNDCOVERS
AND MISCELLANEOSS PANTING MATERALS FRR 9O DAY
 AND ALL LAWN AREA
ACCEPTANE BY HTH
REPRESANTATVE.
ALI PLANT MATERRAL SHALL BE PLANTED IN PLANTING
SOIL HAT IS DELIVERED TO THESTIE IN A CLEAN LOOSE
 DRAINED CHARACTERISTIC. SOIL MUST BE FREE OF ALL
ROCKS, STICKS, AND OBJECTIONABLE MATERIAL


TWELVE INCHES (12") OF PLANTING SOIL 5050
SANDTOOSOL MIXIS REQURD AROND AN BENEATH
SNO
 ALL LANDSCAPE AREAS SHALL BE COVERED WITH
 MULCH TO A MINMUM DEPTH OF THREE NCHES (3") OF
COVER WHEN SETTLED. AFOUR-NCH CLEAR SPACE MUS
 K MULCH SHALL NOT BE USED.

 TOP OF THE PLANT BALL
SURROUNING GRADE.
ALL LANDSCAPE AND LAWN AREAS SHALL BE IRRIGATED
BY AULLY ATOTOMTCSRRNKLER
TSTEM ADUSTED
 PER MANUFACTURERS SPECIFICATIONS AND
PERFORMANCE STANDARDS UTLIING A RUST FREE
 WITH A RAIN SENSOR.
IT IS THE SOLE RESPONSIBLITY OF THE LANDSCAPE
COTRTRCTR TO INSURE THAT ALL NEW PLANTINGS
ONGACOR




 COMPLETEFERTIIIERECONTANING THEREQURIRED
MINMUM OF TRACE ELEMENTS IN ADDITION TO N-P-K, O
 CONTRACTORS ARE RESPONSIBLE FOR COORDINATING
WITH THE OWNERS AND APPROPRIATE PUBLIC AGENCIES TO ASIIST IN LOCATIN AND VERFIFING ALL
UNOERGROUND UTLITIES PRIOR TO EXCAVATION.
ALL IDEAS DESIGNS AND PLANS INDICATED OR
REPRESENTED BY THIS DRAWING ARE OWNED BY AA REPRESENTED BY THIS DRAWING ARE OWNED BY AND
ARE THE EXCLUSIVE PROPERTY OF ARCHITECTURAL ALLIANCE LANDSCAPE,
THE PLAN TAKES PRECEDENCE OVER THE PLANT LIST.
$\square$

and





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valves


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 Sole











fnna Acceptance




Muncu $M$ Ecomeverid



C. Checek emotec contol valve to enarere proper pepartion.
.. Check setting on presesure reseultore to verity proper seting, if present

F. Choock tor loads - modinae





H. Check controlefef/c.c.u. qround for resistance ( 10 ohms or less) once per yeor. Check rain shut-off device monthly to ensure it functions proferily.
Inspect al fillers monthly ond deen/repoirfreplice os neeciod.
 Inspect oil vilue boxes to ensure they ore in good condtition, Ids ore in ploce

N. Check ond dean intake screens on oll suction lines quarterly, ot minimum. Clean

P. Conduct araditional inspections, maintenance tosks, etc. thot ore porticuller for

Soil Moisture Senso

1. Place oll soil moisture sensor wiring in $1^{\prime \prime}$ SCH 40 PVC conduit
2. Soil moisture sensor should be placed in the middle of a spray or drip
area os per manuicacturer's recommendations.





|  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Dosation | smmo | ${ }_{\text {avg }}$ | max | min |  |  |
|  | + | 296 | 4.96 | 1.14 |  |  |
| cen |  |  |  |  |  |  |




Electrical Light Fixture Cut sheets



Lighting Photometric Study SITE PLAN - Partial North


Lighting Photometric Study

## SITE PLAN - Partial South

## Doral Sanctuary



## PATTERN BOOK

APRIL 29, 2016
REV MARCH 23, 2017

SHOMA GROUP
3470 NW 82ND AVE
Suite 988
Doral, FL 33122

ARCHITECT
MSA ARCHITECTS INC.
7695 SW 104th Street
Suite 100
Miami, FL 33156
Phone: 305.273.9911
14.14

LANDSCAPE ARCHITECT
ARCHITECTURAL ALLIANCE
612 SW 4TH AVE
Fort Lauderdale, FL 33315
Phone: 954.764.8858

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## Doral Sanctuary

## SECTION 1

GENERAL PROJECT INFORMATION

## Doral Sanctuary

Doral Sanctuary complies with the following policies in the City of Doral's Comprehensive Master Plan :

Policy 2.1.9: Work toward correcting the current over- abundance of industrial use in the city by considering and proposing land use changes in the future that will create a balanced land use mix, more typical of healthy, thriving cities.

The development of Doral Sanctuary is a conversion of an Industrial land use to a Community Mixed Use encouraging a more balanced land use mix and a healthier thriving community city.

Policy 4.1.8: Increase the residential potential within the City by allowing the conversion of industrial land to downtown and community mixed use in designated areas of the adopted Future Land Use map.

The transformation of this property from an Industrial land zoning use to a Community Mixed allows the proposed development " Doral Sanctuary". To increase the residential potential within the city. The intergration of retail satisfies the mixed use requirement.

Policy 5B.2.1: Continue to coordinate with Miami-Dade County WASD to ensure that adequate facility capacity will be available to serve development concurrent with the demands for such facilities.

Doral Sanctuary will meet the County requirements to ensure adequate facility capacity for the development.

Policy 5C.1.4: Storm water runoff from development shall not adversely impact
 storm water storage capacity of adjacent lands, identified conservation areas, or downstream surface waters.

