



CFN 2019R0169302
 OR BK 31367 Pgs 4799-4815 (17Pgs)
 RECORDED 03/15/2019 14:59:16
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA



This instrument was prepared by:

DEVTOV GROUP, LLC.
 JUAN CARLOS TOVAR
 7774 NW 46th TS
 DORAL, FL 33166

**SECOND AMENDMENT TO GRAND FLORIDIAN ESTATES
 MASTER DEVELOPMENT AGREEMENT**

This Modification of Master Development Agreement (the "Agreement") is made this 5 day of March 2019, by the City of Doral, a Florida municipal corporation (the "City"), and Grand Floridian at Doral, LLC, a Florida limited liability company (the "Developer"), who hereby covenant and agree, and bind their successors as follows:

1. OWNERSHIP OF PROPERTY

This Planned Unit Development, commonly known as "Grand Floridian Estates", involves approximately 16.71 +/--gross 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. This Agreement between the City and Developer shall revoke any all prior development agreements applicable to the Property.

2. PERMITTED USES

The Property is designated Low Density Residential ("LDR") on the City's Future Land Use Map. This designation allows residential development up to a maximum density of 10 units per gross acre. Certain accessory uses are described in Policy 1.1.2 of the City of Doral Comprehensive Plan. The Property shall be developed in accordance with the adopted PUD Ordinance No. 2013-05 and consistent with the uses and intensities permitted under the LDR land use designation.

3. DEVELOPMENT CONCEPT

The Grand Floridian Estates will be marketed to families who desire to live in a gated single-family community near recreational amenities and within walking distance of neighborhood servicing commercial retail and office space.

4. DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN

The development of the property shall be controlled by the terms and provisions of this Master Development Agreement (the "Agreement") and the Conceptual Development Plan, consisting of Grand Floridian Estates plan prepared by Pascual Perez and



Associates, dated January 15, 2013 and consisting of 30 pages, which generally depicts the planned layout of the street, buildings, common areas, and indicates the maximum lot coverage for the overall development. Collectively, this Master Development 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 the Master Development Agreement and the graphic illustrations of the Conceptual Development Plan, the Master Development Agreement shall control. If the Agreement is silent regarding a particular subject, such silence shall not be construed as a conflict with the Conceptual Development Plan. Except as otherwise provided in the Agreement, in the event of 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 requirement, the requirements of the applicable City Ordinance(s) in effect at the time of Development Plan approval shall control.

In the event that modification to the Conceptual Development Plan is required in order to ensure consistency with the City's Land Development Code, the necessary modifications to the Plan 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 Development Review Committee. Appeals from the Development Review Committee may be made to the City Council.

5. USAGE OF THE PROPERTY

A. Use

The Property shall be used for single family residential use and ancillary uses permitted pursuant to Policy 1.1.2 of the City's Comprehensive Development Master Plan. Any building utilized for ancillary use shall be developed in a manner that is consistent with the architectural style of residential development on the Property. All ancillary uses on the Property shall be the subject of a Covenant in Lieu of Unity of Title that shall require that the residential use area and the ancillary use area is considered one parcel for zoning purposes.

Ancillary uses may include the following and similar uses as may be approved by the City Council on a case by case basis:

- 1 Doctor's Office (maximum of 50% of total ancillary use floor area)
- 2 Fitness Center (maximum of 50% of total ancillary use floor area)
- 3 Private education facility
- 4 Child care facility
- 5 Dance/karate studio
- 6 Day spa



- 7 Assembly hall
- 8 Art instruction
- 9 Governmental facility
- 10 Restaurant owned by P.O.A. (maximum of 50% of total ancillary use floor area)

B. Temporary Use

The Developer may locate a marketing/sales/mortgage company office in any phase or phases of the Development. At Developer's option and, subject to compliance with the terms of this paragraph, the Developer may use one or more model units as the marketing/sales/mortgage company office and the Developer may split the sales, marketing, and mortgage functions into different units.

C. Dimensional Requirements

The general dimensions of the proposed structures within the Grand Floridian Estates PUD are generally depicted on the Conceptual Development Plan. The sizes and configuration of the proposed development may vary from those depicted generally on the Conceptual Development Plan, so long as the variation is not considered a substantial deviation from the Agreement.

