

ORDINANCE NO. 2010- 24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING AN AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT PURSUANT TO THE DORAL GRANDE PLANNED UNIT DEVELOPMENT (PUD) APPROVED BY CITY COUNCIL ORDINANCE 2007-10 AS IT APPLIES TO THE PROPERTY GENERALLY LOCATED AT THE SOUTHEAST CORNER OF NORTHWEST 107TH AVENUE AND NORTHWEST 74TH STREET IN THE CITY OF DORAL, MIAMI-DADE COUNTY, FLORIDA; PROVIDING FOR RECORDATION; PROVIDING AN EFFECTIVE DATE

WHEREAS, Doral Grande Residences, LTD, ("Applicant") has requested an amendment to the Doral Grande Planned Unit Development (PUD) and Associated Master Development Plan; amending the Master Development Agreement approved by City Council pursuant to Ordinance 2007-10; for the property generally located on southeast corner of northwest 107TH avenue and northwest 74th street, in the City of Doral, Miami-Dade County, Florida.; and

WHEREAS, after careful review and deliberation, staff has determined that this application has complied with the Code; and

WHEREAS, on Oct. 13, 2010 the City Council held a quasi-judicial hearing and received testimony and evidence related to the Application from the Applicant and other persons and found that the rezoning is consistent with the Comprehensive Plan and is in the best interest of the residents of Doral;

WHEREAS, after careful review and deliberation, staff has determined that this application has complied with the Code;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA THAT:

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

Section 2. The first amended and restated Master Development Agreement for Doral Grande, a copy of which is attached hereto as exhibit A, which amends the Doral Grande Planned Unit Development (PUD) and Associated Master Development Plan, for the property generally located on southeast corner of northwest 107TH avenue and northwest 74th street, in the City of Doral, Miami-Dade County, Florida is hereby approved.

Section 3. Effective Date. This Ordinance shall be effective upon adoption on second reading.

[Section left blank intentionally]

The foregoing Ordinance was offered by Councilman Cabrera, who moved its adoption. The motion was seconded by Vice Mayor Van Name and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Robert Van Name	Yes
Councilman Peter Cabrera	Yes
Councilman Michael DiPietro	Yes
Councilwoman Sandra Ruiz	Yes

PASSED AND ADOPTED on first reading this 8th day of September, 2010.

PASSED AND ADOPTED on second reading this 13th day of October, 2010.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



JIMMY L. MORALES, CITY ATTORNEY

EXHIBIT “A”

**FIRST AMENDMENT TO THE
DORAL GRANDE PLANNED UNIT DEVELOPMENT
A MASTER DEVELOPMENT AGREEMENT**

The City of Doral, a Florida municipal corporation (the "City"), and Doral Grande Residences, Ltd., a Florida limited partnership (the "Developer"), hereby covenant and agree, and bind their successors and assigns as follows:

1. OWNERSHIP OF THE PROPERTY

This Planned Unit Development, known as "Doral Grande", involves approximately 30 acres of land which is legally described on **Exhibit "A"** attached hereto, and shall henceforth be referred to as the "Property." The Property is under unified ownership, and is under the sole control of Developer, signatory to this Agreement. This Agreement between the City and Developer shall revoke any and all prior development agreements applicable to the Property.

2. PERMITTED USES

The Property is designated Office Residential ("OR") and Low Density Residential ("LDR") on the City's Future Land Use Map. The OR designation allows for a mixture of both professional and clerical offices, hotels, motels, and residential uses at a density of 16 units per gross residential acre. The LDR designation allows for residential uses at a density of 10 units per gross residential acre. The Property shall be developed in accordance with the permitted uses and density of the adopted PUD Ordinance No. 2010-24, and the Conceptual Development Plan referred to in Paragraph 4, below. The Conceptual Development Plan provides for 360 multi-family residential units, comprised of the following: 24 one-bedroom units, 180 two-bedroom units, and 156 three-bedroom units ("Project"). The Conceptual Development Plan reflects a blending of density, which is permitted under the PUD Ordinance and is consistent with the goals, objectives and policies of the City's Comprehensive Plan.

