



# CITY OF DORAL RECORD (MASTER) COPY TRANSMITTAL FORM

OFFICE OF THE CITY CLERK  
Page 1 of 1

Transmittal From: Planning and Zoning  
Department

Delivered by: Mercy Arce  
Name

Date of Transmittal: November 18, 2011

City Clerk's Date Stamp

11-18-11P03:48 RCVD

The following record (master) copy is being transmitted to the Office of the City Clerk:

- |   |   |
|---|---|
| <input type="checkbox"/> Contract             | <input type="checkbox"/> Vehicle Title            |
| <input checked="" type="checkbox"/> Agreement | <input type="checkbox"/> Special Magistrate Order |
| <input type="checkbox"/> Lease                | <input type="checkbox"/> Other:                   |
| <input type="checkbox"/> Deed                 | _____   |
| <input type="checkbox"/> Bond Documentation   | _____   |

Is this record (master) copy to be recorded with the County Clerk?  Yes  No

Is this contract/ agreement:  Capital Improvement  Non Capital Improvement

Description of Record Copy: Master Development Agreement approved on 10/12/2011 by Ordinance 2011-21 Vintage Estates

### Office of the City Clerk Administrative Use Only

Received by: CHRISTINA MUNOZ

Reviewed for completion by: Barbara Heron

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# Holland & Knight

701 Brickell Avenue, Suite 3000 | Miami, FL 33131 | T 305.374.8500 | F 305.789.7799  
Holland & Knight LLP | [www.hklaw.com](http://www.hklaw.com)

Juan J. Mayol, Jr.  
305.789.7787  
[juan.mayol@hklaw.com](mailto:juan.mayol@hklaw.com)

VIA HAND DELIVERY

October 7, 2011

Mr. Nathan Kogon  
Director of Planning and Zoning  
City of Doral  
8300 NW 53rd Street  
Suite 206  
Doral, FL 33166

Attn: Ms. Mercy Arce

**Re: Renegade at Doral, LLC / Ordinance No. 2011-21**

Dear Mr. Kogon:

Enclosed for your review is the original, executed Master Development Agreement.

Should you have any questions, please do not hesitate to contact me at 305-789-7526.

Sincerely,

HOLLAND & KNIGHT LLP



Siuby Fleites,  
Assistant to  
Juan J. Mayol, Jr.

JJM:sf  
Enc.

## MASTER DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into this 12<sup>th</sup> day of October, 2011, by and between Renegade 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 "Low Density Residential" on the City's Comprehensive Plan (as herein defined) and zoned 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 170 unit residential project as permitted by the Comprehensive Plan and the Land Development Regulations (the "Project"); and

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 Section 163.3220, Florida Statutes ("F.S."), et. al.;

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. "Comprehensive Plan" means the City's comprehensive plan meeting the requirements of Chapter 163, F.S.

b. "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. This term does not include the future fee simple homeowners of any individual lot within the Development. Upon execution and recording of such assignment, the assignee will be deemed the Developer hereunder to the extent set forth in such assignment.

- c. "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, the dividing of land into three or more parcels and such other activities described in Section 163.3221(4), F.S.; provided, however, that activities and uses set forth in Section 163.3221(4)(b), F.S., shall not constitute Development.
- d. "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.
- e. "Effective Date" is the latter of the date of execution of this Agreement by the Developer or the City.
- f. "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.
- g. "Land" means the earth, water, and air, above, below, or on the surface and includes and improvements or structures customarily regarded as land.
- h. "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.
- i. "Laws" means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, and rules adopted by a local government affecting the Development of Land.
- j. "Local Government" means any county or municipality or any special district or local government entity established pursuant to law which exercises regulatory authority over, and grants Development Permits for, land Development.
- k. "Pattern Book" is that master development plan entitled "Vintage Estates," prepared by Pascual, Perez, Killidjian, and Associates, dated August 2, 2011 and revisions submitted to the City on September 5, 2011, consisting of 30 sheets 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 governs the administrative review of the Site Plan for the Project.
- l. "Project" means the Development approved pursuant to the Project Approval.
- m. "Project Approval" is defined in Section 6 of this Agreement.