Doral Sanctuary will be in accordance with the County Storm water management requirements with no adverse impact to adjacent properties or areas downstream from the development.

Policy 7.1.6: Provided a variety of recreational opportunities for the City's diverse community and ensure accessibility to recreational facilities.

Doral Sanctuary will offer a variety of recreational activities for the community as well as it'residents, visitors, and retail users.
Policy 7.1.8: Provide appropriate lighting, parking, and security for the safety of the citizens.
Doral Sanctuary will provide adequate parking and appropriate level of site lighting and security.
(1) Urbanism.
a. The project shall contribute to creating a neighborhood that is diverse, compact and pedestrian friendly.

Doral Sanctuary creates a neighborhood that is diverse, compact and pedestrian friendly through the integration of two (2) public plazas fronting the retail components that are fronting NW 41st Street. The designs of the parking garage and the residential building are tucked behind the retail and provide multiple pedestrian friendly access points throughout the site. A bike path along the west side of the development is integrated to connect from NW 41st Street south to Dressel's Canal.
b. The project shall create opportunities for daily living activities within walking distance.

The retail center, as well as, the dog park, tot lot, pool recreation area, and soccer field among other activities at the Doral Sanctuary provides enhanced activities for its user within walking distance.
c. The project shall include a civic and/or cultural component reinforcing the community identity.

The civic and cultural components of the Doral Sanctuary include the Art in the Public Places that is proposed in the Plazas in front of the retail areas. The cultural functions in the City of Doral shall be identified through the integration of a $5^{\prime} \times 7^{\prime}$ informational kiosk adjacent to the beautification easement along NW 41st Street. This kiosk shall also have its lighting powered through solar PV cells mounted on the roof of the kiosk. This design element furthers the commitment to providing conspicuous sustainable technologies for the development while also serving as an educational element to provide information to the community.
d. Within one-quarter ( $1 / 4$ ) mile of major intersections (section line and half section line roads), buildings six (6) stories or higher are strongly encouraged in order to preserve as much of the site as possible for ground level spaces and activities, improved plazas, active and passive recreation, community agriculture and leisure.
The building levels for the residential spaces towards Dressel's Canal meet six stories in order to preserve as much of the site as possible for ground level spaces and activities. The active Plazas shall attract the community not only to the retail spaces, but also for the cultural weight added to it with their Art in Public Places.
(2) Design excellence.
a. Design and material must be selected that fit with South Florida's natural and urban climate. Building architecture shall be creative and distinctive with site development incorporating sustainable design concepts. Buildings fronting on public streets shall have an inviting frontage conducive to pedestrian interaction and activities with no expanse of solid wall surface greater than sixteen (16) feet in length unbroken by a functional window or doorway or other appropriate design feature such as a green wall and wall artwork.
South Florida's natural and urban climate is accommodated with the materials the Doral Sanctuary shall provide. The project is creative and distinctive with site development incorporating sustainable design concepts. The project provides an inviting frontage conducive to pedestrian interaction and activities with no expanse of solid wall surface greater than sixteen feet in length unbroken by a functional window or doorway or other appropriate design feature such as a green wall and wall artwork.
b. Materials must contribute to the longevity of the project.

Doral Sanctuary shall provide long lasting materials extending the lifespan of the project.
c. In addition to the requirements of the City's Art in Public Places Ordinance, the project shall proactively contribute to the encouragement of public art in some manner and by incorporating at least one (1) significant piece of outdoor artwork clearly visible from each adjacent and/or interior public street.
The project, Doral Sanctuary, shall be proactive in the encouragement of public art and shall incorporate a significant piece of outdoor artwork clearly visible form each adjacent and/ or interior public street.
d. The project must demonstrate innovation with respects to architecture, green design, landscaping and urban form. All buildings shall be designed and constructed to the meet, at a minimum, the 'LEED Silver' building standard or an equivalent standard of another recognized green building rating certification approved by the Building Official. Owner will install and maintain well-designed landscaping in rights-of-way and easements abutting all internal and adjacent public and private streets to the project at no cost to the City. The landscaping plan for these areas must be approved by the public agency with ownership of the subject right-of-way or control of the easement use.
Doral Sanctuary demonstrates innovation with respects to architecture, green design, landscaping and urban form. All buildings to be constructed to minimum 'Leed Silver' building standard or an equivalent standard of another recognized green building rating certification approved by the Building Official. The landscaping installed at all the rights-of-way and easements abutting all internal and adjacent public and private streets shall be integrated to the project at no cost to the City. Landscaping shall be approved by the local public agency.
e. Project shall contain recreation, health and fitness (RHF) areas equal in size to at least fifty percent (50\%) of the City's park acreage
level-of-service standard, and a minimum of one-half $(1 / 2)$ of this area must be located outside. The outside area is over and above the minimum open space requirement contained in the City Code for the applicable zoning district. RHF features may include, but are not limited to, greens roofs, community gardens, swimming pools and fitness centers.
In addition to the public plazas, the project, "Doral Sanctuary", shall include but are not limited to an indoor recreation facility/clubhouse with fitness center, game room, an outdoor pool and recreation area, passive courtyards, tot lot, dog park, a dedicated public bike path and pocket park to meet the City's park acreage level-of-service standard. These areas equal approximately 76,000 sf.
f. If a project contains retail uses, they must be located on, and serve to activate, the public street frontage.

The project has located all retail uses along the public street (NW 41 st Street) and provides additional active public street frontage by the incorporation of its Plazas to allow for additional outdoor retail uses to activate the street frontage.
g. Projects shall utilize Low Impact Development design principles and standards in compliance with City Code Section 74-881.