D. Number of Units/Density

The total number of residential units in the Development shall not exceed the Property's land use designation of Low Density Residential as depicted on the City's Future Land Use Map. 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.

E. Maximum Lot Coverage and Floor Area

The lot coverage and floor area proposed for Grand Floridian Estates PUD is as follows:

Total lot coverage -330,449 square feet

The Grand Floridian Estates PUD shall maintain a minimum of 25% common open space on the Property



F. Maximum Building Height

The maximum building height for the residential development shall not exceed two (2) stories (35 feet). The maximum building height for all ancillary uses shall not exceed three (3) stories.

G. Minimum Building Set Backs

A single family home's front -8 feet; rear -5 feet; interior side -5 feet; and side street -10 feet. In ground swimming pools will be permitted with a minimum three (3) foot setback from the property line for all lots abutting the lake, the FPL utility easement, and NW 104th Avenue (See: Hatched lots in Exhibit "B" attached hereto). In ground swimming pools will be permitted on all other lots with a minimum three (3) five (5) foot setback from the property line (See: Revised site plan in Exhibit "B.1" attached hereto). Accessory structures shall be setback a minimum of 1 foot 6 inches from the property line.

H. Landscape Plans

The landscape plans for the Grand Floridian Estates PUD will meet or exceed the City's requirements for landscaping and open space,

I. Bikeway

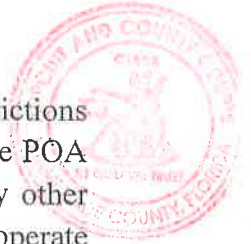
The Property shall be developed with a bikeway as shown on the Conceptual Development Plan. The bikeway plan shall be submitted to the City for review and approval. The bikeway shall be constructed prior to the issuance of the twentieth (20th) residential certificate of occupancy.

J. Mailboxes

Each single-family home within the PUD shall be provided an individual mailbox located in front of each home.

6. MAINTENANCE OF COMMON OPEN SPACE AND COMMON FACILITIES

The Developer will create and incorporate a Non-Profit Property Owners Association the ("POA") which will operate, maintain and control, subject to other documents of record, the common areas, and common facilities, including but not limited to the private roads, sidewalks, street furniture, storm water drainage systems, and the covenants and restrictions, which will be similar in concept to the documents of similar property owners associations in the city. The covenant and restrictions governing the Property and POA responsibilities shall be executed and recorded in the public records of Miami Dade County, Florida. The POA will have a Board of Directors to legislate and govern the rules and orders of the POA. The



POA Board will have means and authority to carry out and regulate by laws and restrictions concerning the maintenance, operations and repairs of all common areas facilities. The POA rules may be enforced by fines and liens upon the individual building sites and any other remedies available by law. The POA may charge and collect dues to maintain and operate and service all common facilities on the Property. The POA will have authority to place a lien against individual building sites in order to collect unpaid POA dues. The owner of each lot within the property will automatically become a member of POA by virtue of purchasing the building sites subject to the rules, covenants, and restrictions of POA. The POA will have the powers and means to hire, supervise, and regulate persons employed by them for the maintenance, repair and operation of common areas and facilities. If the POA fails to perform the maintenance, repair or replacement as necessary of the storm water drainage facility the City shall have the right to enter upon the common areas and facilities. If the POA fails to perform the maintenance, repair or replacement of the storm water drainage facility the City shall have the right to lien all owners of record in the PUD for the cost of such maintenance, repair and replacement as the City may deem necessary.

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 add additional covenants and restrictions or make changes in the Association by laws as may be required to guarantee that the project will be developed in accordance with the policies outlined in this Agreement.

7. ROADS AND SIDEWALKS

A. Roadways

The PUD shall be served by private drives. Access to the site shall be provided from Northwest 107th Avenue, as depicted on the Conceptual Development Plan. The roads shall meet requirements established by the City and the Miami Dade Fire Department.

