

ORDINANCE NO. 2007-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE REZONING OF 72.59 ± ACRES GENERALLY LOCATED NORTH OF NORTHWEST CORNER OF NW 74TH STREET AND NW 107TH AVENUE FROM GU (GENERAL USE) TO TND (TRADITIONAL NEIGHBORHOOD DEVELOPMENT); APPROVING A SITE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Atlas Properties I, LLC, ("Applicant"), has requested approval of a rezoning of 72.59 ± Acres generally located north of the northwest corner of NW 74th Street and NW 107th Avenue, from GU (General Use District) District to GU (General Use) to TND (Traditional Neighborhood Development); and

WHEREAS, Atlas Properties I, LLC, ("Applicant"), has requested approval of a conceptual site plan for Doral Villages for the development of 130 townhomes, 200 single family Homes and 422 condominium units; and

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

WHEREAS, on February 28, 2007 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 citizens of Doral;

**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 rezoning of 72.59 ± Acres generally located north of the northwest corner of NW 74th Street and NW 107th Avenue in the City of Doral, Miami-Dade County Florida, from GU (General Use District) District to TND (Traditional Neighborhood Development); and conceptual site plan for Doral Villages dated January 13, 2007 ("Exhibit "A"), for 130 Townhomes, 200 Single Family Homes and 422 is hereby approved; subject to the following restrictions proffered by the applicant:

1. The Declaration of Restrictions ("Exhibit "B") proffered to the City Council and incorporated herein is recorded in the Public Records of Miami-Dade County;
2. The applicant shall provide adequate security (on site) during the entire time of construction between the hours of 7:00 pm and 7:00 am; Monday through Friday, and 24 hours during weekends and holidays.
3. The applicant must receive approval from Miami-Dade Fire Rescue and the Department of Environmental Resource Management prior to submitting for building permits.
4. Applicant shall maintain all roads and access driveways clear from debris and soil at all times. Measures to address this concern will be taken daily at the end of each workday.

5. Applicant , successors and assigns must place in all land and building transaction documents a notice to buyers, users, lessees and renters informing them the subject property is located adjacent to, or near, the “Town of Medley Landfill” and describing the potential unpleasant impacts that could impact the property and submission of a waiver and release of liability.

Section 3. This ordinance shall become effective upon its passage and adoption by the City Council.

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WHEREAS, a motion to approve the Ordinance was offered by Councilman Van Name 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 Peter Cabrera	Yes
Councilmember Michael DiPietro	Yes
Councilwoman Sandra Ruiz	Absent
Councilmember Robert Van Name	Yes

PASSED AND APPROVED on FIRST READING this 24th day of January, 2007.

PASSED AND ADOPTED on SECOND READING this 28th day of February, 2007.



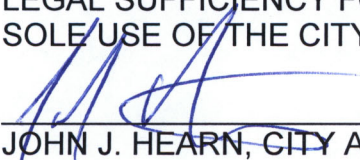
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



BARBARA HERRERA, CITY CLERK

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



JOHN J. HEARN, CITY ATTORNEY

EXHIBIT “A”

DORAL VILLAGES

CITY OF DORAL - FLORIDA

OWNER

ATLAS DEVELOPMENT GROUP

355 ALHAMBRA CIRCLE SUITE 900,
CORAL GABLES FL 33134
Tel. (305) 520-2396

TOWN PLANNERS & ARCHITECTURE

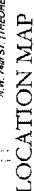
V V AND PARTNERS

194 MINORCA AVENUE
CORAL GABLES, FLORIDA 33134
(305) 476-9212

INITIAL T.N.D. SUBMITTAL
NOVEMBER 16TH, 2005
(REVISED: JANUARY 13, 2007)