The project has been designed to exceed the landscape and open space requirements for the site by approximately 1 acre. With that overage, the development is incorporating a large nature preserve area along south edge of the property fronting the shared use path along the canal. This preserve shall provide native vegetation and a bio swale that will serve as stormwater control as well as enhanced landscape features for the site. The development shall also provide and informational plaque at this location along the shared use path to educate the users in this unique sustainable design element and its benefit to the environment. In addition, there is a large retention area provided on the site as depicted on the site plan (SP-1 and LP-1) as well as on the preliminary paving \& drainage plans by the civil engineer. This design element shall also serve to provide a distributed control of stormwater for the site.
Pursuant to sustainable design principles and to the best of our ability, we are proposing to implement certain site design practices as follows:

- Reduce pollution from construction activities by controlling soil erosion, and waterway sedimentation.
- Assess site conditions before design to evaluate sustainable options and inform related decisions about site design as depicted in the site plan submitted herin.
- Create expansive exterior open space(s) that encourages interaction with the environment, social interaction, passive recreation, and physical activities as depicted in this site plan.
- Reduce runoff volume and improve water quality.
- Increase night sky access, improve nighttime visibility, and reduce the consequences of development for wildlife and people.
- Provide residents, staff and visitors with the health benefits of the natural environment by creating outdoor places of respite as depicted in this site plan.
(3) Scale, connections and context.
a. The project must integrate into the existing neighborhood by providing vehicular, bicycle and pedestrian connections. At no cost to the City, dedicate rights-of-way and/or easements, and construct bicycle and/or pedestrian facilities contained in approved City plans to be located within or abutting the project. Facilities located on an easement or right-of-way dedicated by the property owner shall be properly maintained by the owner at no cost to the City.
Doral Sanctuary provides vehicular connections to all parking facilities proposed for the development. In addition to the vehicular connections and at no cost to the City, the development shall also provide a shared use path that is $20^{\prime}$ wide bordering the south and west property boundaries which connects to NW 41 st Street. The proposed shared use path shall contain an $8^{\prime}$ wide continuous bike/pedestrian bath with continuous landscaping and a pocket park with seating along the canal at the southeastern edge. These facilities shall be provided as an easement or right-of-way dedicated by the property owner and shall be properly maintained by the owner at no additional cost to the City.
b. The project must incorporate opportunities for public transportation enhancement and connections. At no cost to the City or Miami-Dade County, dedicate easements and right-of-ways, as necessary, and/or construct and maintain a spacious, lighted, weather-resistant and architecturally pleasing transit and/or trolley shelter at or near the subject project, if requested by Miami-Dade Transit or the City of Doral, and provided site conditions allow for proper shelter placement.
At no cost to the city the project, "Doral Sanctuary", shall incorporate a $15^{\prime} \times 7.5^{\prime}$ transit shelter with gracious overhangs to shield from inclement weather. The transit shelter easement shall extend $5^{\prime}$ beyond the shelter footprint at no larger than $25^{\prime} \times 17.5^{\prime}$. In addition to the shelter and easement, a bus pull off will be provided for this stop. Refer to the site plan exhibits contained in this pattern book for configuration and location. The design shall meet the City's design standards for such shelters as depicted in the City's Doral Boulevard Master Plan (DBMP) or be consistent in style with the proposed architecture for the development. The shelter shall be located on NW 41 ST Street and the design shall be approved by City Council.
c. The overall scale of the development shall be consistent with the existing land use patterns or future land uses for the neighborhood.

The project, "Doral Sanctuary", shall be consistent with the existing land use patterns or future land uses for the neighborhood.
d. To the greatest extent possible, the project shall connect to the existing ecology, and provide for logical interconnections.

The project, "Doral Sanctuary", shall connect to the existing ecology, and provide for logical interconnections.
e. Any roadway, transit, and/or beautification rights-of-way or easements to be dedicated shall be without cost to the City.

The developer shall at no cost to the City, dedicate and/or provide the necessary/required easements as depicted in this Pattern Book. Consistent with the Doral Boulevard Street Beautification Master Plan, a twenty-four ( $24^{\prime}$ ) wide Beautification Easement shall be provided along the entire property frontage along NW 41 st Street (Doral Boulevard). This easement shall contain an eight ( $8^{\prime}$ ) public sidewalk and incorporate attractive hardscape features and landscaping, as, approved by the City.

The Doral Sanctuary Development site is located in the southeast of the intersection of Doral Boulevard and 97th Avenue. The front of the lot faces the Doral Boulevard and the rear the Dressel's canal. Due to its location, the project's intention is to enhance the Doral Boulevard in accordance with the patterns established in the Doral Boulevard street beautification master plan, as well as to connect to the waterway as a recreational greenway. The development consists of a mixed use community which encourages the interaction in public spaces by its residents and visitors. The integration of commercial, residential, and services zones is achieved by dividing the development's uses in three cores.

The first layer of the development consists of the retail spaces which are lining the street frontages onto the sidewalks of the Doral Boulevard, as well as, to the proposed main pedestrian and vehicular access to the development. Doral Sanctuary proposes to extend the use of pavement patterns in the sidewalks throughout the area, providing the corridor with a different character to enhance its identity. Doral Sanctuary development proposes an open plaza outdoor space in lieu of a continuous colonnade. Open plazas are incorporated adjacent to the retail areas to encourage pedestrian connectivity through the site. Also they provide an outdoor area where public art can be appreciated by the visitors and neighbors. The monument sign has been designed as per the parameters provided in the Doral Boulevard Master Plan. The project provides a transit easement for a bus shelter selected as per the Doral Boulevard Master Plan. These features will provide interest for the pedestrian and vehicle driver, a sense of location, and an overall sense of design. The signs on the retail spaces will be designed as per the signage specifications in the Doral Master Plan. Signage in the storefront should be oriented towards the pedestrian. The signs should not be larger than 3 square feet in area with a maximum letter height of 6 inches, and a minimum clearance of 7 ' -6 " to the bottom above the sidewalk. The façade of the retail spaces will be articulated to incorporate breaks in the wall. No single wall plane shall exceed 60 feet in length.

