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3 **RESOLUTION Z05-31**

4 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF**
5 **DORAL, FLORIDA APPROVING THE REZONING OF ± 13.8**
6 **ACRES GENERALLY LOCATED AT THE NORTHEAST**
7 **CORNER OF NW 107 AVENUE AND NW 12 STREET FROM IU-I**
8 **AND IU-C TO BU-2; APPROVING THE NOTICE OF PROPOSED**
9 **CHANGE CONSOLIDATING THE EXISTING MIAMI**
10 **INTERNATIONAL MALL DRI AND THE MIAMI**
11 **INTERNATIONAL MALL PERIPHERAL DRI INTO A SINGLE**
12 **DEVELOPMENT ORDER TO BE KNOWN AS THE MIAMI**
13 **INTERNATIONAL MALL CONSOLIDATED DRI; PROVIDING**
14 **FOR RECORDATION; PROVIDING FOR AN EFFECTIVE DATE**

15 WHEREAS, West Dade County Associates ("Applicant") has requested
16 approval of a rezoning of ± 13.8 acres generally located at the northeast corner of NW
17 107 Avenue and NW 12 Street from IU-I and IU-C to BU-2, as more particularly
18 described in the legal description, attached hereto and incorporated herein as Exhibit
19 "1;" and

20 WHEREAS, the Applicant has also requested approval of a Notice of Proposed
21 Change (NOPC) consolidating the existing Miami International Mall DRI and the
22 Miami International Mall Peripheral DRI into a single Development Order to be known
23 as the Miami International Mall Consolidated DRI; and

24 WHEREAS, on June 30, 2005, the City Council held a quasi-judicial hearing
25 and received testimony and evidence related to the Application from the Applicant and
26 other persons and found as follows:

- 27 1. The rezoning is consistent with the City's Comprehensive Development
28 Master Plan, Zoning Code and the trend of development in the area.

1 2. The City accepts the voluntary covenant addressing future traffic
2 concerns proffered by the Applicant.

3 3. The Notice of Proposed Change consolidating two existing DRI
4 Development Orders into a single DRI is strictly an administrative action to simplify
5 the existing situation and will not impact land use, zoning, infrastructure, concurrency
6 status or the build-out schedule of the parcels within the DRIs.

7 4. This Resolution specifically incorporates the Special Warranty Deed
8 proffered at the Council meeting of June 30, 2005 including Exhibit "2" as proffered
9 and amended.

10 WHEREAS, after careful review and deliberation, the City Council finds that
11 approval of the proposed request for rezoning from IU-1 and IU-C to BU-2 and
12 approval of a Notice of Proposed Change are in the best interests of the citizens of the
13 City of Doral;

14 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF**
15 **THE CITY OF DORAL, FLORIDA THAT:**

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

19 **Section 2.** A rezoning of ± 13.8 acres generally located at the northeast
20 corner of NW 107 Avenue and NW 12 Street from IU-I and IU-C to BU-2 is hereby
21 approved.

1 **Section 3.** A Notice of Proposed Change consolidating the existing Miami
2 Internal Mall DRI and the Miami International Mall Peripheral DRI into a single
3 Development Order to be known as the Miami International Mall Consolidated DRI is
4 hereby approved.

5 **Section 4.** This Resolution shall be recorded in the Public Records of
6 Miami-Dade County and the Applicant shall pay the cost of recording the document.


7 **Section 5.** This resolution shall become effective upon its passage and
8 adoption by the City Council and is binding on all successors and assigns.

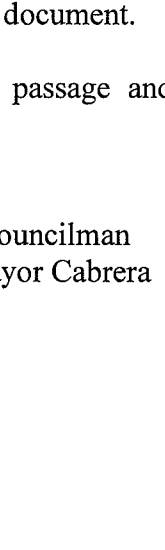
9 WHEREAS, a motion to approve the Resolution was offered by Councilman
10 DiPietro, who moved its adoption. The motion was seconded by Vice Mayor Cabrera
11 and upon being put to a vote, the vote was as follows:

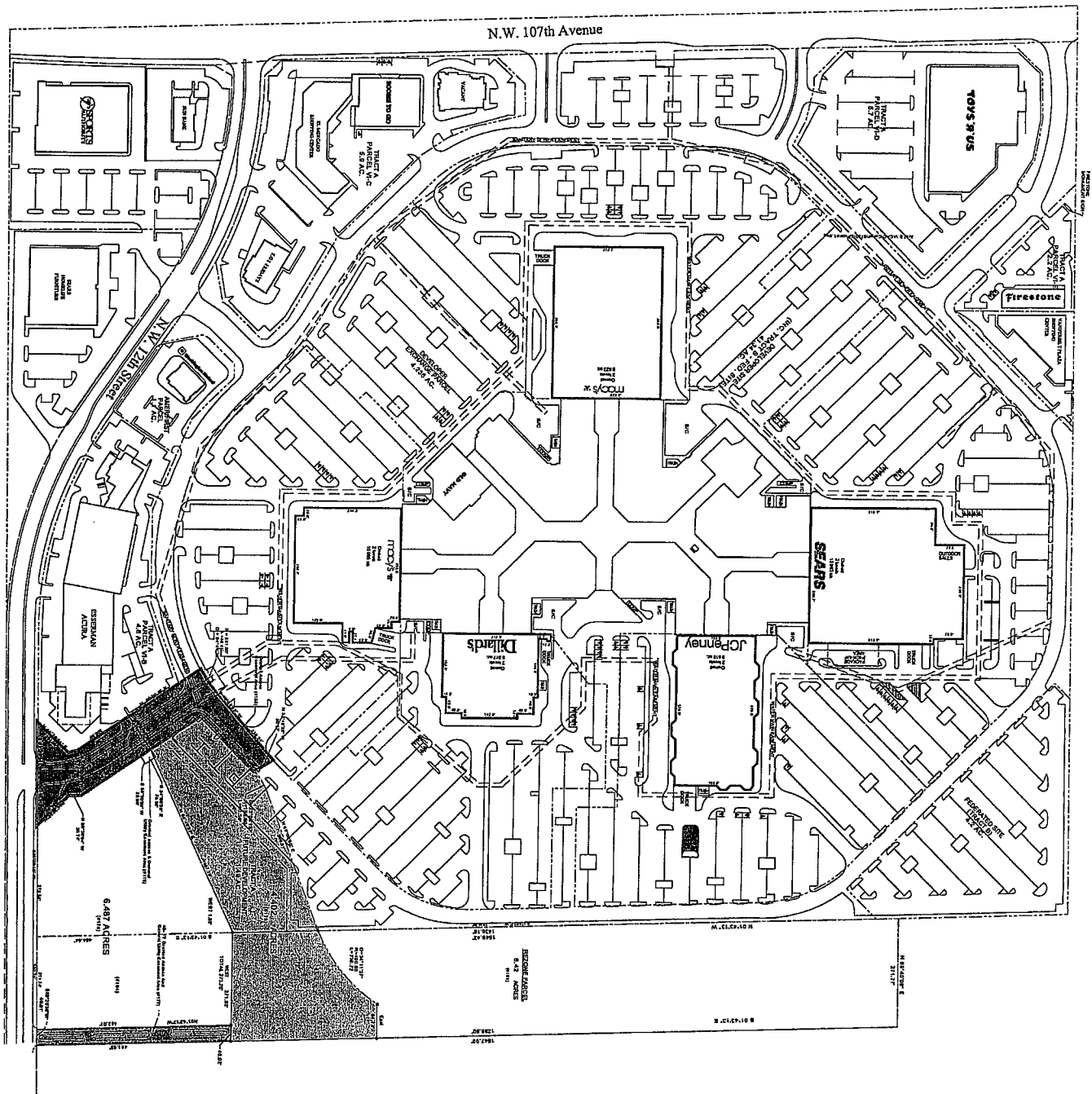
12		
13	Mayor Juan Carlos Bermudez	yes
14	Vice Mayor Peter Cabrera	yes
15	Councilmember Michael DiPietro	yes
16	Councilwoman Sandra Ruiz	yes
17	Councilmember Robert Van Name	yes
18		

19 PASSED AND ADOPTED this 30th day of June, 2005.

20	
21	
22	 _____ JUAN CARLOS BERMUDEZ, MAYOR

23	ATTEST:
24	
25	
26	_____ CITY CLERK

27	
28	APPROVED AS TO FORM AND
29	LEGAL SUFFICIENCY FOR THE
30	SOLE USE OF THE CITY OF DORAL:
31	
32	
33	_____ JOHN J. HEARN, CITY ATTORNEY



<p>SP 9780</p>	
<p>SIMON International 115 International Center Indianapolis, IN 46204 (317) 636-1600</p>	
<p>MIAMI INTERNATIONAL MIAMI FLORIDA</p>	
<p>SITE PLAN</p>	
<p>DATE: 11/11/97 DRAWN BY: J. J. [unreadable] CHECKED BY: [unreadable] SCALE: 1" = 100'</p>	
<p>SP 9780</p>	

This Instrument Prepared By:
Stephen V. Hoffman, Esq.
MASTRIANA & CHRISTIANSEN, PA
1500 North Federal Highway, Suite 200
Fort Lauderdale, Florida 33304

THIS SPECIAL WARRANTY DEED made and executed the ____ day of June, 2005, by WEST DADE ASSOCIATES, a _____ general partnership, hereinafter called the Grantor, to the Miami-Dade County, a political subdivision of the State of Florida, whose post office address is _____, hereinafter called the Grantee:

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Miami-Dade County, Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF ("PROPERTY").

Subject to (1) taxes and assessments for the year 2005 and all subsequent years; (2) general utility and rights-of-way easements pertaining to the Property and recorded in the public records; (3) zoning restrictions and prohibitions imposed by governmental authority; (4) all matters shown on survey made by _____ under Job No. _____; (5) all covenants, agreements, conditions, restrictions, reservations, easements, plats and other matters of record; (6) matters appearing on the plat pertaining to the Property and/or otherwise common to the subdivision; (7) restrictions, covenants and matters set forth on Exhibit "B" attached hereto and made a part hereof.

Together, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that he is lawfully seised of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor.

In Witness Whereof, the said Grantor has set his hand and seal day and year first above written.

Signed, sealed and delivered in presence of:

WEST DADE COUNTY ASSOCIATES,
A _____ general partnership

Name:
Title:

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by _____ as _____ of West Dade County Associates, a _____ general partnership, on behalf of the partnership. He is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of March, 2005.

Typed, printed or stamped name of Notary Public

My Commission Expires:

#175
03/17/03
REF. DWG.
856 P-24
Rev. 06-03-05WRLC

MIAMI INTERNATIONAL MALL
FEE PARCEL
4.402 ACRES

A portion of the South ½ of Section 32, Township 53 South, Range 40 East, Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southwest ¼ of said Section 32; thence S 89° 20' 56" W along the South line of said Section 32 for a distance of 118.68 feet to a point; thence N 01° 43' 13" W a distance of 80.01 feet to a point on the northerly right-of-way of N.W. 12th Street; thence continuing N 01° 43' 13" W for a distance of 481.55 feet to the point of beginning:

Thence due West a distance of 273.70 feet to a point; thence S 64° 49' 27" W a distance of 497.70 feet to a point; thence N 34° 00' 00" W a distance of 151.31 feet to a point; thence N 45° 56' 45" E a distance of 190.38 feet to a point; thence 60.36 feet along a curve to the right having a radius of 150.00 feet and a central angle of 23° 03' 15" to a point; thence N 69° 00' 00" E a distance of 360.91 feet to a point; thence 245.49 feet along an arc to the left having a radius of 400.00 feet and a central angle of 35° 09' 49" to a point; thence due East a distance of 84.73 feet to a point; thence S 01° 43' 13" E a distance of 358.49 feet to the point of beginning and containing 4.402 acres of land more or less.

EXHIBIT "A"

Legal Description of
4.4 acre parcel

EXHIBIT "B"

The following restrictions, covenants and provisions shall be deemed a part of the conveyance described in the Special Warranty Deed ("Deed") to which these deed restrictions are attached and shall be deemed covenants running with the land, applicable to the property described on Exhibit "A" to such Special Warranty Deed ("Property") and shall be binding upon the owner of the Property and its successors and assigns; to wit:

1. It is expressly provided that the use of the Property shall be for Library, and senior living and Headstart facilities purposes only and such use shall not be discontinued or changed without prior written consent of the City of Doral and the Grantor. In the event the permitted use is changed or discontinued without the consent of the City of Doral or the Grantor, the title to the Property shall immediately revert to City of Doral. If the City of Doral fails to use the property as described above, Grantor shall have the right to purchase the property at the fair market value established by agreement of MAI appraisers: one selected by the City of Doral and one selected by the Grantor.