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LOCATION MAP

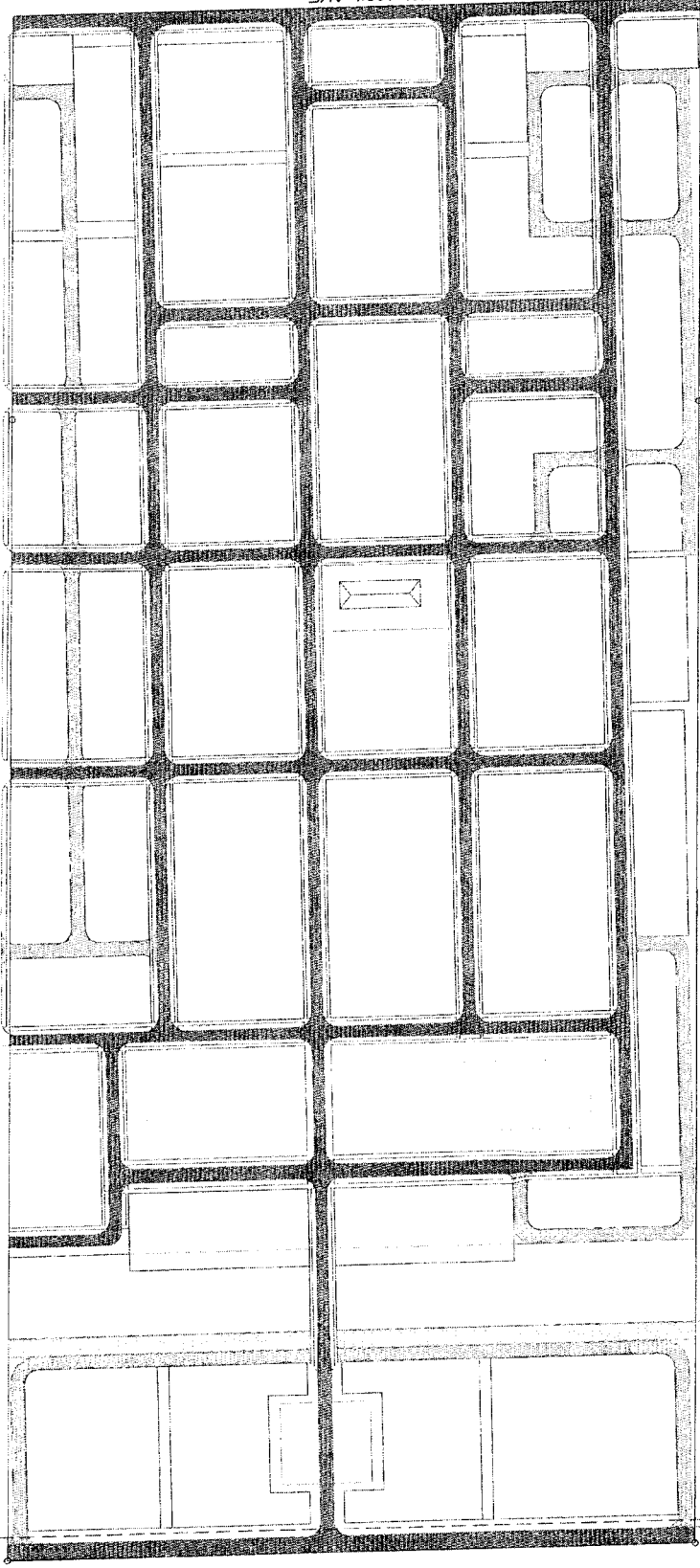
RURAL VILLAGE DATA TABLE

2010 Acres		2010 Acres		2010 Acres		2010 Acres	
Total Gross Area		PFI Acreage		Grassland		Gross Nonforested Property	
2240 Acres		3.10 Acres		0 Acres		6220 Acres	
Parcel	Name	Area (Acres)	Percentage of Nonforested Property	Units	Area (Total)		
Public Trust Tract	Marine City Marina	110					
	Marine City Marina	110					
	Grassland Area	1.45					
	Grassland	1.45					
	Sub-Total	4.25	6.7%				
C&W Tract	Sub-Total	1.61	2.3%				
	Sub-Total	2.45					
Shipment to San	Commercial/Residential	2.25	3.6%				
	Residential	2.25					
	With 1 unit						
	With 1 unit						
	With 1 unit						
Residential Use Units	With 1 unit	5.85					
	With 1 unit	5.85					
	Sub-Total	13.64	21.6%				
	Sub-Total						
	Sub-Total						
Total Gross Area		PFI Acreage		Grassland		Gross Nonforested Property	
2240 Acres		3.10 Acres		0 Acres		6220 Acres	