- n. "Property" is that certain +/-28 acre parcel of real property owned by the Developer, as more particularly described in Exhibit "A" attached hereto.
- o. "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.
- p. "Site Plan" is that Development plan entitled "Vintage Estates," prepared by Pascual, Perez, Killidjian, and Associates, dated August 2, 2011 and revisions submitted to the City on September 2, 2011, consisting of 60 sheets and approved by the City, comprised of a scaled and dimensioned site plan (with landscaping), elevation, and typical floor plans submitted for administrative approval and reviewed for consistency with the Project Approval.
- q. "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 the Florida Local Government Agreement Act, Section 163.3220, F.S., et. al.

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 a term of fifteen (15) years from the Effective Date (the "Term").

b. The expiration date of the Agreement shall be upon the expiration of the Term from the Effective Date (the "Expiration Date").

c. The time frames set forth in this Agreement shall be considered stayed and tolled for the time lost resulting from the pendency of any City initiated 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 Pattern Book and the Site Plan 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 accords with the Land Development Regulations. Upon execution of this

Agreement and for the Term, 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. **Density, Building Heights, Setbacks and Intensities.** The maximum density, heights, setbacks, and intensities for any Development on the Property shall be regulated by the Project Approvals. Setbacks for accessory structures will be governed by the City's Land Development Code Chapter 74 for single-family homes and Section 68-168 for townhomes.

c. **Combining of Multiple Lots.** The Developer reserves the ability to combine two or more lots into single Development sites. The reduction of density of the Project resulting from the combination of lots to form single Development sites shall be deemed consistent with the Project Approval, the Land Development Regulations, and the applicable provisions and designations in the Comprehensive Plan.

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. This Development program consists of a maximum density of 60 attached single-family homes and 110 detached single-family homes. The Development of the Property in conformity with this Development program, as provided in the Pattern Book, 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 during the Term and 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 has proffered a Site Plan for administrative site plan approval by the City's Planning and Zoning Director. The Site Plan has been designed to generally conform to the Project Approval and the applicable provisions of the Land Development Regulations and Comprehensive Plan. The administrative approval process shall not prohibit Development of the Site Plan so long as the density of Development and height of the structures within the Development subject to the Site Plan is in substantial compliance with the Project Approval, the applicable provisions of the Land Development Regulations and Comprehensive Plan, and generally consistent with the terms contained in this Agreement.

In the event that the City's Planning and Zoning Director does not approve the Site Plan, the Director shall render his or her decision by notifying the Developer (or its assigns as to such portion of the Property) in writing by certified mail, overnight express delivery, or hand delivery. The Developer, or its assigns, has the right to appeal the administrative decision directly to the City Council for the City Council to determine whether the City's Planning and Zoning Director erred in his or her decision to deny the approval of the Site Plan based on the Site Plan's conformance with this Agreement, the Project Approval, and the applicable provisions of the Land Development Regulations and Comprehensive Plan. The City agrees to process any appeal to the City Council on an expedited basis and, in the absence of a force majeure event, agrees to hear and decide on any appeal within sixty (60) days from receipt

of a letter from the Developer requesting such hearing addressed to the City Clerk that appeals the decision of the City's Planning and Zoning Director.

c. **Downzoning.** For the Term of this Agreement, the City shall not downzone or otherwise limit the ability of the Developer to develop the Property in accordance with the Project Approval and nothing shall prohibit the issuance of further Development orders and approvals in conformity with same. The parties hereby agree that, upon written notice by the Developer to the City that it intends to abandon the Project (or any portion thereof), the limitations on the City set forth in this Section 6 shall be waived as to the portion of the Project referenced in the written notice and, notwithstanding anything else to the contrary in this Agreement, the Developer shall have the right to develop the Property (or any portion thereof) in accordance with the then effective Comprehensive Plan and Land Development Regulations.

7. **Maintenance of Common Areas.** The common areas of the Property shall be maintained by a homeowners' association. Substantial amendments to the maintenance provisions of the homeowners' association documents shall require review by the City Manager or his/her designee to ensure that the association maintains the assessment and lien rights to ensure that the Property is properly maintained.

8. **Safe Sight Distance Triangles.** The Developer shall not install landscaping or fencing within the safe sight distance triangles at the Project access points or at the corners of the easternmost roadway within the Property. The safe sight distance triangle clearance shall be enforced by a homeowners' association.