The Developer shall not operate or install the gates or arms until the earlier of either: (1) the issuance of the sixty-sixth (66th) residential certificate of occupancy; or (2) the installation of the traffic signal at the intersection of NW 107th Avenue and NW 66th ^{Street}.

B. Dedication of NW 107th Avenue and sharing of construction costs.

Developer agrees to provide a "Temporary Construction Easement" of five (5) feet adjacent to the right-of-way dedication. Developer agrees within thirty (30) days of the recordation of the final plat to pay City its pro rata share of the costs for the 107th Avenue Expansion Project. The pro rata share shall be determined by calculating the total cost of the 107th Avenue Expansion Project and dividing the costs among the property owners

abutting NW 107th Avenue. The pro rata payment shall be deemed a contribution over and above impact fees.

8. STREET LIGHTING AND SIGNAGE

Street signage shall conform to the City's standard detail.

9. IMPACT FEE CREDIT

Nothing in this agreement shall be construed as a waiver by the Developer of its right to use Impact Fees Credits for any and all work performed by the Developer for which Impact Fee Credits can be awarded.

10. CONCURRENCY

The Grand Floridian Estates PUD shall meet all City and Miami-Dade County Concurrency requirements. Approval of this Agreement shall serve to vest the Grand Floridian Estates PUD from any Miami-Dade County School Board concurrency regulations that may otherwise be applicable to the project at final plat.

11. ENVIRONMENTAL CONSIDERATIONS

The Grand Floridian Estates PUD shall comply with the tree preservation requirements of LDC and Chapter 24 of Code of Miami Dade County.

12. UTILITIES

All utilities on the Property shall be located below ground.

13. NOTIFICATION OF PROXIMITY OF SOLID WASTE FACILITY, ACKNOWLEDGEMENT, WAIVER, AND RELEASE.

The Developer, 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, acknowledgement, waiver, and release (the "Notice") recognizing that the Property is located in proximity to the Miami-Dade County Resource Recovery Facility and the Miami-Dade County Ash Landfill. The Notice shall advise the Occupants, their successors, assigns and other future occupants that they may be affected by odors, noise and/or require each Occupant to sign and execute a release of all claims pertaining thereto. Such Notice shall be substantially in the form attached hereto as Exhibit "C" to this Agreement.





The Developer, 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 the lease agreement for each unit, shop or other property or shall be by separate instrument prior to the execution of such contract. The Developer shall record every executed Notice in the Public Records of Miami-Dade County, Florida. The Developer's failure to obtain and record such Notice shall, in addition to other remedies, constitute affirmative grounds for setting aside the transaction contemplated in any such contract or lease. Further, prior to the approval of the final plat for the Property, the Developer shall record an instrument in the Public Records of Miami-Dade County, Florida, which instrument shall run with the title to the Property and be binding on the Developer, its successors and assigns and shall be substantially in the form attached as Exhibit "C" to this Agreement.

14. EXPIRATION

The duration of this Agreement shall not exceed ten (10) years from the date of its execution. 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.

15. EFFECTIVE DATE

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

16. RESERVATION OF DEVELOPMENT RIGHTS

For the Entire Term, the City hereby agrees that it shall permit the development of the Project in accordance with the Project Approval, the Land Development Regulations, the Comprehensive Plan, and the existing laws and policies as of the Effective Date of this Agreement that are or may be applicable to the Property, subject to the conditions of this Agreement, and in effect at the time of any site plan approvals and modifications thereto.

17. 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.

18. 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.



19. NOTICES

Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight courier, or mailed by certified or registered mail, return receipt requested, in a postage paid prepaid envelope, and addressed as follows:

If to City at: City Manager
City of Doral
8401 N.W. 53rd Terrace
Doral, Florida 33166

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

If to Developer at: Juan Carlos Tovar
Grand Floridian at Doral, LLC
7774 NW 46 Street
Doral, Florida 33166

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.

20. 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.

21. 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.



22. 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.