The second layer houses the parking and service core which is located behind the retail buildings fronting the boulevard. The location is between the retail and the residential units in order to support both visitors and residents of the Doral Sanctuary Development. The location facilitates vehicular access to the development and prevents vehicles to access the residential core. The entrances to the garage can be accessed from the primary and secondary access points.

The residential core is located further away from the Doral Boulevard. The apartment units are arranged in a u-shape parti to create a private courtyard which houses the resident's pool area. The clubhouse and amenities are positioned strategically in the site to promote pedestrian circulation for the residents. The apartment units are surrounded by pedestrian paseo in the recreational greenway which connects to the Dressel's Canal bank.

The quality of semi-urban spaces within the project demonstrates the compliance of the Doral Sanctuary to the planning component of the Doral Master Plan. Outdoor spaces are furnished as per the Master Plan parameters. The Lighting fixtures, benches, trash receptacles, tree grates, planters \& bus shelters have been selected from the list of possible options in the master plan. The Doral Sanctuary accommodates the use of bicycle through the site. An added bike path that connects to the existing bike path in the Dressel's canal bank to Doral Boulevard has been provided.

The quality and placement of the landscape areas in comparison to the building structures within the site demonstrates compliance to the landscape architectural component. A $10^{\prime}$ wide landscape buffer shall be provided on the perimeter on the property. Doral Sanctuary environmental standards are accomplished by providing bicycle racks or storage, the use of energy efficient features in window design, the use of operable windows in the residential units, installation of energy-efficient appliances in the residential units, reduced the coverage of asphalt by providing parking garages in lieu of surface parking, the usage of LED lighting, planting native trees, and provision of structural shading. Doral Sanctuary development shall provide minimum 'Leed Silver' building standard or an equivalent standard of another recognized green building rating certification approved by the Building Official.

# Doral Sanctuary 

AERIAL \& PHOTOGRAPHS OF EXISTING BUILDINGS



View 1


View 2


View 3
MIAMI DADE COUNTY EMERGENCY MANAGEMENT DORAL BLVD


View 4
UNIVISION NETWORK AT DORAL BLVD


MC DONALD'S AT DORAL BLVD

## Doral Sanctuary



City of Doral


## Planning \& Zoning Department

## Aerial Zoning Map

## Legend

| Roads | Office 2 (O-2) | Industrial Commercial (IC) |
| :---: | :---: | :---: |
| Single Family 1 (SF-1) | Office 3 (O-3) | Industrial (I) |
| Single Family 4 (SF-4) | Traditional Neighborhood Development (TND) | Industrial Restrictive (I-R) |
| Single Family 5 (SF-5) | Community Mixed Use (CMU) PROJECT | Institutional Public Facility (IPF) |
| Multi Family 1 (MF-1) | Downtown Mixed Use (DMU) SITE | General Use (GU) |
| Multi Family 2 (MF-2) | Planned Unit Development (PUD) | Conservation (CONSERV) |
| Multi Family 3 (MF-3) | Neighborhood Commercial (NC) | Water |
| Multi Family 4 (MF-4) | Corridor Commercial (CC) | Map desligned by: Roger Mranda 7/20/2012 |

## Doral Sanctuary



City of Doral


Future Landuse Zoning
RAC UCBD
DMU_Op_area
LandUse
Business Office (BO)
Dornmunity Mixed Use (CMU) Design District
Downtown Mixed Use (DMU)
Environmentally Protected Parks (EPP)
Estate Density Residential (EDR)
Expressway Right of Way (EXPY)
High Density Residential (HDR)Industrial (IND)
$\square$ Institutional and Public Facility (INST)
$\square$ Low Density Residential (LDR)
$\square$ Medium Density Residential (MDR)
$\square$ Moderate Density Residential (MoDR)
Office ( 0 )
$\square$ Office Residential (OR)
$\square$ Private Park (PrivPark)
Public Park (PubPark)
Restricted Industrial (RIO)
$\square$ Traditional Neighborhood Development (TND)
Parcels
Parcel

Doral Sanctuary

SECTION 2
SITE ANALYSIS

| SITE INFORMATION |
| :--- |
| Site Area: Approx. 7.3 acres $(318,247$ sf) |
| Zoning: PUD/CMU |
| Land Use: CMU |


| REGULATORY GUIDELINES |  |  |
| :---: | :---: | :---: |
| DENSITY |  |  |
|  | DU/acre | \# Of Dwelling Units |
| Base Density (Base) | 19 DU/acre | 138 DU |
| Creative Excellence (CE) | $6 \mathrm{DU} / \mathrm{acre}$ | 44 DU |
| Workforce Housing (WF)(Max. 30\% Bonus)* | $6 \mathrm{DU} / \mathrm{acre}$ | 44 DU |
| TOTAL | 31 DU/acre | 226 DU |
|  |  |  |
| Setbacks | Allowed | Provided |
| Front (NW 41st St) | $25^{\prime}$ | 25'-0" |
| Rear | $25^{\prime}$ | $25^{\prime}-0^{\prime \prime *}$ * Note 1 |
| Int Side | $20^{\prime}$ | $25^{\prime}-0^{\prime \prime *}$ Note 1 |
|  |  |  |
| *Note 1: Balconies/porches allowed to encroach up to 5' |  |  |
| Building Height | Allowed | Provided |
|  | $100^{\prime}$ (9 Stories) | Six Stories * Note 2 |