9. **Access to Project.** Entry gates may be installed at the Property access points. The entry gates shall open with the use of card readers, Knox call box, phone entry panel, or other similar secure access technology. Entry gates may be installed at the access point located on the west side of NW 104 Avenue. Said entry gates shall open automatically for vehicular egress from the Property and shall be for resident ingress only. No visitor access shall be granted at this location. The entry gates on the west side of NW 104 Avenue shall remain open for all traffic during the construction of the Project and the construction of NW 104 Street to allow vehicular access to residents and visitors from and to the eastern residential parcel and NW 107 Avenue. Upon completion of both the Project and NW 104 Street, the entry gates shall then operate permanently, as contemplated, to open automatically for vehicular egress from the Property and for resident ingress only.

10. **Construction and Dedication of Bikeway.** To the extent permitted by Florida Power and Light ("FPL") and/or any other Utility or governmental agency having jurisdiction thereof, the Developer shall improve the land under the FPL service lines located along the west Property line by constructing a greenbelt with a linear bike path for cyclists and pedestrians, as shown on Sheet SP-2 of the Site Plan (the "Bikeway"). All improvements to the Bikeway shall be completed prior to the issuance of the Certificate of Occupancy for the 87<sup>th</sup> 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 87<sup>th</sup> dwelling unit, the Developer shall cause the recordation of an easement granting the use and enjoyment of the Bikeway to the public. The Developer shall include the maintenance of the Bikeway 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 Bikeway. Upon written notice by the City, the Developer shall dedicate or convey all or a portion of the Bikeway inclusive of all improvements and amenities to the City. Upon such dedication or conveyance, the City shall maintain the Bikeway at its sole cost and assume any and all liability associated with such ownership and encumbrances. In the event of the City's acceptance of the dedication of the Bikeway, nothing in this Paragraph 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 pursuant to the provisions of Paragraph 16 of this Agreement.

11. Public Services and Facilities: Concurrency. The Developer shall pay its pro rata share of the costs for the expansion of NW 107 Avenue in the amount of Four Hundred Nine Thousand Seven Hundred Thirty-One Dollars and Forty-Nine Cents (\$409,731.49) in accordance with the schedule provided in Exhibit "B" to this Agreement. This contribution was agreed to as part of the previous Development approvals issued for the Property. The improvements to NW 107 Avenue have been completed as part of the subdivision improvements required by the City and the pro rata payment is due and payable by the Developer. The pro rata payment shall be deemed a contribution over and above impact fees, as defined by Section 16 of this Agreement. For purposes of concurrency review, it is hereby agreed that, throughout the Term of this Agreement, the City shall reserve and maintain available sufficient infrastructure capacities to serve this Project up to the full build-out contemplated by the Project Approval. All subsequent Development orders or permits sought to be issued that are in general conformity with the Project Approval and this Agreement are hereby found to meet concurrency standards set forth in the Comprehensive Plan, as such standards may be amended from time to time, and to be consistent with the Land Development Regulations so long as the Developer develops the Property in general compliance with the terms and conditions contained within the Project Approval.

12. Improvements to NW 104 Avenue. The Developer shall design and construct a traffic calming device within the center median of NW 104 Avenue. Such design and construction shall be subject to approval by the City's Public Works Department Director. The cost of the installation of said traffic calming device shall be deemed a contribution over and above impact fees, as defined by Section 16 of this Agreement.

13. Local Development Permits. The Property has not been the subject of any local Development Permits. The City will need to approve certain additional Development Permits in order for the Developer to complete the Project in a manner consistent with the Project Approval, the Land Development Regulations, and the Comprehensive Plan:

- a. Site Plan approvals;
- b. Subdivision plat and/or waiver of plat approvals;
- c. Water, sewer, paving and drainage, and other infrastructure permits;
- d. Covenant or Unity of Title acceptance or release of existing unities or covenants;
- e. Building permits;
- f. Certificates of occupancy; and



g. Any other official action of the City and/or Miami-Dade County, Florida, having the effect of permitting the Development of land.

14. 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.

15. Security During Construction. During construction of the Project, Developer shall provide security to those phases under construction from 7:00 p.m. to 7:00 a.m., Monday through Friday, and 24 hours per day on weekends and holidays.

16. Impact Fees. The impact fees that are in effect as of the effective date of this Agreement and that would apply to the Development of the Project are specifically provided in Exhibit "C." It is agreed and understood by the parties that no other impact fees other than those listed in Exhibit "C" will apply to the Development of the Project. No new impact fees or increases to the fees in existence as of the Effective Date shall be adopted by the City or otherwise be applied to the Development of the Project during the Term. The City and Developer shall coordinate their efforts to derive the maximum benefits of any impact fee payments in favor of the Project and the City. 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.

17. Notification of Proximity of Solid Waste Facility. The Developer shall provide each prospective purchaser or lessee within the Property with a written notification, acknowledgement, waiver, and release recognizing that the Property is located in proximity to the Miami-Dade County Resource Recovery Facility and the Miami-Dade County Ash Landfill. The Developer shall cause every prospective purchaser or lessee to execute the written notification, acknowledgement, waiver, and release in writing and the Developer shall record the executed written notification, acknowledgement, waiver, and release in the Public Records of Miami-Dade County, Florida. The terms of the Developer's obligation to provide said notification and the form of notification are attached hereto as Exhibit "D."

18. Reservation of Development Rights. For the 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. The Property shall not be subject to downzoning, unit density reduction, or any other limitation upon the Development rights in effect upon the Effective Date of this Agreement and during the Term of this Agreement. However, nothing herein shall prohibit an increase in Development density or intensity within the Project in a manner consistent with the Comprehensive Plan, provided that an increase in density shall result in pro rata adjustments to the impact fee benefits to the City provided in Section 16 of this Agreement.

The expiration or termination of this Agreement, for whatever reason, shall not be considered a waiver of, or limitation upon, the rights, including, but not limited to, any claims of vested rights or equitable estoppel, obtained or held by the Developer or its successors or assigns to continue Development of the Project in conformity with the Project Approval and all prior subsequent Development Permits or Development orders granted by the City, including, but not limited to, those rights granted under the Comprehensive Plan and the Land Development Regulations, as in effect on the Effective Date or as subsequently amended.

19. **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.

20. **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.

21. **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  
  8300 N.W. 53<sup>rd</sup> Street  
  Doral, Florida 33166

With a copy to:                City Attorney  
  City of Doral  
  8300 N.W. 53<sup>rd</sup> Street  
  Doral, Florida 33166

If to Developer at:          Renegade at Doral, LLC  
  c/o 990 Biscayne Boulevard, Suite 1501  
  Miami, Florida 33132

With a copy to:                Juan J. Mayol, Jr., Esq.  
  Holland & Knight, LLP  
  701 Brickell Avenue, Suite 3000  
  Miami, Florida 33131

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.

22. 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.

23. 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.

24. 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, pursuant to Sections 163.3225 and 163.3237, F.S.

25. 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 provisions of this section shall survive the termination of this Agreement.

26. Cumulative Remedies. Nothing contained herein shall prevent the Developer from exercising its rights and remedies it may have under law.

[SIGNATURE PAGES FOLLOW]





## **EXHIBIT A**

### **Legal description of the Property:**

Tracts 28 and 29, in Section 17, Township 53 South, Range 40 East, FLORIDA FRUIT LAND COMPANY'S SUBDIVISION No.1, according to the Plat thereof as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida. Less and Except therefrom any right-of-way any dedications of record. Said lands lying in and being in the City of Doral, Florida.

AND

Tract 20, in Section 17, Township 53 South, Range 40 East, FLORIDA FRUIT LAND COMPANY'S SUBDIVISION No.1, according to the Plat thereof as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida. Less and Except therefrom that portion of Tract 20 lying within the Easterly 250 feet of the Northwest Quarter (NW ¼) of said Section 17. And also Less and Except therefrom any right-of-way dedications of record. Said lands lying in and being in the City of Doral, Florida.

## EXHIBIT B

### Schedule of Payments for NW 107 Improvement Contribution

The Developer shall be responsible for the total payment of \$409,731.49 for its pro rata share of the completed NW 107 Avenue improvements, which shall be payable in four (4) installments, in accordance with the following schedule:

1. Payment in the amount of \$102,432.88 shall be payable within ten (10) days of recordation of the final plat of the Property;
2. Payment in the amount of \$102,432.87 shall be payable within ten (10) days of the issuance of the first Certificate of Occupancy issued for the Property;
3. Payment in the amount of \$102,432.87 shall be payable within nine (9) months following the issuance of the first Certificate of Occupancy issued for the Property; and
4. Payment in the amount of \$102,432.87 shall be payable within twelve (12) months following the issuance of the first Certificate of Occupancy issued for the Property.

## EXHIBIT C

### Vintage Estates Impact Fees

- Doral Roadway

$$1413 \text{ trips} \times \$190.43 \times 1.05 = \$282,531.47$$

- Doral Parks

$$110 \times \$1,453.40 = \$159,874.00$$

$$60 \times \$1,453.40 = \$ \underline{87,204.00}$$
$$\$247,078.00$$

- Doral Police

$$110 \times \$101.29 = \$11,141.90$$

$$60 \times \$101.29 = \$ \underline{6,077.40}$$
$$\$ 17,219.30$$

- County Roadway

$$110 \times \$3,359.01 = \$369,491.10$$

$$60 \times \$2,056.61 = \$ \underline{123,396.60}$$
$$\$492,887.70$$

- County Schools

$$110 \times (\$612.00 + (2,700 \times 0.918)) = \$339,966.00$$

$$60 \times (\$612.00 + (1,100 \times 0.918)) = \$ \underline{97,308.00}$$
$$\$437,274.00$$

**Total Doral Fees = \$ 546,828.47**

**Total County Fees = \$ 930,161.70**

**Total Estimated Fees = \$1,476,990.17**



## **Exhibit D**

### **NOTIFICATION, ACKNOWLEDGMENT, WAIVER AND RELEASE OF PROXIMITY OF SOLID WASTE FACILITY**

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

The subject property is located in proximity to the Miami-Dade County Resource Recovery Facility and the Miami-Dade County Ash Landfill, both of which are used in connection with the County's solid waste management and disposal activities, and operate 24 hours per day, 7 days a weeks. As a result, occupants of the property may be affected by odors, noise, or dust emanating from the Ash Landfill and Resource Recovery Facility (the "Facility") and truck traffic entering and exiting the Facility during daytime and nighttime hours.

The Covenanters agree that they do not object to the presence of the Resource Recovery Facility or the Ash Landfill, or their respective operations. The Covenanters agree that they waive and shall not raise any objection to the continued operation of the Facility. Further, the Covenanters waive and release Miami-Dade County from any and all liability for any past, present or future claims, and the Covenanters hereby agree not to file any claim or action against Miami-Dade County or the operator of the Facility, pertaining to or arising out of the current operations of the Facility. 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.

**ORDINANCE #2011-21**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DORAL , FLORIDA APPROVING THE REZONING OF ± 28 ACRES GENERALLY LOCATED EAST OF NW 107<sup>th</sup> AVENUE AT NW 70<sup>th</sup> STREET, DORAL, FLORIDA FROM MF-1 (MULTI-FAMILY RESIDENTIAL) TO PUD (PLANNED UNIT DEVELOPMENT); PROVIDING FOR RECORDATION AND PROVIDING FOR EFFECTIVE DATE**

**WHEREAS, Renegade at Doral, LLC ("Applicant"), has requested approval of a rezoning of ± 28 acres generally located at East of NW 107<sup>th</sup> Avenue at NW 70<sup>th</sup> Street, Doral, Florida, from MF-1 (Multi-Family Residential) to PUD (Planned Unit Development) ; and**

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

**WHEREAS, on September 14<sup>th</sup>, 2011, 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. A rezoning of ± 28 acres generally located at East of NW 107<sup>th</sup> Avenue at NW 70<sup>th</sup> Street, Doral, Florida, from MF-1 (Multi-Family Residential) to PUD (Planned Unit Development) is hereby approved.**

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

The foregoing Ordinance was offered by Councilman Cabrera who moved its adoption. The motion was seconded by Councilwoman Rodriguez and upon being put to a vote, the vote was as follows


|                                  |     |
|----------------------------------|-----|
| Mayor Juan Carlos Bermudez       | Yes |
| Vice Mayor Michael DiPietro      | Yes |
| Councilman Luigi Boria           | Yes |
| Councilman Pete Cabrera          | Yes |
| Councilwoman Ana Maria Rodriguez | Yes |

PASSED AND ADOPTED on FIRST READING this 14<sup>th</sup> day of September, 2011.


PASSED AND ADOPTED on SECOND READING this 12<sup>th</sup> day of October, 2011.

ATTEST:

  
Barbara Herrera, City Clerk

  
Juan Carlos Bermudez, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
Jimmy L. Morales, City Attorney