

March 23, 2017

This instrument was prepared by:

Name: Felix M. Lasarte., Esq.
Address: The Lasarte Law Firm
3250 NE 1st Avenue
Suite 334
Miami, Florida 33137

(Space reserved for Clerk of Court)

**SECOND AMENDMENT TO THE
MASTER DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into this 12 day of April, 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.

- l. "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.

3. 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 on-site 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 41st Street. Each project listed below will be completed and open for full operation prior to the issuance of the 1st 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 41st 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 pedestrian-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 1st 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 1st 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' foot non-exclusive public easement in front of the project for a transit shelter with an 8-foot 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 1st 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' 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 1st 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. 53rd Terrace
 Doral, Florida 33166

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

If to Developer at: Sanctuary at Doral, LLC
 c/o Felix M. Lasarte, Esq.
 3250 NE 1st 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 17 day of May, 2017.

WITNESSES:

[Signature]
Witness
Liana Echevide-Lanes
Printed Name

[Signature]
Witness
ROSALIA PARRAS
Printed Name

Sanctuary at Doral, LLC
a Florida limited liability company

By: [Signature]
Signature
MASOUD SHAYDIE
Printed Name / Title

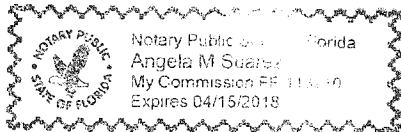
Address:
3470 NW 82nd Avenue
Doral, FL 33178

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 17 day of May, 2017, by MASOUD SHAYDIE, 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 _____ as identification.

My Commission Expires:

[Signature]
Notary Public - State of Florida
Angela Suarez
Printed Name



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

City of Doral
a Florida municipal corporation

By: [Signature]
Print Name: EDUARDO A. ROJAS
Title: CM

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

[Signature]
City Attorney

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by Edward Rojas, as City Manager of the City of Doral, who is personally known to me or has produced _____, as identification.

Witness my signature and official seal this 21 day of September, 2017, in the County and State aforesaid.

[Signature]
Notary Public State of Florida

Karina Lee Rosa
Printed Name

My Commission Expires



Karina La Rosa
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF219157
Expires 4/9/2019

Exhibit "A"

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 MIAMI-DADE COUNTY, FLORIDA.

EXHIBIT "B"

DORAL SANCTUARY

SITE REGULATORY GUIDELINES

SITE INFORMATION	
Site Area: Approx. 7.3 acres (318,747 sq ft)	
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 DU/acre	44 DU
Workforce Housing (WF) (Max. 30% Bonus)*	6 DU/acre	44 DU
TOTAL	31 DU/acre	226 DU

Setbacks	Allowed	Provided
Front (NW 41st St)	15'	25'-0"
Rear	15'	15'-0" * Note 1
Int Side	20'	25'-0" * Note 1

* Note 1: balconies/porches allowed to encroach up to 5'

Building Height	Allowed	Provided
	160' (8 Stories)	8x Stories * Note 2

* Note 2: Building height not to exceed six (6) stories and a maximum of 75' height to top of main roof slab. Parapets, mansard roofs and other architectural non-habitable building projections shall be allowed and shall not to exceed 20' above main roof.

Max. Allowed Floor Area Ratio (FAR) - Per IC:	Allowed	Provided
Level 1		
Residential Building		40,287 sq ft
Retail		26,099 sq ft
Clubhouse		3,665 sq ft
Sub-Total	3.65 acres (0.5)	1.60 acres (0.22)
Level 2		
Residential Building		41,098 sq ft
Clubhouse		2,805 sq ft
Sub-Total	1.825 acres (0.25)	1.01 acres (0.13)
Level 3-6		
Residential Building		41,098 sq ft
Sub-Total	1.825 acres (0.25/ft)	0.94 acres (0.13)
Grand Total (Based on 6 stories)	12.78 acres (1.75)	6.37 acres (0.87)

Landscape Open Space * Note 3	Min. Required	Provided
	15% (1.095 acres)	15% (1.095 acres)

* Note 3: Per CMU Land Use

Add'l City's Park LOS Standard = 4.25 ac/1000 population	Formula: 678/1000 (4.25 acres)(.5)	
	1.44 acres	2.73 acres

Off-Street Parking Requirements per LDC		
Residential		
100 @ 2 sp/DU	102 units	204 sp
200 @ 2 sp/DU	102 units	204 sp
300 @ 3 sp/DU	22 units	66 sp
Sub-Total	226 units	474 sp
Visitor @ .25 sp/DU		57 sp
Residential Total		531 sp
Non-Residential		
Retail @ 1 sp/250 GFA	19,717 sq ft	79 sp
Restaurant @ 1 sp/45 Patron Area (7,225 GSF)	5,060 sq ft	112 sp
Leasing Office @ 1 sp/300 GFA	980 sq ft	4 sp
Non-Residential Total		195 sp
Grand Total Required		726 sp

2 avg sp/unit
2.34 avg sp/unit

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	
1Bd	@ 600 sq ft - 850 sq ft
2Bd	@ 850 sq ft - 1195 sq ft
3Bd	@ 1200 sq ft & greater

Off-Street Parking Standards per: Platam Book*		
*Standards will be addressed prior to the plan approval.		
Residential		
100 @ 1.75 sp/DU	102 units	179 sp
200 @ 2 sp/DU	102 units	204 sp
300 @ 2.75 sp/DU	22 units	60 sp
Sub-Total	226 units	443 sp
Visitor @ 10% of the required parking		43 sp
Residential Total		486 sp
Non-Residential		
Retail @ 1 sp/250 GFA	19,717 sq ft	79 sp
Restaurant @ 1 sp/45 Patron Area (7,225 GSF)	5,060 sq ft	112 sp
Leasing Office @ 1 sp/300 GFA	980 sq ft	4 sp
Non-Residential Total		195 sp
Grand Total Required		681 sp

1.91 avg sp/unit
2.10 avg sp/unit

Grand Total Provided		670 sp
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RESOLUTION No. 17-75

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 ± acres parcel of real property, generally located on the south side of N.W. 41st Street, between theoretical N.W. 94th and 95th 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 97th 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. 53-344) 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.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

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



WEISS, SEROTA, HELEMAN, COLE & BIERMAN, P.L.
CITY ATTORNEY