3. DEVELOPMENT CONCEPT

Doral Grande is envisioned as a luxury residential community, which will be marketed to employers, families, and individuals wishing to enjoy an enviable combination of location, access, aesthetic design, common open spaces and community amenities. The Doral Grande Property is located at the intersection of NW 74 Street and NW 107 Avenue, two major thoroughfares with direct access to the Florida Turnpike and State Roads 826 and 836, and in close proximity to the City of Doral's finest schools, diverse shopping destinations, and exemplary places of worship. Doral Grande is located in the Airport West/Doral employment center, providing resident workers and neighboring employers with the opportunity to live near work.

Doral Grande is designed as 15 residential buildings and a clubhouse building surrounding a 3.8 acre lake. Residents, guests and passersby will be greeted by a majestic entrance feature at NW 74 Street with appropriate signage, lush landscaping, and aluminum "soft" gates, creating a feeling of exclusivity and security, yet still maintaining consistency with sound urban design concepts. Upon entering the Project, Doral Grande's extraordinary community amenities become visible. The Doral Grande Park is located southeast of the main entrance and the resort-style Doral Grande Clubhouse is south of the main entrance. The Doral Grande Clubhouse features extensive landscaping and fountain features, as well as a traditional loggia that extends into a lake-front swimming pool, heated spa, gazebo and entertainment area. Indoors, the Clubhouse boasts a state of the art fitness center, indoor racquetball court, fully-equipped resident business center, furnished media and game rooms, and a children's clubhouse. Outdoors, in addition to the Doral Grande Park, a lakefront lighted tennis court facility is located east of the Clubhouse and the FPL Easement abutting NW 107 Avenue to the west will be improved as a greenbelt and bike path. The Doral Grande Greenbelt provides a 12-foot wide bikeway, pedestrian sidewalks, and uniform street furniture, including park benches and bicycle racks. In addition to the standard and handicap surface parking spaces, Doral Grande also provides garage parking spaces.

4. DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN

It is the intent of the Developer and the City that this Agreement shall be construed and implemented as a development agreement among the parties pursuant to the Florida Local Government Development Agreement Act, Section 163.3220 through 163.3243, Florida Statutes (the "Act"). Development of the Property shall be controlled by the terms and provisions of this Master Development Agreement ("Agreement") and the Conceptual Development Plan for the Property entitled, "Doral Grande at Doral", prepared by Roger Fry & Associates Architects, PA, for Atlantic & Pacific Companies, dated May 7, 2010 and signed and sealed on August 27, 2010, which generally depicts the planned layout of streets, buildings, common areas and other planned features or improvements to the Property. Collectively, this Agreement and the Conceptual Development Plan for the Property may be referred to as the "Plan." In the event of a conflict between the terms and provisions of this Agreement and the graphic illustrations of the Conceptual Development Plan, the Agreement shall control. If the Agreement is silent regarding a particular subject or requirement, such silence shall not be construed as a conflict with the Conceptual Development Plan. Except as otherwise provided in this Agreement, in the event of a conflict between the terms and provisions of the Plan and the City's ordinances, the requirements of the Plan shall control. If the Plan fails to address a particular subject or requirements, the requirements of the applicable City ordinance(s) in effect at the time of development plan approval shall control.

The parties acknowledge that compliance with the City's Land Development Code ("LDC") may necessitate modification of the Conceptual Development Plan. In the event modification to comply with the LDC is required, and the modifications to the Conceptual Development Plan are not in conflict with the textual provisions of this Agreement and any City ordinances not superseded by

this Agreement, the modifications shall be deemed minor and may be approved without formal amendment of this Agreement. Minor modifications shall require the City Manager or Designee's written approval. If the Developer is not satisfied with the suggested resolution of any problem or the decision by the City Manager or Designee categorizing the modification as minor or major, the Developer may appeal the decision to the City Council.

5. USAGE OF THE PROPERTY

A. Use

The property shall be used for residential purposes as described in Paragraph 2 of this Agreement and developed pursuant to the development concept described in Paragraph 3 of this Agreement. In addition, the Developer may locate a marketing, leasing, and/or sales office within the Project. At Developer's option and, subject to compliance with the terms of this paragraph, the marketing, leasing, and/or sales office may be moved from one phase to another phase during construction. The marketing, leasing, and/or sales office shall be for the purpose of leasing and selling units within the Project. Developer may at its option, and subject to the terms of this paragraph, use one or more model units as the marketing, leasing and/or sales office and Developer may split the marketing, leasing, and/or sales office functions into different dwelling units.