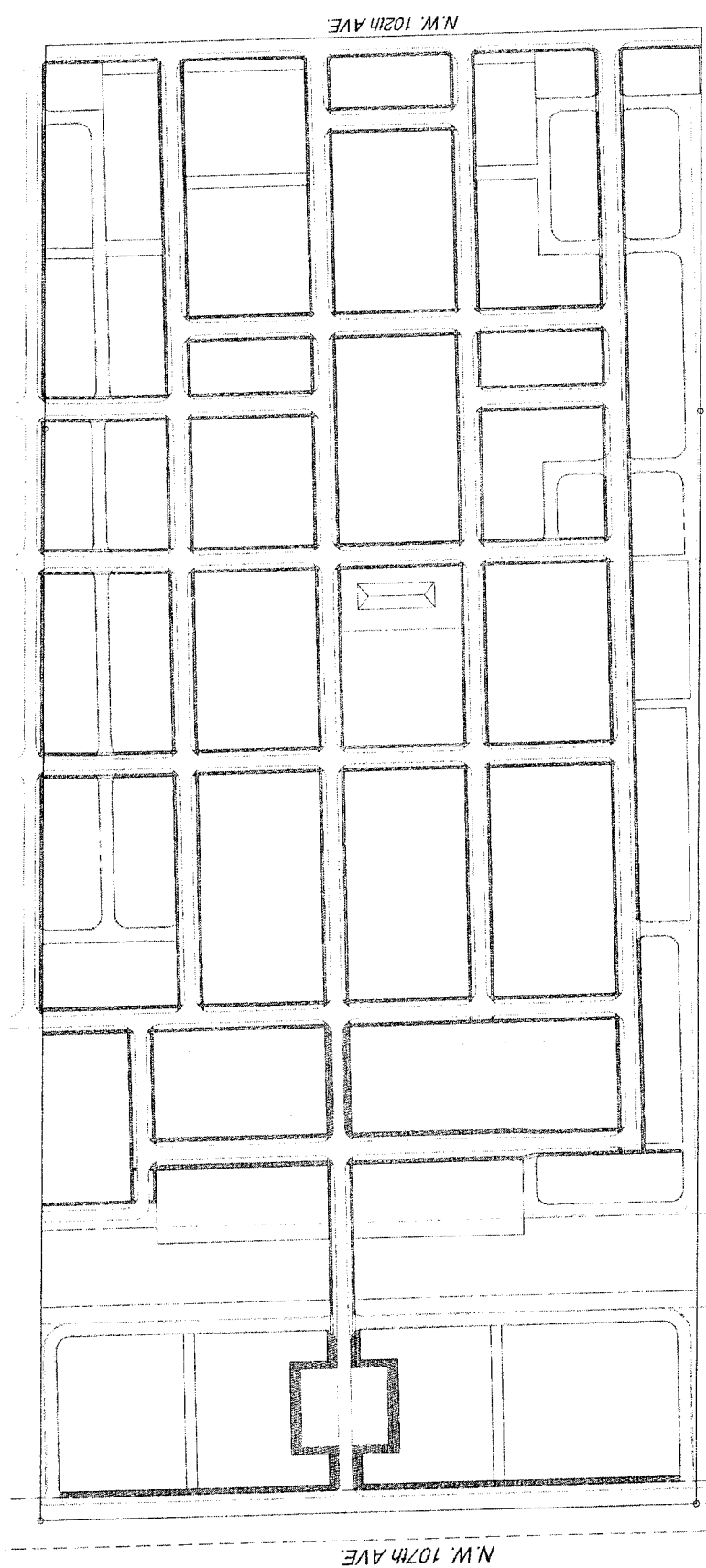


TYPICAL STREET SECTION-A SCALE: 1"=17'

CONCEPTUAL VEHICULAR CIRCULATION PLAN N.T.S.



INITIAL T.O.D. SUBMITTAL



CONCEPTUAL PEDESTRIAN CIRCULATION PLAN N.T.S.

N.W. 107th AVE

N.W. 102nd AVE

**VALLE
VALLE
&
PARTNERS**

ARCHITECT
14100 N.W. 11th Ave.
Suite 200
Miami, FL 33187
Tel: 305.478.8881
Fax: 305.478.8881

PROJECT NO. **1003**

CLIENT
ATLAS DEVELOPMENT
14100 N.W. 11th Ave.
Suite 200
Miami, FL 33187
Tel: 305.478.8881
Fax: 305.478.8881