23. CANCELLATION AND ENFORCEMENT


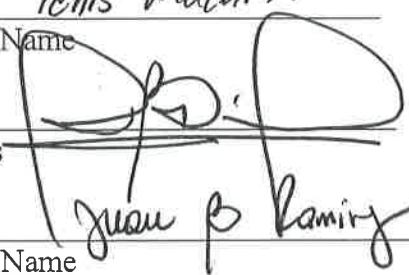
Enforcement of this Agreement shall be by action against any parties or person violating, or attempting to violate, any covenants set forth in this Agreement. The prevailing party in any action or suit pertaining to or arising out of this Agreement shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his/her/its attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity, or both. The terms of this section shall survive the termination of this Agreement.

24. CUMULATIVE REMEDIES

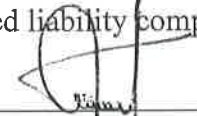
Nothing contained herein shall prevent the Developer from exercising its rights and remedies it may have under law.

IN WITNESS WHEREOF, Grand Floridian at Doral, LLC, has caused these present to be signed in its name on this ____ day of _____, 2019.

WITNESSES:


Witness
Yenis Madrin.
Printed Name

Witness
Juan B Ramirez
Printed Name

Grand Floridian at Doral, LLC
a Florida limited liability company

By: 
Signature
Juan Carlos Tovar
Printed Name / Title

Address:



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

The foregoing instrument was acknowledged before me this 26 day of FEBRUARY, 2019, by JCTOUAR, as MANAGER of Grand Floridian at Doral, LLC, a Florida limited liability company, on behalf of said partnership, who is personally known to me or has produced _____ as identification.

My Commission Expires:



Suzanne Soriano
Notary Public - State of Florida
SUZANNE SORIANO
Printed Name

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

City of Doral
a Florida municipal corporation

By: [Signature]

Print Name: Abbas P. Childers

Title: Acting City Manager

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

[Signature]
Luis Figueredo Esq., City Attorney


JCT



STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by Albert P. Childress as Acting City Manager of the City of Doral Municipality, who is personally known to me or has produced _____, as identification.

Witness my signature and official seal this 5th day of March, 2019, in the County and State aforesaid.



Notary Public State of Florida
Jennifer Laffita

Printed Name



My Commission Expires: Mar. 1, 2020

JCT



EXHIBIT "A"
Legal Description

Tract 26, of "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No.1" in Section 17, Township 53 South, Range 40 East, according to the plat thereof, as recorded in Plat Book 2 at Page 17, of the Public Records of Miami-Dade County, Florida, less the East 396 feet thereof, and less that portion of said Tract 26 lying within the West 35 feet of the Northwest $\frac{1}{4}$ of said Section 17, AND

Tract 27, of "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No.1," in Section 17, Township 53 South, Range 40 East, according to the plat thereof, as recorded in Plat Book 2 at Page 17, of the Public Records of Miami-Dade County, Florida, less that portion of said Tract 27 lying within the West 35 feet of the Northwest $\frac{1}{4}$ of said Section 17.

JCT

EXHIBIT "B"