B. Dimensional Requirements

Building dimensions and configurations within the Doral Grande are generally depicted on the Conceptual Development Plan. The building sizes and configurations may vary from those depicted generally on the Conceptual Development Plan, so long as it is not considered a substantial deviation from the development as presented.

C. Number of Units/Density

The total number of residential units in the development shall not exceed three hundred and sixty (360) dwelling units or 14 dwelling units per net acre.

D. Maximum Impervious Area and Floor Area

The maximum impervious area shall not exceed 475,000 square feet, including the following:

Residential	190,000 square feet (Footprint Only)
Paved Area	285,000 square feet (Parking and Drives)

E. Maximum Building Height

The maximum building height of the property shall not exceed three (3) stories or 35 feet to the median roof elevation.

F. Minimum Building Setbacks (Within Development)

Front: 10 feet
Rear: 15 feet
Side Street: 15 feet
Interior Side: 15 feet

G. Building Separation

The buildings within the Doral Grande will be separated by a minimum of twenty (20) feet.

H. Landscaped Open Space and Landscape Plans

The minimum landscaped open space shall be 40% of net land area, inclusive of landscaped green areas, pool decks, tennis courts, parks, playgrounds and sidewalks. Details are illustrated on Sheet Nos. LP-1 through LP-8 of the Conceptual Development Plan.

I. Bicycle Racks

A total of 80 aluminum bicycle racks are proposed for the Project, including 65 adjacent to the residences and 15 within the FPL Easement. Each rack sits on a slab with dimensions of 9 feet by 5 feet connecting to a concrete sidewalk. The racks are more particularly shown on Sheet No. A-6.2 of the Conceptual Development Plan.

J. Off-street Parking Requirements

The required off-street parking rate per unit will be 2.1. The required number of off-street parking spaces will be 756 parking spaces, consisting of approximately 677 standard parking spaces, 17 handicap parking spaces, and 62 individual garage parking spaces. The Developer shall use best efforts to ensure that the individual garage parking spaces are used for parking spaces and not storage.

K. Street and Traffic Signage

Developer shall comply with the City's Land Development Code standards on street signage. Developer shall work in good faith with the City, Miami-Dade County and/or the Florida Department of Transportation to secure a "No U-Turn" sign at the NW 74 Street center median cut located east of the Property's main entrance in order to discourage traffic exiting the main entrance from crossing multiple lanes of eastbound NW 74 Street thru traffic to access the median cut for U-Turns to head westbound.

L. FPL Easement, Greenbelt and Bike Path

The FPL Easement is depicted on Sheet No. A-0.2 of the Conceptual Development Plan and covers the western portion of the Property that borders

NW 107th Avenue. Developer shall improve the FPL Easement by constructing a greenbelt and a bike path, which incorporates, at a minimum, the planting scheme and design provided in Sheet Nos. A-0.2, LP-5 and LP-6 of the Conceptual Development Plan. All improvements to the FPL Easement shall be completed prior to issuance of the Certificate of Occupancy for the 150th dwelling unit on the Property. Upon completion of the improvements, approval by FPL if applicable, and prior to the issuance of the Certificate of Occupancy for the 150th dwelling unit, the Developer shall cause the recordation of an easement granting the use and enjoyment of the FPL Easement to the public. The Developer shall include the maintenance of the FPL Easement, including the greenbelt and bike path, as part of any maintenance agreement for the Property. The City, at its discretion, may request the conveyance or dedication of all or a portion of the FPL Easement. Upon written notice by the City of Doral, the Developer shall dedicate or convey all or a portion of the FPL Easement inclusive of all improvements and amenities to the City or its designee. Upon such dedication or conveyance, the City or its designee shall maintain the FPL Easement at its sole cost and assume any and all liability associated with such ownership and encumbrances. In addition, the City of Doral or its designee shall be bound by the maintenance provisions of Paragraph 13 herein.