DATE	
BY	
FOR	
REVISION	
DATE	
BY	
FOR	

DORAL VILLAGE
CITY OF DORAL - FLORIDA

DATE: NOVEMBER 14, 2007
TASD INITIAL REVIEW
DESIGNED BY: VALLE VALLE & PARTNERS
DRAWN BY: VALLE VALLE & PARTNERS
CHECKED BY: VALLE VALLE & PARTNERS
APPROVED BY: VALLE VALLE & PARTNERS
PROJECT NO. 1003
SHEET NO. 1 OF 1
SCALE: AS SHOWN
NOT TO BE USED FOR CONSTRUCTION WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT

[Signature]
ARCHITECT

DATE: JAN 13, 2008

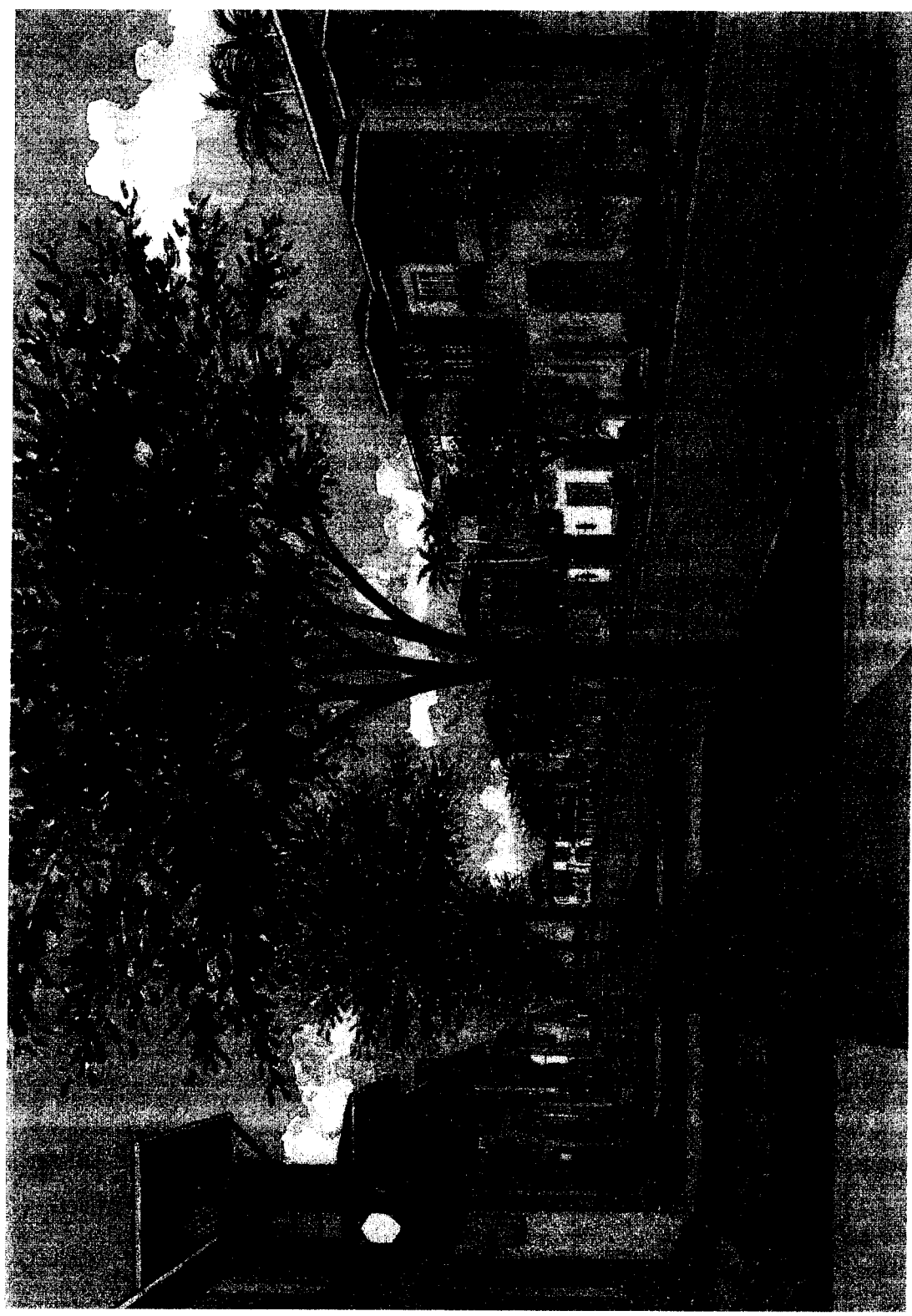
BY: [Signature]

FOR: P-6

INITIAL, T.M.O. SUBMITTAL



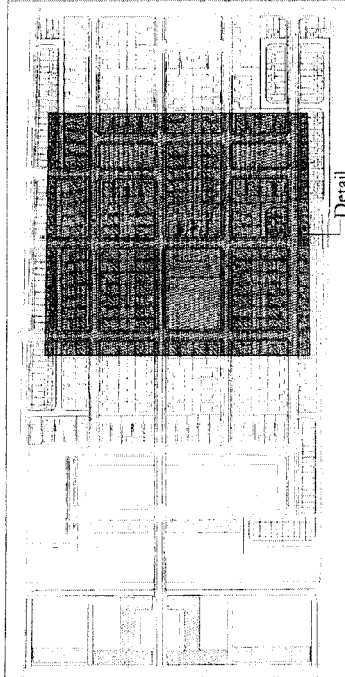
ARCHITECTURAL RENDERING- CONCEPTUAL VIEW OF BRIDGE



ARCHITECTURAL RENDERING- CONCEPTUAL VIEW OF TYPICAL RESIDENTIAL STREET

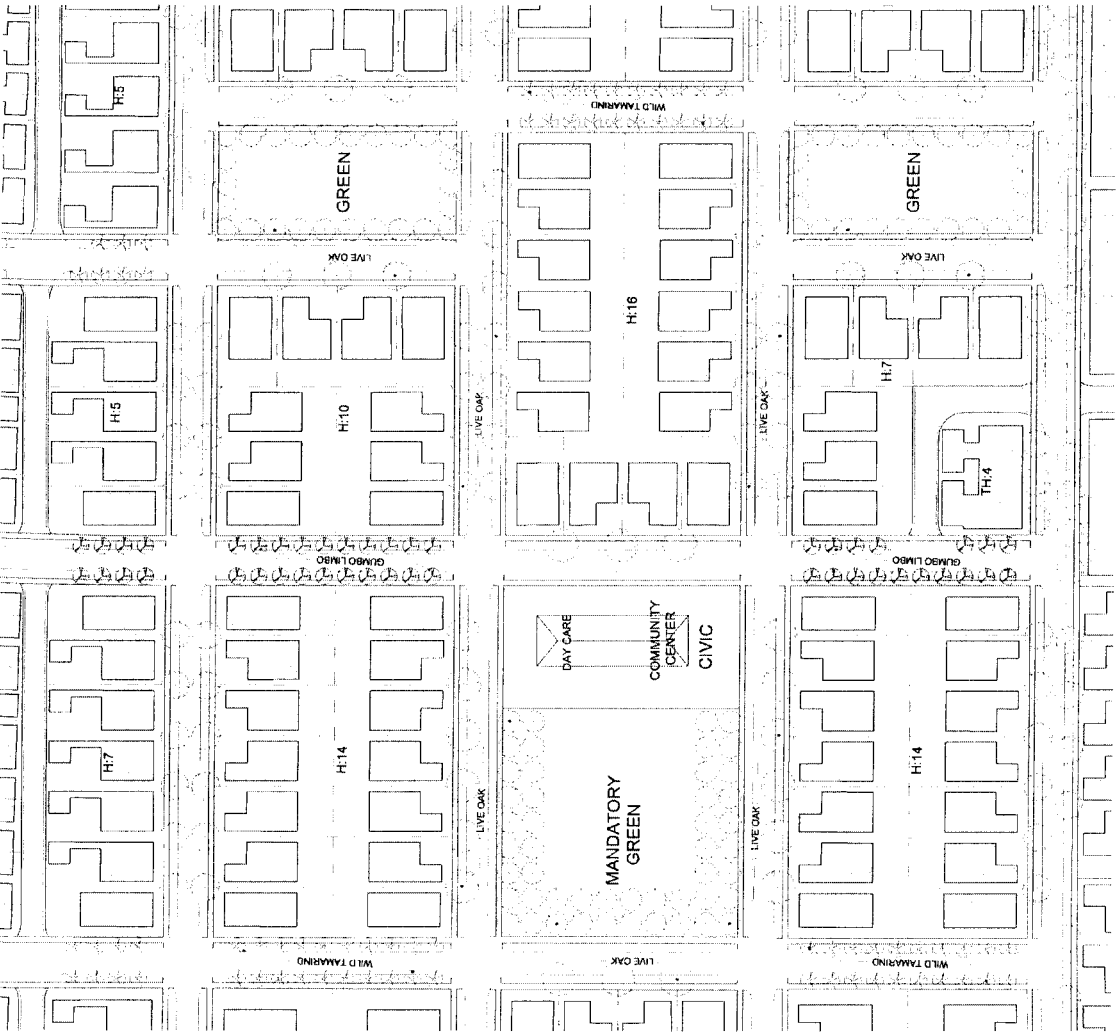
INITIAL T.N.D. 01/13/2017

DORAL VILLAGE
CITY OF DORAL - FLORIDA



Detail

KEY MAP



NOTE:
1. STREETS GOING NORTH - SOUTH SHALL HAVE GUMBO LIMBO OR WILD TAMARIND FOR STREET TREES
2. STREET GOING EAST - WEST SHALL HAVE LIVE OAKS FOR STREET TREES
3. LIVE OAKS SHALL BE USED IN THE GREEN AREAS AROUND WATERS EDGE

- LEGEND**
- GUMBO LIMBO
 - WILD TAMARIND
 - LIVE OAK

GENERAL LANDSCAPE FEATURE AND PALETTE Scale: 1"=50'

EXHIBIT “B”

Holland+Knight

Tel 305 374 8500
Fax 305 789 7799

Holland & Knight LLP
701 Brickell Avenue, Suite 3000
Miami, FL 33131-2847
www.hklaw.com

Juan J. Mayol, Jr.
305 789 7787
juan.mayol@hklaw.com

February 27, 2007

Mr. Nathan Kogon
Planning Director
City of Doral
8300 NW 53rd Street, Suite 100
Doral, Florida 33166

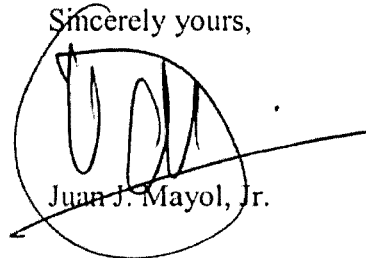
Re: Doral Breeze and Doral Villages

Dear Nathan:

In connection with the above referenced applications, enclosed please find the executed Declarations of Restrictions along with the supporting opinions of title.

Thank you for your attention to this matter. Should you have any questions or comments, please do not hesitate to contact me.

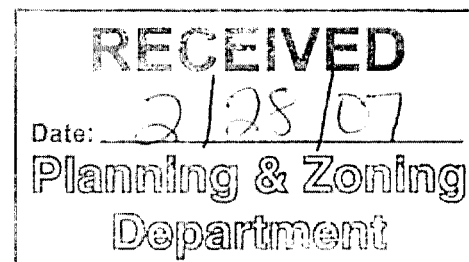
Sincerely yours,



Juan J. Mayol, Jr.

JJM/ma
cc: John Hearn, Esq.
Mr. Cesar Llano

4387728_v1



This instrument was prepared by:

Name: Juan J. Mayol, Jr., Esq.
Address: Holland & Knight LLP
701 Brickell Avenue
Suite 3000
Miami, Florida 33131

(Space Reserved for Clerk of the Court)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned, ATLAS PROPERTY I, LLC, a Florida limited liability company (the "Owner"), holds the fee simple title to that certain parcel of land, which is legally described in Exhibit "A" to this Declaration (hereinafter the "Property"); and

WHEREAS, the Owner has heretofore submitted an application for site plan approval (the "Application") to the City of Doral (the "City") to facilitate the development of the Property.

NOW, THEREFORE, in order to assure the City that the representations made by the Owner during consideration of the Application will be abided by, the Owner freely, voluntarily and without duress, makes the following Declaration of Restrictions covering and running with the Property:

1. **Site Plan.** The Property shall be developed substantially in accordance with the plans previously submitted, entitled, "Doral Villages", prepared by Valle Valle & Partners, dated January 13, 2007, said plans being filed with the City of Doral Planning and Zoning Department, and by reference made a part of this Declaration, as may be amended during the public hearing on the Application (the "Plan").

2. **Maximum Density.** Notwithstanding the approval of the Application, the density of any residential development on the Property shall not exceed seven hundred fifty-two (752) residential dwelling units. Notwithstanding the foregoing residential density limitation, nothing

in this Declaration shall limit or otherwise prevent the Owner, after zoning approvals, from developing other, non-residential, permitted uses that are consistent with the LUP designation of the Property.

3. **Improvement of NW 102nd Avenue.** Prior to the issuance of a certificate of use and occupancy for the dwelling unit representing twenty-five percent (25%) of the dwelling units within the Property, the Owner shall cause the improvement of NW 102nd Avenue as a two-lane roadway (of a future four-lane roadway) along the eastern boundary of the Property, all in accordance with the applicable City and County regulations.

4. **Improvement of Bike Path.** Prior to the issuance of a certificate of use and occupancy for the dwelling unit representing fifty percent (50%) of the dwelling units within the Property, the Owner shall cause the improvement of a bike path within the Florida Power & Light easement located at the western end of the Property. The bike path shall be designed and improved in accordance with standards approved by the City and applicable to other similar bike paths in the City. The Owner's obligations under this Paragraph shall be null and void and of no further force and effect if the Owner fails to secure all required approvals, including, without limitation, the approval of the South Florida Water Management District and Florida Power & Light.

5. **Charter School.** Prior to the full school year following the issuance of a certificate of use and occupancy for the dwelling unit representing fifty percent (50%) of the dwelling units within the Property, the Owner shall cause an additional 301 student stations to be available in the Grand Bay charter school, over and above the stations needed to serve the students generated by the Grand Bay TND, as reflected in the final site plan approved by the City, to serve the impact created by the development of the Property, which impact shall be calculated in

accordance with the formula utilized by the School District in conducting the School Impact Review Analysis.

6. **Notice Requirements.** The Owner, its successors and assigns, shall provide each prospective purchaser or lessee of a residential unit or non-residential space (collectively, the "Occupants") within the Property a written notification, acknowledgment, waiver and release (the "Notice") recognizing that the Property is served in part by privately owned drives or roads. The Notice shall advise the Occupants, their successors and assigns and other future occupants that the City will not be responsible for the maintenance of the private drives or roads within the Property. Such Notice shall be in the form attached as Exhibit "B" to this Declaration.

The Owner, its successors and assigns, shall cause every Occupant to execute the Notice in writing, which shall either be included in the sale and purchase contract or lease agreement for each unit, shop or other property or shall be by separate instrument prior to the execution of any such contract. The Owner shall record every executed Notice in the Public Records of Miami-Dade County.

7. **Use of Civic Parcels.** The Owner agrees to permit the City to use those sites designated as "Square" or "Green" and/or any other civic or park designated sites on the Property for civic purposes, following reasonable written notice of such intended use to the Owner and at such times when the site is not in use by the Owner or occupants of the Property. The City shall be responsible for security during its use of the site and shall restore the site to the condition in which it was provided.

8. **Miscellaneous.**

A. **City Inspection.** As further part of this Declaration, it is hereby understood and agreed that any official inspector of the City, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the

premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

B. Covenant Running with the Land This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at the Owner's expense, in the Public Records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the undersigned Owner, its heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the public welfare.

C. Term This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date that this Declaration is recorded, after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by the City and the Owner has secured the consent of the adjacent property owners as described below.

D. Modification, Amendment, Release This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner(s) of such portion of the Property that is covered under such modification, amendment or release, including joinders of all mortgagees, if any, provided that the same is also approved by the City Council, or other procedure permitted under the City of Doral Code, whichever by law has jurisdiction over such matters.

Should this Declaration of Restrictions be so modified, amended or released, the Planning Director, or the executive officer of the successor of the Community Development Department

Planning Division, or in the absence of such director or executive officer by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

E. Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this Declaration 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 attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

F. Authorization for the City to Withhold Permits and Inspections In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the City is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this Declaration is complied with.

G. Election of Remedies. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

H. Presumption of Compliance. 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 Declaration.

I. Severability. Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect.

J. Recording. This Declaration shall be filed of record in the Public Records of Miami-Dade County, Florida, at the cost of the Owner, following the adoption by the City Council of a resolution approving the Application.

[Signature Pages Follow]

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 23rd day of

FEBRUARY, 2007.