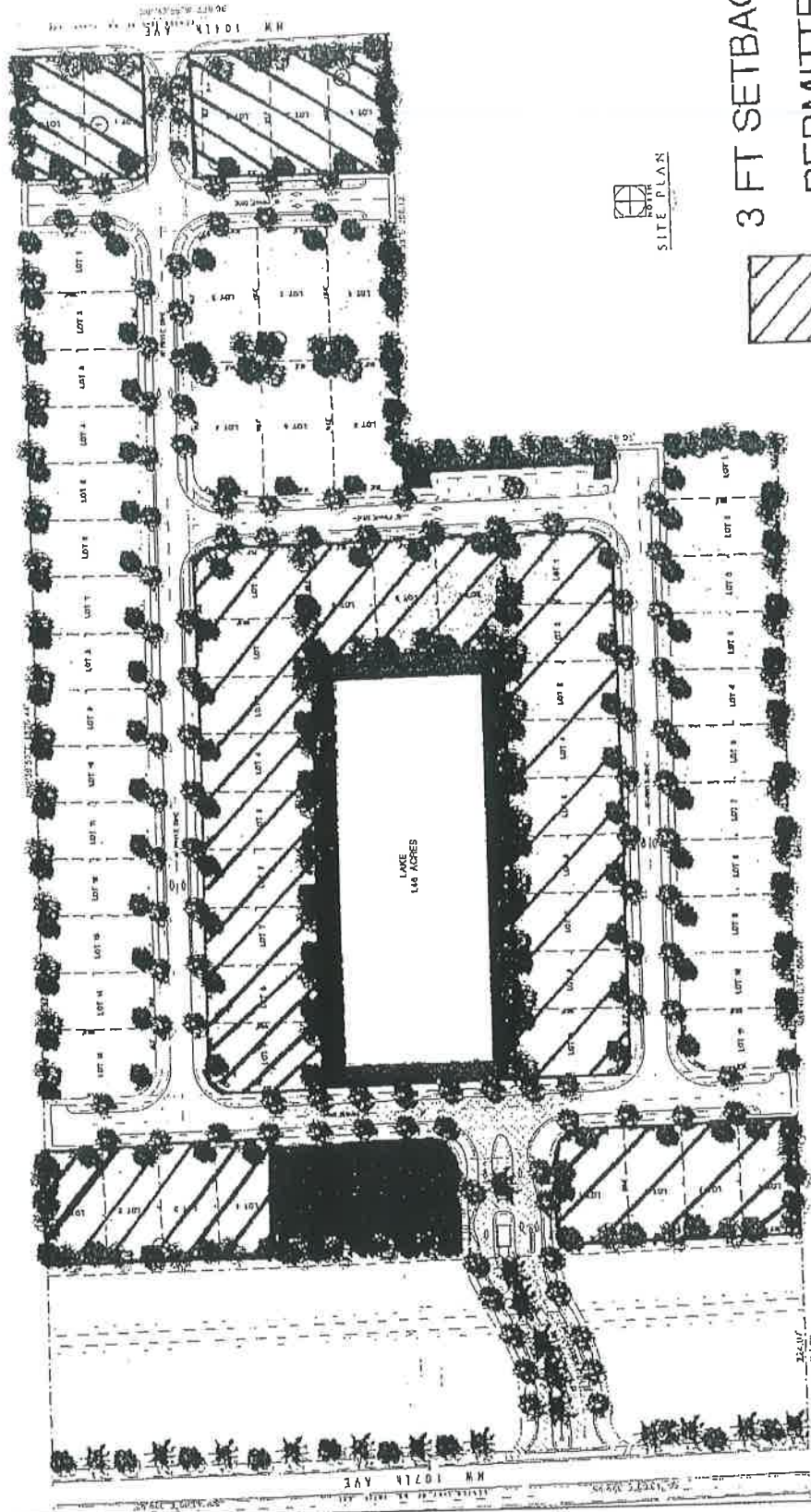
Lots Abutting the Lake, FPL Utility Easement and NW 104th Avenue



JCT

CITY OF DORAL, FLORIDA

PASCUAL PEREZ KLIDDIAN ARCHITECTS, INC.
20100 NW 107th Ave, Suite 100
Doral, FL 33126
Tel: 305.496.1111
Fax: 305.496.1112
www.pascalperezkliddian.com



SITE PLAN

3 FT SETBACK PERMITTED

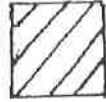


EXHIBIT "B"

EXHIBIT "B.1"
Revised Adopted Site Plan
(February 1, 2019)