M. City News Racks

Developer shall comply with Ordinance 2006-09 pertaining to the City standards for news racks.

N. Entry Gates

Entry gates shall be decorative only and are provided with opening loops on both entry and exit sides. Entry gates shall open automatically by in-ground opening and closing loops without the use of access card readers, phone entry panel, or live personnel.

O. Transit

Developer shall work with the City of Doral and Miami-Dade County to dedicate or convey additional right-of-way along NW 74 Street and/or NW 104 Avenue for the purposes of a public transit shelter and/or associated pull out bay, subject to approval by the Florida Department of Transportation, Miami-Dade County and/or the City of Doral as applicable. The location and size of such public transit shelter and/or associated pull out bay shall be reasonably situated in one location that shall not interfere with the visibility or use of any signage, entrance feature, or amenity associated with the Project.

6. ARCHITECTURAL STANDARDS AND REVIEW

Developer will control the appearance of structures built in the Doral Grande Project through creation of covenants and/or restrictions to be enforced by the Developer. If appropriate, standards for architectural review by an Architectural Review Board shall be promulgated by the Developer.

7. ADDITIONAL PARKING, GUEST PARKING AND MAILBOXES

Guest parking shall be provided at several areas throughout the project as illustrated by the Conceptual Development Plan. Each of the 15 residential buildings shall have one centrally located mailbox area to accommodate mail delivery and drop-off.

8. PHASING

Development of the Property may occur in phases or sub-phases. Each phase or sub-phase shall conform to the City standards of functionally "standing alone" in regard to access to infrastructure including, but not limited to, roads, potable water, sewer, reclaimed water and other required infrastructure. Provisions included in a particular phase may be modified subsequent to this Agreement or divided into sub-phases provided the phase or sub-phase is able to "stand alone" functionally as required above. Such modification to the Conceptual Development Plan shall be allowed as a minor modification not requiring City Council approval, provided the Developer can provide a reasonable and justifiable basis for the modified phasing or sub-phasing plan. If the Property is developed and platted in phases or sub-phases, the Developer may grade and clear the road rights-of-way, easements, and stormwater improvements prior to platting of the lots within a future phase or sub-phase, so long as such grading and clearing is performed pursuant to a valid permit from the City and any other governmental agency having jurisdiction over the development.

The phasing of development shall not effect or change the provisions of Paragraph 15 herein regarding expiration. The concept of phasing or sub-phasing is for the purpose of allowing the Developer the flexibility to meet market conditions and the ability to conform to the requirements of this Agreement and the LDC.

9. SANITARY WASTE, STORMWATER, POTABLE WATER, AND RECLAIMED WATER

It is anticipated that the Developer will extend water, sewer and reclaimed water lines to serve the Property and the development authorized herein. If the City desires to extend the water, sewer and reclaimed water lines prior to the Developer's need for installation of the Developer's lines, the Developer shall grant the necessary utility easements to the City and the City shall install and pay for such lines, at the City's sole cost. The utility main, all lines and other necessary infrastructure shall be sized adequately to serve both the adjoining property and the lots within the Doral Grande.

Stormwater shall be retained as generally depicted on the Conceptual Development Plan. The Developer shall comply with the LDC and the rules and regulations of the South Florida Water Management District concerning stormwater drainage.

10. ROADS, DRIVES, BIKE PATH, SIDEWALKS

Roads, drives, bike path, and sidewalks within the Project shall be private and shall be maintained by the Developer. Access to the site shall be provided at various points of entry along NW 107th Avenue, NW 74th Street, and NW 104 Avenue, as depicted on the Conceptual Development Plan. The roads shall satisfy the requirements established by the City of Doral and the Miami-Dade Fire Department. The roads, drives, bike path, sidewalks, and other improvements located in the Property shall be maintained by the Developer. Notwithstanding the foregoing, maintenance of the bike path shall cease upon conveyance of same pursuant to Paragraph 5(M) herein.

11. STREET LIGHTING AND SIGNAGE

The Developer may use creative and innovative design for street lighting and signage, which may vary from the LDC's standard requirements of except for the minimum standards for coverage. The Developer shall be solely responsible for the payment and maintenance of the street lighting system and signage.