* Note 2: Building height not to exceed Six (6) stories and a maximum of $75^{\prime}$ height to top of main roof slab. Parapets, mansord roofs and other architectural non habitable building projections shall be allowed and shall not to exceed $20^{\prime}$ above main roof

| Max. Allowed Floor Area Ratio (FAR)-Per IC: | Allowed | Provided |
| :---: | :---: | :---: |
| Level 1 |  |  |
| Residential Bullding |  | 40,287 5 f |
| Retail |  | 26,099 sf |
| Clubhouse |  | 3,605 st |
| Sub-Total | 3.65 acres (0.5) | 1.60 acres (0.22) |
|  |  |  |
| Level 2 |  |  |
| Residential Building |  | 41,098 si |
| Clubhouse |  | 2,805 st |
| Sub-Total | 1.825 acres (0.25) | 1.01 acres (0.13) |
|  |  |  |
| Level 3-6 |  |  |
| Residential Building |  | 41,098 st |
| Sub-Total | 1.825 acres (0.25/flr) | 0.94 acres (0.13) |
|  |  |  |
| Grand Total (Based on 6 stories) | 12.78 acres (1,75) | 6,37 acres (0.87) |


| Landscape Open Space *Note3 | Min. Required | Provided |
| :--- | :---: | :---: |
| *Note 3: Per CMU Land Use | $15 \%(1.095$ acres) | $15 \%(1.095$ acres) |
|  |  |  |
| Add'I City's Park LOS Standard $=\mathbf{4 . 2 5} \mathbf{~ a c} / \mathbf{1 0 0 0}$ population | 1.44 acres | 2.73 acres |
| Formula: $678 / 1000(4.25$ acres)(.5) |  |  |



| Unit Breakdown |  |  |  |  |
| :--- | :---: | :---: | :---: | :---: |
|  |  |  |  |  |
| Type of Unit | 1 Bd | 2 Bd | 3 Bd | Total |
|  | 102 units | 102 units | 22 units | 226 units |
| $\%$ of total | $45 \%$ | $45 \%$ | $10 \%$ | $100 \%$ |


| Dwelling Unit Areas |  |
| :--- | :--- |
| 18d $\quad$ @ $600 \mathrm{sf}-850 \mathrm{sf}$ |  |
| $28 d$ | @ $850 \mathrm{sf}-1195 \mathrm{sf}$ |
| 38d $\quad @ 1200 \mathrm{sf}$ \& greater |  |


| Off-Street Parking Standards per Pattern Book ${ }^{*}$ |  |  |
| :---: | :---: | :---: |
| *-Standards will be addressed prior to site plan opproval. |  |  |
| Residential |  |  |
| $180 @ 1.75 \mathrm{sp} / \mathrm{DU}$ | 102 units | 179 sp |
| 2BD@ 2 sp/DU | 102 units | 204 sp |
| 3BD @ 2.25 sp/DO | 22 units | 50 sp |
| Sub-Total | 226 units | 432 sp |
| Visitor @ 10\% of the required parking |  | 43 sp |
| Residential Total |  | 475 sp |
|  |  |  |
| Non-residential |  |  |
| Retail @ 1sp/250 GFA | 19,717 sf | 79 sp |
| Restaurant @ 1sp/45 Patron Area ( 7,225 GSF) | 5,060 sf | 112 sp |
| Leasing Office @ 1sp/300 GFA | 980 sf | 4 sp |
| Non-Residential Total |  | 195 sp |
|  |  |  |
| Grand Total Required |  | 670 sp |

## Doral Sanctuary



## Doral Sanctuary



## Doral Sanctuary


(1) Northwest View

(2) Southwest View

## Doral Sanctuary



## Doral Sanctuary

## Memorandum



A review has been completed of the Traffic Circulation Plan for the Doral Sanctuary project prepared by Ballbe \& Associates dated June 20, 2016. Miami Dade County Traffic Engineering is in agreement with the curb cuts, striping (including bus only bay on NW 41 ${ }^{\text {st }}$ Street), and the ingress/egress as shown on the plans.

Should you have any questions or need additional information, please do not hesitate to contact our office at (305) 375-2030.

## Doral Sanctuary

TRAFFIC CIRCULATION PLAN


## Doral Sanctuary

STREET SECTIONS GUIDELINES


## Doral Sanctuary

STREET SECTIONS GUIDELINES


## Doral Sanctuary

Open areas provide an outdoor space for use by residents and visual relief to the built environment. Open space should be design to allow for use of residents. Elements to be included in open space design include but are not limited to bike racks, lighting, garbage cans and park benches. Open space elements shall be coordinated with the architectural character of each pod to create a harmonious neighborhood.


## Doral Sanctuary

Open areas provide an outdoor space for use by residents and visual relief to the built environment. Open space should be design to allow for use of residents. Elements to be included in open space design include but are not limited to bike racks, lighting, garbage cans and park benches. Open space elements shall be coordinated with the architectural character of each pod to create a harmonious neighborhood.


BUS SHELTER


PUBLIC INFORMATION KIOSK ( $5^{\prime} \times 7^{\prime}$ )
(STYLE TO BE APPROVED AT TIME OF SITE PLAN APPROVAL SOLAR POWERED LIGHTING)


## Doral Sanctuary

## SECTION 3

## ARCHITECTURAL DESIGN GUIDELINES

Retail/ Commerical

## Doral Sanctuary

RETAIL /COMMERCIAL DESIGN GUIDELINES

Retail / Commercial buildings may include retail, entertainment, office, and fitness center. Covered entrances, awnings, arcades, balconies and roof overhangs should be integrated into the architecture for pedestrian experience and comfort. Public plazas and landscaping should be provided as an integral ground floor public experience.


## Doral Sanctuary



## Doral Sanctuary





## Doral Sanctuary



## Doral Sanctuary

## SECTION 4

## ARCHITECTURAL DESIGN GUIDELINES

Residential /Multifamly

## Doral Sanctuary

ARCHITECTURAL DESIGN GUIDELINES

## Facade Treatments

Exterior facades shall generally incorporate but not limited to glass, aluminum, metal cladding, and shall provide contemporary color accents. Buildings shall have architectural features and patterns that provide visual interest from the pedestrian perspective. Facades shall be designed to reduce the mass/ scale and monotonous appearance of repetitive walls.


## Doral Sanctuary

## Doors, Windows \& Storefronts

Windows of various proportions, shall be considered. Windows shall be made of painted metal or anodized aluminum frame. Glass may be clear or lightly tinted. Doors shall be at least 50\% transparent, which shall count towards the overall transparency requirement. A variety of storefronts with windows adds vitality \& visual transparency to the public plazas.


## Doral Sanctuary

ARCHITECTURAL DESIGN GUIDELINES

## Balconies, Awnings \& Canopies

Balconies are encouraged for upper level residential units as well as porches \& stoops at ground floor units. Railings shall be designed to provide visibility. The types of railings systems can be metal mesh, aluminum picket or horizontal metal and metal panels. Balconies can be further enhanced by decorative brackets and columns to complement the building facade and style. Awnings and canopies at windows and door opening's provides shade and adds to architectural intent.


Mesh Railings


Awnings/Canopies


Private patio stoops with mesh railings
Horizontal railings


[^0]

Combo of solid \& transparent railing system


Horizontal railings

## Doral Sanctuary

## RoofTypes \& Materials

Roof areas and parapets are some of the most important elements which define architectural character and style. Roof materials shall consist of concrete tile roofs, standing seam metal roof, or barrel tiles. Flat roof system shall incorporate varying parapet heights, toner features, and banding parapets shall be tall enough to screen mechanical equipment from public view.


Cement tile roof


Flat roof parapets


Barrel Tile roof



Cement Tile roof


Standing seam metal roof

## Doral Sanctuary

ARCHITECTURAL DESIGN GUIDELINES

Building Architectural Lighting
Decorative light fixtures such as wall scones and bollards shall be encouraged, and shall match in architectural style as approved to the architecture of the buildings.


# Doral Sanctuary 

CHARACTER ELEVATIONS


COLOR SCHEME

MAIN STUCCO


ACCENT 1



## Doral Sanctuary




ACCENT 1



ACCENT 3

## Doral Sanctuary

CONCEPTUAL UNIT PLANS

page\#

## Doral Sanctuary



Doral Sanctuary

SECTION 5
LANDSCAPE GUIDELINES

## Doral Sanctuary

## LANDSCAPE GUIDELINES

Landscape plans shall meet or exceed current City of Doral Land Development Code requirements including surface parking areas, street trees, and buffer-yards. All landscaping will be regulated by the most applicable zoning district.
The perimeter landscape buffer between the internal drive aisles and the adjacent properties is 10 ft . in width. A 10 ft . wide buffer will accommodate large shade trees, medium flowing trees and large palms of varying heights. The shrubs within the buffer to provide privacy in the pedestrian zone will be species that are full to the ground and will grow to heights of 20 ft . if desired. The intent of the buffer is to provide complete privacy and visual blockage to the adjacent properties

Street Trees


## Palm Trees



## Doral Sanctuary

LANDSCAPE DESIGN GUIDELINES

## Accent and Shrub Selections

Shrub selection shall include, but not be limited to the following:


Dwarf Philodendron


Muhly Grass


Croton


Schefflera Trinette


Awabuki Viburnum



## Doral Sanctuary

## Groundcover Selection

Groundcover selection shall include, but not be limited to the following:


## Doral Sanctuary

Pool selection shall include, but not be limited to the following:
landscape areas with accent plants, ground covers and palms, as well as outdoor grills, pool cabanas,trellis, and water features


This instrument was prepared by:
Name: Felix M. Lasarte., Esq.
Address: The Lasarte Law Firm
3250 NE $1^{\text {st }}$ Avenue
Suite 334
Miami, Florida 33137

## SECOND AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into this $\qquad$ day of $\qquad$ , 2017, by and between Sanctuary at Doral, LLC., a Florida limited liability company (the "Developer"), and the City of Doral, Florida, a Florida municipal corporation (the "City").

## WITNESSETH:

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

WHEREAS, the Developer and the City mutually desire that the Property be developed with a base density of 31 units per acre or maximum of 226 dwelling units, 26,099 square feet of retail use, as permitted by the Comprehensive Plan and the Land Development Regulations (the "Project");

WHEREAS, the Developer 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 Developer 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. "Additional Term" is defined in Section 4 of this Agreement.
b. "Comprehensive Plan" means the City's comprehensive plan meeting the requirements of Chapter 163, F.S.
c. "Conceptual Master Plan" is that master development plan entitled "Doral Sanctuary," prepared by MSA Architects, Inc., dated March 20, 2017 Site Plan Resubmittal \#1 Revision, and approved by the City, which regulates the nature of the streets and blocks and establishes the lots and building sites within the Property and, along with the Pattern Book, govern the future development and subsequent review of all detailed development site plans for the Project.
d. "Developer" means the person 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 Developer pursuant to sale or ground lease for the purpose of the development and resale or sublease and (b) is specifically assigned rights as Developer hereunder by the Developer pursuant to an express written assignment. Upon execution and recording of such assignment, the assignee will be deemed the Developer hereunder to the extent set forth in such assignment.
e. "Development" means the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, and/or the dividing of land into three or more parcels.
f. "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.
g. "Effective Date" is the date of recording of this Agreement in the Public Records of Miami-Dade County, Florida.
h. "Entire Term" is the total term of this Agreement.
i. "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.
j. "Land" means the earth, water, and air, above, below, or on the surface and includes and improvements or structures customarily regarded as land.
k. "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
regulation or any other regulations controlling the development of, or construction upon, Land.