WITNESSES:

ATLAS PROPERTY I, LLC,
a Florida limited liability company

Signature _____

Signature

Signature _____

 Print Name _____

Print Name _____

Print Name _____

Signature

CB512BU E Lbld

Print Name _____

By:

Signature

SERGEANT PIND MANDOSER
Print Name/Title

Print Name/Title

Address: 7270 N.W. 2 STREET

S.V.E. 410

MIAMI FL 33126

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

The foregoing instrument was acknowledged before me this 23 day of Feb, 2007, by SERGIO PINO on behalf of ATLAS PROPERTY I, LLC, a Florida limited liability company, who is personally known to me or has produced Known to me as identification, and acknowledged that they did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

Notary Public, State of Florida

Notary Public, State of Florida

Print Name _____

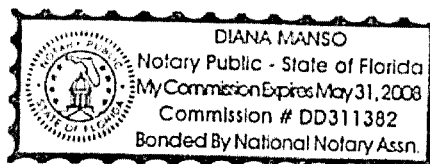


Exhibit "A"

Legal Description

LEGAL DESCRIPTION:

A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida.
Being more particularly described as follows:

COMMENCE at the SW corner of said Section 8-53-40; thence N01°43'29"W along the West line of said Section 8 for a distance of 730.21 feet; thence N89°39'25"E for a distance of 1966.23 to the POINT OF BEGINNING of the following described parcel of land; thence N01°44'24"W along said line for a distance of 1190.42 feet; thence N89°39'25"E for a distance of 691.18 feet; thence S01°44'24"E for a distance of 1190.42 feet; thence S89°39'25"W for a distance of 691.18 feet to the POINT OF BEGINNING.

LEGAL DESCRIPTION:

A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida.
Being more particularly described as follows:

COMMENCE at the SW corner of said Section 8-53-40; thence N01°43'29"W along the West line of said Section 8 for a distance of 730.21 feet to the POINT OF BEGINNING of the following described parcel of land; thence continue N01°43'29"W along said line for a distance of 1190.41 feet; thence N89°39'25"E for a distance of 655.91 feet; thence S01°44'24"E for a distance of 1190.42 feet; thence S89°39'25"W for a distance of 1966.23 feet to the POINT OF BEGINNING.

Exhibit "B"

NOTICE OF PRIVATE DRIVES, ACKNOWLEDGMENT, WAIVER AND RELEASE:

The purchasers (their heirs, successors and assigns), lessees, occupants and residents (hereinafter jointly and severally, the "Covenantors") are hereby advised and hereby acknowledge, agree and covenant as follows:

The subject property is served in part by privately owned drives and/or roads (the "Private Drives"). As a result, the Private Drives located within the subject property are not maintained by the City of Doral.

Further, the Covenantors waive and release the City of Doral from any and all liability for any past, present or future claims, and hereby agree not to file any claim or action against the City of Doral, pertaining to or arising out of the current or future use of the Private Drives. This waiver and release includes, but is not limited to, both non-constitutional and constitutional claims and actions (including, but not limited to, inverse condemnation, takings and nuisance), of any kind or other constitutional or non-constitutional claims of any kind or nature whatsoever. In the event that any paragraph or portion of this Notice is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, it shall affect no other provision of this Notification, Acknowledgment, Waiver and Release ("Notice"), and the remainder of this Notice shall be valid and enforceable in accordance with its terms.

**JOINDER BY MORTGAGEE
CORPORATION**

The undersigned, Wachovia Bank, National Association and Mortgagee under that certain Mortgage, and any subsequent Future Advances, from Atlas Property I, LLC., a Florida limited liability company, recorded in Official Records Book 22878, Page 4330, in the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing Declaration of Restrictive Covenants, does hereby consent to the execution of this Declaration of Restrictive Covenants by Atlas Property I, LLC., a Florida limited liability company, and agree that in the event Mortgagee or any other party shall obtain title to the property through foreclosure or deed-in-lieu of foreclosure, this Declaration of Restrictive Covenants shall be binding upon the entity obtaining title as the then owner of such property.

IN WITNESS WHEREOF, these presents have been executed this 26 day of FEBRUARY, 2007.

WITNESSES:

Wachovia Bank, National Association

Irina Shkolnik
Print or Type Name

By: Philip Lyew

Title: SVP

Print name: PHILIP LYEW

Address: 1 EAST BROWARD BLVD

3rd Floor

FT. LAUDERDALE, FL 33305

(Corporate Seal)

STATE OF FLORIDA)
) SS
COUNTY OF Broward

The foregoing instrument was acknowledged, before me this 26th day of February, 2007 by Philip Lyew, of Wachovia Bank, National Association, on behalf of the corporation. He/She is personally known to me or has produced _____, as identification and did/did not take an oath.

Irina Shkolnik
Notary Public -State of _____
Print Name _____
My Commission Expires: _____

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