12. RIGHT-OF-WAY IMPROVEMENTS

A. NW 104 Avenue Right-of-way

The Developer shall assist the City of Doral in expediting the full dedication of the NW 104 Avenue right-of-way. In the event that the east half of the NW 104 Avenue right-of-way abutting the Property is fully dedicated prior to the Developer submitting a building permit application or conceptual paving and drainage plans for the construction of the west half of NW 104 Avenue right-of-way, the Developer shall construct both the west and east half of the NW 104 Avenue right-of-way pursuant to the City's specifications, provided that the Developer has first received reimbursement or an agreement to reimburse Developer for all construction costs associated with the improvement of the eastern half of the NW 104 Avenue right-of-way, from the owners of land abutting the eastern half of the NW 104 Avenue right-of-way. In the event that the east half of the NW 104 Avenue right-of-way is not fully dedicated prior to the Developer submitting a building permit application or conceptual paving and draining plans for the required improvements of the west half of NW 104 Avenue right-of-way, the Developer shall construct a two-lane thoroughfare on the west half of the NW 104 Avenue right-of-way and be relieved from any responsibility to construct the east half of the NW 104 Avenue right-of-way.

B. NW 74 Street Right-of-way

If approved by Miami-Dade County and/or the Florida Department of Transportation, the Developer shall improve the westbound NW 74 Street right-of-way median at NW 104 Avenue by providing vehicle storage for southbound left-turns onto NW 104 Avenue, pursuant to the specifications in the Miami-Dade County Public Works Manual.

13. IMPACT FEE CREDIT

Nothing in this Agreement shall be construed as a waiver by the Developer of its right to pursue impact fee credits for any and all work performed by the Developer for which impact fee credits can be awarded.

14. MAINTENANCE OF COMMON OPEN SPACE AND COMMON FACILITIES

The Developer shall operate, maintain and control the common areas and common facilities, including but not limited to, private roads, sidewalks, street furniture, common open space, street lighting, and entrance areas, as well as the lake, wetlands and storm water drainage systems within the Property. The Developer shall maintain the FPL Easement, greenbelt and bike path until such time as the FPL Easement is conveyed to the City of Doral or its designee. The maintenance of the FPL Easement, greenbelt and bike path shall cease upon conveyance of same pursuant to Paragraph 5(L) herein. However, upon conveyance, if the City of Doral or its designee fails to adequately maintain the FPL Easement, greenbelt and bike path, the Developer shall provide written notice to the City of Doral and/or its designee providing a description of the items that require maintenance along with a reasonable time period in which to perform the required maintenance. The reasonable time period shall be at least thirty calendar days. In the event that the City of Doral or its designee fails to perform the required maintenance, the Developer shall perform such required maintenance at its sole cost and expense. The foregoing shall not be interpreted to relieve the City of Doral or its designee of its responsibility to maintain the FPL Easement, greenbelt and bike path upon conveyance from the Developer.

If requested by the City and as otherwise needed for plat improvements, the Developer will provide easements and grants for the installation, maintenance and upkeep of the public utilities including water, sewer, and electricity.

The Developer may from time to time adopt additional covenants and restrictions as may be required to guarantee that the Project will be developed in accordance with the policies outlined in this Agreement.

15. ENVIRONMENTAL CONSIDERATIONS

The Doral Grande Project shall comply with the LDC's tree preservation requirements. The Developer shall comply with all rules, statutes, laws and regulations pertaining to protected wildlife species, including but not limited to the rules and permitting requirements of the Florida Game and Freshwater Fish Commission concerning gopher tortoises. Compliance with the City's Environmental Preservation Code may necessitate modification of the Conceptual Development Plan.

16. EXPIRATION

The duration of this Agreement shall not exceed twenty (20) years from the date of its execution or the effective date and full implementation of the Future Land Use Plan adopted April 4, 2006 under Ordinance 2005-16, whichever occurs last. This Agreement may be extended for an additional five

(5) year term by mutual consent of the Developer and the City subject to a public hearing. Upon the development of the Project within the term of this Agreement, the Project shall be deemed a legal conforming use under the Plan and PUD Ordinance notwithstanding the expiration of this Agreement.