1. "Laws" means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, and rules adopted by a local government affecting the development of Land.
m. "Pattern Book" is the development manual that establishes the setbacks, heights, floor area ratio, building envelope, and other development parameters for the development of the individual building sites identified within the Conceptual Master Plan.
n. "Project" means the development approved pursuant to the Project Approval.
o. "Project Approval" is defined in Section 5 of this Agreement.
p. "Property" is that certain $+/-7$ acre parcel of real property owned by the Developer, as more particularly described in Exhibit "A" attached hereto.
q. "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.
r. "Site Plan" is comprised of a scaled and dimensioned site plan (with landscaping), elevation, and typical floor plans submitted for review and approval and for consistency with the Project Approval, as may be contemplated by Chapter 68, Article V, Division 4, and other applicable provisions of the Land Development Regulations.
s. "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.
2. Intent. It is the intent of the Developer 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 Chapter 68, Article V, Division 4 of the Land Development Regulations. The Developer acknowledges and agrees that this Agreement is not to be construed as a "Development Agreement" pursuant to 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 Developer 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 Developer has proffered and the City has accepted and adopted the Conceptual Master Plan and 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 in accordance with the Land Development Regulations. Upon execution of this Agreement, 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. Phasing, Density, Building Heights, Setbacks and Intensities. The Project will be developed in two (2) phases. The maximum density, height, 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 in the Comprehensive Plan in effect at the time of site plan approval. While the Conceptual Master Plan contemplates that the Property will be developed in two (2) phases, residential density, and retail intensity may be shifted to future phases of Project development so long as said transfer does not result in an overall increase of residential density and retail intensity for the Project. The height of the buildings within the Project shall not exceed six (6) stories.

## 6. Project Approval.

a. The Project Approval authorizes the development of a Project that currently contemplates a development program as specifically described in the Pattern Book and the Conceptual Master Plan. This development program consists of base density of 31 units per acre or maximum of 226 dwelling units, and 26,099 square feet of retail use. The development of the Property in conformity with this development program, as provided in the Pattern Book and the Conceptual Master Plan, is referred to herein as the "Project."
b. Further Development Review. This Agreement and the Project Approval establish the criteria upon which the Project shall be developed and shall 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 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 Land Development Regulations. SitePlans shall contain all elements and development details required by the City's Code.
c. Any Site Plan 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 Land Development Regulations.
7. Maintenance of Common Areas. The common areas of the Property shall be maintained by a homeowners' association, property owners' association, special taxing district, or community development district.
8. Security During Construction. During construction of the Project, Developer shall provide security to those phases under construction from 7:00pm to 7:00am, Monday through Friday, and 24 hours per day on weekends and holidays.
9. Roadway Improvements. In order to address the impacts of the proposed Project on the City and regional roadways, the Developer agrees to address and shall provide certain onsite and off-site roadway improvements to the area's roadway network. The Developer shall obtain approval from Miami-Dade County Public Works Traffic Division for all required roadway improvements and/or modifications on NW $41^{\text {st }}$ Street. Each project listed below will be completed and open for full operation prior to the issuance of the $1^{\text {st }}$ Certificate of Occupancy or completion. The Developer will entirely fund the construction or cause to be constructed of the following roadway improvements, as more particularly set forth below, subject to the approval of the Public Works Department:
a. Construction of a Bus Bay and transit shelter on NW 41 Street to accommodate the Trolley and Miami-Dade Transit buses;
b. Purchasing Trolley within one (1) year of obtaining building permit;
c. Provide eastbound deceleration/right turn lane at the future intersection NW 41 Street and the center/main project driveway;
d. Provide dedicated westbound left turn lane and median opening at the future intersection of NW 41 Street and the center/main project driveway;
e. Purchase two (2) adaptive traffic signal controllers;
f. Maintenance of traffic on NW $41^{\text {st }}$ street will be completed after hours.
g. Service and delivery vehicles can only access the Property during off-peak hours.
10. Shared Use Path and Pocket Park. The Developer shall provide a p edestrian-bike shared use path inside the Property as part of the Project and shall set aside an area within the Property along the shared use path for a pocket park. The Developer will dedicate to the City, free-of-charge, a 20 -foot wide easement along the entire west property line and will construct a 10 -foot wide pedestrian/bike shared use path along said dedicated easement. The Developer will also provide a 10 -foot-wide pedestrian/bike shared use path inside the Property along the south property line and will allow for the pedestrian/bike shared use path to connect with the pedestrian sidewalk on Doral Blvd., concurrent with the execution of this MDA. The Developer shall construct the Shared Use Path with signage, pavement, landscaping and fencing to City specifications prior to the issuance of the $1^{\text {st }}$ Certificate of Occupancy or completion. The Developer will construct a 20 ' by 15 ' foot public Pocket Park accessible to Shared Use Path users along the south canal frontage consisting of two (2) shaded benches with landscaping per City specifications, prior to the issuance of the $1^{\text {st }}$ Certificate of Occupancy or completion. The park shall be constructed outside the limits of the existing canal maintenance easement. Additionally, the park easement and pedestrian/bike shared use path will be dedicated to the City, free-of-charge, concurrent with the execution of this Agreement. The pedestrian/bike shared use path and pocket park shall be constructed and paid for solely by the Developer at no cost to the City.
11. Transit Shelter. The Developer will dedicate, free-of-charge, to the City a 20' by $12.5^{\prime}$ foot non-exclusive public easement in front of the project for a transit shelter with an 8-feet wide connection to the right-of-way. The Developer will construct a transit shelter to City specifications and at no cost to the City, prior to the issuance of the $1^{\text {st }}$ Certificate of Occupancy or completion. Transit shelter easement and right-of-way connection will be dedicated to the City, concurrent with this Agreement.
12. Beautification Easement and Improvements. The Developer will dedicate, at no cost to the City, a $24^{\prime}$ foot wide non-exclusive public beautification easement across the entire Property frontage adjacent to the Doral Boulevard right-of-way, concurrent with execution of this Agreement. The Developer will also construct and install the landscape and hardscape improvements in the easement to City specifications and at no cost to the City, prior to the issuance of the $1^{\text {st }}$ Certificate of Occupancy, or completion.
13. Bonding Improvements. The Developer will submit a bond to the City in the amount of $110 \%$ of the estimated cost of design, permitting and construction for all public improvements on the Property.
14. Minimum Dimensional Requirements. See Attached Exhibit "B"
15. Landscaping, Parking, and Signage Requirements. See Attached Exhibit "B"
16. Homeowners' and/or Condominium Association Document. The residential building and retail center will be professionally managed and will not be a part of a CDD or Homeowner's Association or Condominium Association.
17. Environmental Preservation Code. The conceptual site plan may need to be modified to comply with any applicable Environmental Preservation Code.
18. Public Services and Facilities: Concurrency. As of the date of the Project Approval, pursuant to the provisions of Chapter 59 of the City Code, the Project has been found to meet concurrency standards as set forth in the Comprehensive Plan. The City reserves the right to conduct concurrency reviews and determinations at the time of approval of a site plan for the Project and any modifications thereto, all as provided in Chapter 59 of the City Code.
19. Necessity of Complying with Local Regulations Relative to Development Permits. The Developer 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 Developer 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 Developer 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 thus constructed comply with the intent and spirit of this Agreement.
20. 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.
21. Binding Effect. The obligations imposed pursuant to this Agreement upon the Developer 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 Developer, upon execution of this Agreement.
22. Governing Laws. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Developer 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.
23. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight courier, or mailed by certified or registered mail, return receipt requested, in a postage paid prepaid envelope, and addressed as follows:

If to City at: City Manager
City of Doral
8401 N.W. $53^{\text {rd }}$ Terrace
Doral, Florida 33166
With a copy to: City Attorney
City of Doral
8401 N.W. $53^{\text {rd }}$ Terrace
Doral, Florida 33166
If to Developer at: $\quad$ Sanctuary at Doral, LLC
c/o Felix M. Lasarte, Esq.
3250 NE $1^{\text {st }}$ Avenue, Suite 334
Miami, Florida 33137
Notices personally delivered or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given three (3) days after deposit in the U.S. Mail. 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.
24. 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.
25. 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.
26. Modification, Amendment, and Release. This Agreement may not be modified, amended, or released, except by written instrument signed by the City and the 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.
27. 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.
28. Cumulative Remedies. Nothing contained herein shall prevent the Developer from exercising its rights and remedies it may have under law.

IN WITNESS WHEREOF, Sanctuary at Doral, LLC, has caused these present to be signed in its name on this $\qquad$ day of $\qquad$ 2017.

## WITNESSES:

Witness
Printed Name

Witness

Sanctuary at Doral, LLC
a Florida limited liability company
By:
Signature
Printed Name / Title
Address:
$\qquad$
Printed Name

STATE OF FLORIDA )
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this ___ day of , 2017, by $\qquad$ , as
of Sanctuary at Doral, LLC, a Florida limited liability company, on behalf of said partnership, who is personally known to me or has produced $\qquad$ as identification.

My Commission Expires:
Notary Public - State of Florida

Printed Name

The City of Doral does hereby effectuate and acknowledge the above Master Development Agreement.

## City of Doral

a Florida municipal corporation

By: $\qquad$
Print Name: $\qquad$
Title: $\qquad$

Approved as to form and legality by the office of the City Attorney for the City of Doral.

## City Attorney

## STATE OF FLORIDA ) <br> COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me by , as of the City of Doral $\qquad$ who is personally known to me or has produced $\qquad$ , as identification.

Witness my signature and official seal this $\qquad$ day of $\qquad$ 2017, in the County and State aforesaid.

Notary Public State of Florida

## JOINDER BY MORTGAGEE

## TO MASTER DEVELOPMENT AGREEMENT

The undersigned, $\qquad$ , the Mortgagee under that certain Mortgage executed as of the ___ day of _ , ___ by , LLC, a__ limited liability company, and recorded in Official Records Book __, at Page , of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing instrument, does hereby join in this Master Development Agreement for the purpose of subjecting the lien and operation of the above-described Mortgage to the terms of this instrument.

IN WITNESS WHEREOF, these presents have been executed this
day of $\qquad$ , 2014.

## WITNESSES:

|  | By: |
| :---: | :---: |
| Print or Type Name | Print Name: |
|  | Title: |
|  | Address: |

(Corporate Seal)

## STATE OF FLORIDA ) <br> ) SS <br> COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this day of $\qquad$ 2017, by $\qquad$ , as the , of , MORTGAGEE, on behalf of the bank. He/She is personally known to me or has produced_, as identification and did/did not take an oath.

Notary Public -State of
Print Name $\qquad$
My Commission Expires:


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