JCT

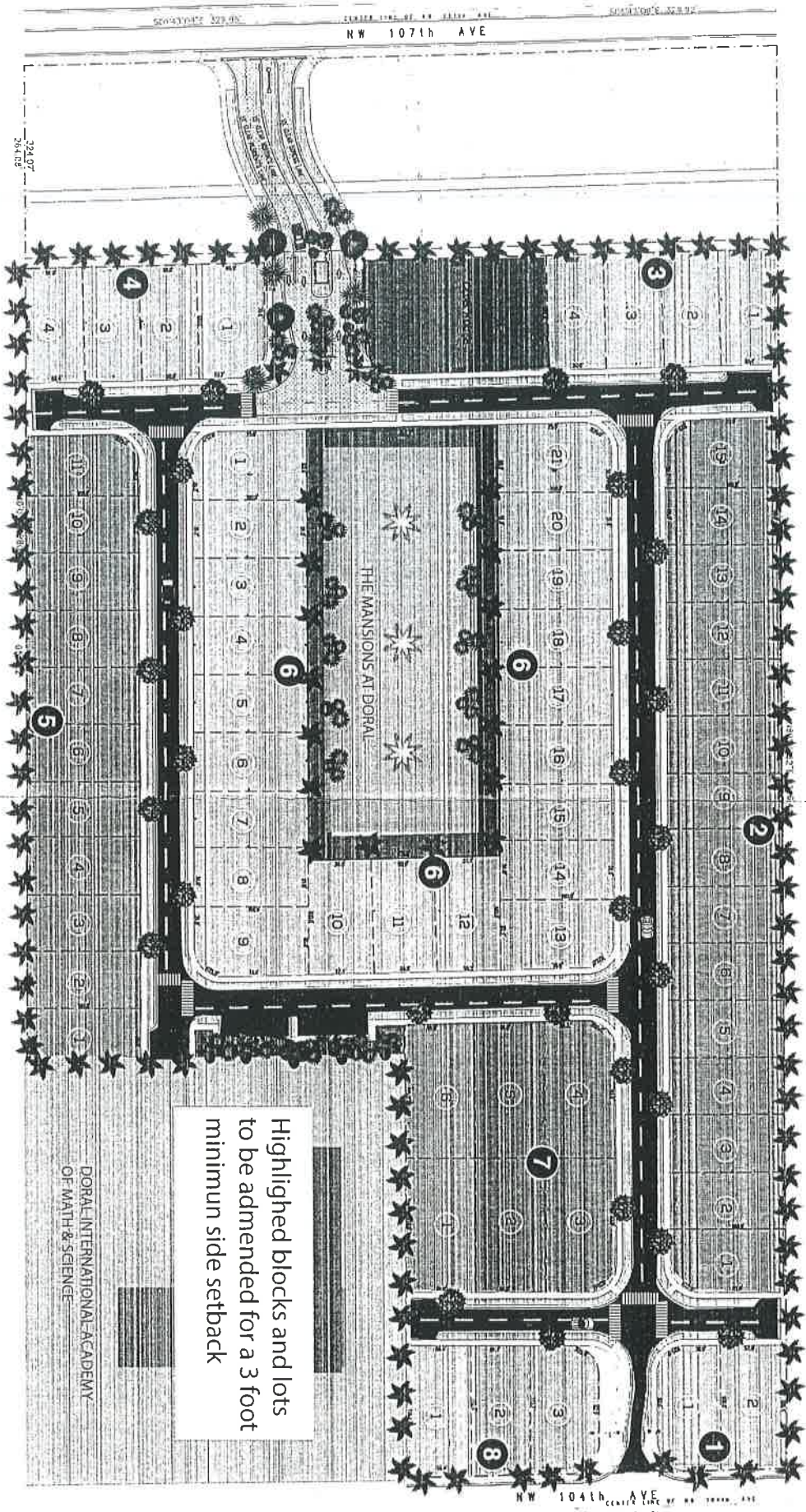


EXHIBIT 'b.1'

Highlighted blocks and lots to be admmended for a 3 foot minimum side setback

DORAL INTERNATIONAL ACADEMY OF MATH & SCIENCE

EXHIBIT "C"

**Solid Waste Facility Notification, Acknowledgment
Wavier and Releases of proximity to Solid Waste Facility.**

The undersigned _____ ("Buyer") (and Buyer's 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 week. As a result, occupants of the property may be affected by odors, noise and/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 Miami-Dade County 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.

Witnessed by:

Buyer

By: _____

Name: _____

Name: _____

Title: _____

STATE OF FLORIDA COUNTY OF MIAMI-DADE
I HEREBY CERTIFY that this is a true copy of the
original filed in this office on 15 day of
Oct, A.D. 2019
WITNESS my hand and Official Seal.
HARVEY RIVLIN, CLERK of Circuit and County Courts
D.C.



311413

507