17. EFFECTIVE DATE

This Agreement shall become effective upon recording in the public records of Miami-Dade County, Florida.

18. AMENDMENTS

Amendments to this Agreement shall not be effective unless in writing and signed by the respective parties to this Agreement. Before amendment of this Agreement, the City shall conduct at least two (2) public hearings, as more particularly set forth below. At the City's option, at least one (1) of these public hearings may be held by the City's Planning Commission in accordance with the following:

- A. Notice of intent to consider an amendment shall be published by the City, at the Developer's cost, at least seven (7) days before each public hearing in a newspaper of general circulation and readership in Miami-Dade County, Florida.
- B. Notice of intent to consider an amendment shall also be mailed by the City, at the Developer's cost, to all affected property owners at least thirty (30) days before the first public hearing.
- C. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing.
- D. The notices required above shall specify the location of the Property, the location of that portion of the Property subject to the proposed, amendment, the nature of the proposed amendment, and the following information to the extent applicable:
 - 1. Changes in permitted, conditional, and/or prohibited uses proposed;
 - 2. Changes in population densities proposed; and
 - 3. Changes in building intensities and/or height proposed.

The notices shall also specify a place where a copy of the proposed amendment can be obtained.

19. CONFORMANCE WITH THE LAWS

The parties to this Agreement have negotiated in good faith. It is the intent and agreement of the parties that they shall cooperate with each other in good faith to effectuate the purposes and intent of and to satisfy their obligations under this Agreement in order to secure to themselves the mutual benefits created under this Agreement. 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 capacity.

Further, the Developer agrees:

A. To develop the property according to all PUD regulations of the City to the extent those regulations are not inconsistent with the Plan for the property. To the extent of any ambiguity between the Plan and the PUD regulations, the Plan shall control.

B. To provide agreements, covenants, contracts, deed restrictions, and sureties and other documents required by the City Attorney's Office for completion of the development or approved development phases, and for the continuing operation and maintenance of such areas, functions and facilities as are not to be provided, operated or maintained at public expense, and that the Developer's successors in title will be bound by the Developer's commitments made in this Agreement.

C. To be bound by all City codes and ordinances that are not in conflict with the provisions of this Agreement. To the extent of any ambiguity between a City code or ordinance and this Agreement, this Agreement shall control.

20. ENFORCEABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity of enforceability of any other provision of this Agreement unless the holding so states.

21. ENTIRE AGREEMENT

This Agreement sets forth the entire Agreement and understanding between the parties hereto relating in any way to the subject matter contained herein and merges all prior discussions between the Developer and the City. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement is hereby voided and superseded by this Agreement. Neither party shall be bound by any agreement, condition, warranty or representation other than as expressly stated in this Agreement and this Agreement may not be amended or modified except by written instrument signed by both parties hereto.

22. PUBLIC SERVICES AND FACILITIES; CONCURRENCY

The City and the Developer anticipate that the Property and the Project will be served by those public services and facilities currently in existence as provided by the State of Florida, Miami-Dade County, or the City, or as contemplated in this Agreement. The Property and the Project will also be served by any and all public facilities provided in the City's Comprehensive Plan,

specifically including but not limited to, those public facilities described in the Comprehensive Plan's Capital Improvements Element. For the purposes of concurrency, the City hereby agrees to provide, reserve, and allocate sufficient public facility capacity, including but not limited to transportation, water, sanitary sewer, solid waste, drainage, parks and recreational, schools, fire and police to serve the development of the Project on the Property. All subsequent development orders or permits sought to be issued for the Project and this Agreement are hereby found to meet concurrency standards set forth in the Comprehensive Plan (concurrency regulations) and to be consistent with Land Development Code, so long as the Developer develops the Property in substantial compliance with the City of Doral Land Development Code.

23. LOCAL DEVELOPMENT PERMITS

The parties hereto recognize and agree that certain provisions of this Agreement require the City and its boards, departments or agencies, acting in their governmental capacity, to consider governmental actions, as set forth in this Agreement. All such considerations and actions shall be undertaken in accordance with established requirements of state statutes and municipal ordinances, in the exercise of the City's jurisdiction under the police power. Nothing in this Agreement shall be construed to prohibit the City from duly acting under its police power to approve, approve with conditions, or reject any public hearing application dealing with the Property. The City may need to approve the following additional development permits in order for the Developer to complete the Project in a manner consistent with this Agreement and the zoning and comprehensive plan designations on the Property: platting; site plan approval; water, sewer, paving and drainage permits; building permits; certificates of use and occupancy; and any other official action of the City and/or Miami-Dade County, Florida or other applicable regulatory agencies having the effect of permitting the development of land or providing permits required for the development of land. This Agreement is not and shall not be construed as a development permit or authorization to commence development.

24. CONSISTENCY WITH COMPREHENSIVE PLAN

The City hereby finds and declares that the Developer's development of the Project on the Property complies with the City of Doral Code of Ordinances, and is consistent with the City of Doral's Comprehensive Plan and Land Development Code.

25. RESERVATION OF DEVELOPMENT RIGHTS

For the term of this Agreement, the City hereby agrees that it shall permit the Developer's development of the Property with the Project in accordance with Laws of the City of Doral, as of the Effective Date of this Agreement, subject to the conditions of this Agreement. The City's codes and policies governing the development of the Property as of the Effective Date of this Agreement shall govern the development of the Property for the term of this Agreement. Development of the Property with the Project shall not be subject to any future changes to the City's Land Development Code and Comprehensive Plan designation after the Effective Date and during the entire term of this Agreement.

The City may apply subsequently adopted laws or policies to the Property only as permitted or required by the Act.

26. 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.

27. GOVERNING LAWS, CONSTRUCTION AND LITIGATION

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. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; and accordingly, this Agreement shall not be more strictly construed against any of the parties hereto. In construing this Agreement, captions, and section and paragraph headings shall be disregarded. All of the exhibits referenced in this Agreement are incorporated in, and made a part of, this Agreement. In the event of any litigation between the parties under this Agreement for a breach thereof, the prevailing party shall be entitled to reasonable attorney's fees and court costs at all trial and appellate levels.

28. NO THIRD PARTY BENEFICIARIES

The parties to this Agreement do not intend the benefit of this Agreement to inure to any third party. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give to any person other than the parties hereto and their successors, heirs or permitted assigns, any rights or remedies under or by reason of this Agreement.

- Execution Pages to Follow -

IN WITNESS WHEREOF, the parties hereto attached their hands and seals this 15th day of October, 2010.

Signed, sealed and delivered in the presence of:



Witness 1

Howard D. Cohen

Print Name of Witness 1



Witness 2

Cynthia Perez-C.

Print Name of Witness 2

DORAL GRANDE RESIDENCES, LTD.

A Florida limited partnership

By: Doral Grande, Inc., a Florida corp., its G.P.

By: H.D.C.

Printed Name: Howard D. Cohen


Title: President of G.P.

Date: 10-15-2010

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

Sworn to (or affirmed) and subscribed before me this 15th day of October, 2010 by Howard D. Cohen, who is personally known to me or has produced N/A as identification

NOTARY PUBLIC-STATE OF FLORIDA
Jennifer White
Commission # EE018440
Expires: AUG. 18, 2014
(SEAL) BONDED THRU ATLANTIC BONDING CO., INC.



Jennifer White

Notary Public – State of Florida

Commission Number: EE018440

IN WITNESS WHEREOF, the parties hereto attached their hands and seals this 1 day of December, 2010.

Signed, sealed and delivered in the presence of:

THE CITY OF DORAL, FLORIDA, A
Florida municipal corporation

By: Yvonne Soler-McKinley

Printed Name: Yvonne Soler-McKinley

Title: City Manager

Date: 12-1-10

[Signature]
Witness 1

Maryhuva Resendiz
Print Name of Witness 1

[Signature]
Witness 2

J. Mark Taxis
Print Name of Witness 2

Approved for Legal Sufficiency:

[Signature]
City Attorney

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

)
)SS
)

Sworn to (or affirmed) and subscribed before me this 2nd day of Dec., 2010 by Yvonne Soler-McKinley, who is personally known to me or has produced _____ as identification

(SEAL)

Barbara Herrera
Barbara Herrera
Notary Public – State of Florida

Commission Number:

