This instrument was prepared by:

Name: Address:

Juan J. Mayol, Jr., Esq. Holland & Knight LLP 701 Brickell Avenue

Suite 3300

Miami, Florida 33131

(Space reserved for Clerk of Court)

MASTER DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into this 25th day of July , 2014, by and between Flordade, LLC, 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 as Exhibit "A" and made a part hereof (the "Property");

WHEREAS, the Property is currently designated "Community Mixed Use" 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 1,699 dwelling units and a charter school, as permitted by the Comprehensive Plan and the Land Development Regulations (the "Project");

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 Chapter 68, Article V, Division 5 of the City's Land Development Regulations.

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. "Additional Term" is defined in Section 4 of this Agreement.

- b. "Comprehensive Plan" means the City's comprehensive plan meeting the requirements of Chapter 163, F.S.
- c. "Conceptual Master Plan" is that master development plan entitled "Grand Bay South," prepared by Pascual, Perez, Killidjian, and Associates, dated May 9, 2014, consisting of 29 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, along with the Pattern Book, govern the administrative review of all detailed development Site Plans for the Project.
- d. "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. Upon execution and recording of such assignment, the assignee will be deemed the Developer hereunder to the extent set forth in such assignment.
- e. "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, and/or the dividing of land into three or more parcels.
- f. "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.
- g. "Effective Date" is the date of recording of this Agreement in the Public Records of Miami-Dade County, Florida.
- h. "Entire Term" is the total term of this Agreement.
- i. "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.
- j. "Land" means the earth, water, and air, above, below, or on the surface and includes and improvements or structures customarily regarded as land.
- k. "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 regulations or any other regulations controlling the development of, or construction upon, Land.

- 1. "Laws" means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, and rules adopted by a local government affecting the development of Land.
- m. "Pattern Book" is the development manual that establishes the setbacks, heights, floor area ratio, building envelope, and other development parameters for the development of the individual building sites identified within the Conceptual Master Plan.
- n. "Project" means the development approved pursuant to the Project Approval.
- o. "Project Approval" is defined in Section 5 of this Agreement.
- p. "Property" is that certain +/-163 acre parcel of real property owned by the Developer, as more particularly described in Exhibit "A" attached hereto.
- q. "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.
- r. "Site Plan" is 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.
- s. "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. <u>Intent.</u> 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 Chapter 68, Article V, Division 5 of the Land Development Regulations. The Developer acknowledges and agrees that this Agreement is not to be construed as a "Development Agreement," as such term is defined in Section 163.3221, Florida Statutes.

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 an initial term of thirty (30) years from the Effective Date, after which time, it may be extended for a period of ten (10) years after approval by the City Council at a public hearing, unless an instrument has been recorded agreeing to release, amend or modify this Agreement in whole, or in part, as provided below.
- b. The time frames set forth in this Agreement shall be considered stayed and tolled for the time lost resulting from the pendency of any moratorium, litigation or challenges that materially limit the ability of the Developer to continue the development of the Project.

5. <u>Permitted Development Uses and Building Intensities.</u>

- 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 Conceptual Master Plan and the Pattern Book 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 Entire 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 Approval, the Land Development Regulations, and the applicable provisions and designations in the Comprehensive Plan in effect at the time of site plan approval. Maximum density is further determined by the provisions of that certain Settlement Agreement, dated June 12, 2005, as modified by that certain Amendment to Settlement Agreement, approved by the City of Doral on February 12, 2007, pursuant to Resolution No. 07-06, and as modified by the Second Amendment to Settlement Agreement recorded in Official Records Book 26842 at Page 4067 of the Public Records of Miami-Dade County, Florida, and as subsequently modified by the Third Amendment to Settlement Agreement recorded in Official Records Book ___ at Page __ of the Public Records of Miami-Dade County, Florida (collectively, the "Settlement Agreement"), as it applies to the Property and as may be amended from time to time.
- c. **Minimum Number of Single-Family Homes**. In order to comply with the requirements of the Settlement Agreement to provide 384 single-family homes with an overall average lot size of 5,000 square feet within the parcels covered by the Settlement Agreement, a minimum of sixty (60) single-family homes shall be constructed within the Project, with such lot sizes as may be required to comply with the average lot size of 5,000 square feet.
- d. Combining of Multiple Lots. The Developer reserves the ability to combine two or more lots into single development sites. The reduction in residential density for 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 of the Comprehensive Plan.
- e. Residential Unit Type Mix. Subject to the provisions of the Settlement Agreement, the Developer reserves the ability to modify the mix of the residential unit types to convert the mix of unit types between multi-family units, townhome units, and single-family units so long as said modification does not result in an overall increase in residential density for the Project. The reduction of residential density for the Project resulting from the modification of the residential unit type mix shall be deemed consistent with the Project Approval, the Land Development Regulations, and the applicable provisions and designations in the Comprehensive Plan.
- f. Driveways for Single-Family and Townhome Units. Driveways for single-family and townhome unit lots larger than 4,000 square feet shall be no wider than twenty

feet (20'). Driveways for those single-family and townhome unit smaller than 4,000 square feet shall be no wider than eighteen feet (18').

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 and the Conceptual Master Plan. This development program consists of a maximum of 1,699 dwelling units and a charter school. 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 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 shall submit a Site Plan for the building site that includes the proposed buildings for administrative review and approval by the City's Planning and Zoning Director or as may otherwise be provided in the City's Land Development Regulations. Site Plans for individual building sites shall be designed to generally conform to the Project Approval and the applicable provisions of the Land Development Regulations and Comprehensive Plan. Said Site Plans shall include the number of bedrooms, bathrooms, and the square footage of each residential unit shown on the Site Plan for that residential building.
- c. Any Site Plan approved pursuant to the provisions of this Paragraph may be modified from time to time in accordance with Section 53-185(d) and Section 68-740 of the City's Land Development Code, as may be amended from time to time. Minor variations to the building placement, building style, and lot configuration may be approved administratively by the Director of the Planning and Zoning Department, or the executive officer of the successor of such Department, as provided in the City's Land Development Code.
- d. 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 and the City's Planning and Zoning Director (or successor thereto), appealing the decision of the City's Planning and Zoning Director to the City Council.
- 7. <u>Improvement of Bikeway</u>. The Developer shall cause the improvement of a bike path located in the Florida Power & Light easement located within the western portion of the Property as part of the Project. Within thirty (30) days after the approval of a tentative plat for any portion of the Property, the Developer shall seek the consent of Florida Power & Light and

applicable reviewing state, regional, and local environmental agencies for the improvement of the bike path within the Property. The bike path shall be designed and approved in accordance with standards approved by the City and applicable to other similar bike paths within the City. The construction of the bike path shall be completed within six (6) months of receiving consent by Florida Power & Light and the issuance of all permits by the applicable state, regional, and local environmental agencies. Upon completion of the improvements and approval by Florida Power & Light and the state, regional, and local environmental agencies, if applicable, the Developer shall execute and cause the recordation of an easement granting the use and enjoyment of the bike path to the public. When completed, the bike path shall be maintained in perpetuity by a homeowners association, special taxing district or a community development district. The Developer's obligations under this Paragraph shall be null and void and of no force and effect if, after good faith and best efforts, the Developer fails to secure all required approvals, including, without limitation, the approval of the South Florida Water Management District and Florida Power & Light.

- 8. <u>Improvement of NW 102 Avenue</u>. Prior to the issuance of a certificate of use and occupancy for any dwelling unit (other than model home units) within the Property, the Developer shall dedicate sixty feet (60') of land along the east property line for right-of-way for NW 102 Avenue and shall cause the improvement of NW 102 Avenue in accordance with the applicable City and County regulations. The Developer shall be responsible for the completion of the construction of its portion of the required roadway improvement within the dedicated right-of-way along the eastern boundary of the Property. An additional ten feet (10') of right-of-way may be dedicated for the expansion of NW 102 Avenue by the owner of the property lying to the east of the Property at a later date (the "Additional Right-Of-Way"). Any improvements relating to this dedication of the Additional Right-Of-Way shall not be the responsibility of the Developer.
- 9. <u>Connectivity Along NW 104 Avenue</u>. The Developer agrees to construct and dedicate that portion of NW 104 Avenue lying within the Property so as to provide for connectivity of the roadway to the land located to the south, as reflected on the Conceptual Master Plan.
- 10. <u>Improvement of NW 82 Street</u>. The Conceptual Master Plan depicts the improvement of NW 82nd Street up to that certain area designated as "Preservation Area" on the Conceptual Master Plan. Should the applicable governmental entities with jurisdiction over said "Preservation Area" determine that the Preservation Area no longer requires preservation, the Developer agrees not to object to the improvement and extension of the right-of-way for NW 82 Street through the Preservation Area.
- 11. <u>Traffic Signalization at NW 107 Avenue Intersections</u>. The Project is adjacent to the proposed Midtown Doral Planned Unit Development ("Midtown"), which lies west of the Property and is adjacent to NW 107 Avenue. The City has determined that, at such time as the first of the Developer or the developer of Midtown to seek building permits for the development any parcel adjacent to NW 78 Street or NW 82 Street, that party shall be responsible for the signalization of the intersections of said roadways with NW 107 Avenue, if warranted, as follows:

- a. NW 78 Street. In the event the Developer is the first to seek building permits for the development of any parcel adjacent to NW 78 Street prior to the developer of Midtown, it shall prepare and submit to the City's and the Miami-Dade County's Public Works Departments a traffic signal warrant study for traffic signal at the intersection within six (6) months of the issuance of the first certificate of occupancy for any building adjacent to NW 78 Street. If a signal is not warranted or is otherwise rejected by Miami-Dade County, then the Developer is relieved of any obligation to construct a signal. If warranted, within six months of the acceptance of the warrant study by the City and Miami-Dade County, the Developer shall prepare and submit plans and diligently process a permit application for said signal to Miami-Dade County. Once permitted by Miami-Dade County, the Developer shall install the signal within six (6) months after the approval of the signal plans.
- b. NW 82 Street. In the event the Developer is the first to seek building permits for the development of any parcel adjacent to NW 82 Street prior to the developer of Midtown, it shall prepare and submit to the City's and the Miami-Dade County's Public Works Departments a traffic signal warrant study for traffic signal at the intersection within six (6) months of the issuance of the first certificate of occupancy for any building adjacent to NW 82 Street. If a signal is not warranted or is otherwise rejected by Miami-Dade County, then the Developer is relieved of any obligation to construct a signal. If warranted, within six months of the acceptance of the warrant study by the City and Miami-Dade County, the Developer shall prepare and submit plans and diligently process a permit application for said signal to Miami-Dade County. Once permitted by Miami-Dade County, the Developer shall install the signal within six (6) months after the approval of the signal plans.

It is expressly acknowledged by the parties that all or a portion of the costs of any of the potential traffic signals will constitute a voluntary off-site improvement and that the costs paid by the Developer for the design and installation of the signal(s) shall be considered a voluntary contribution over and above the applicable Project roadway impact fees and that the Developer may seek a credit against the applicable Miami-Dade County roadway impact fees for off-site roadway improvements pursuant to Chapter 33-E, Miami-Dade County Code. The City agrees to support the Developer's application for an impact fee contribution in lieu of fee determination by the County. However, the Developer's obligation to submit the traffic signal warrant study and, if warranted, to install said signal is not contingent upon the County's approval of such a credit.

- 12. <u>Safe Sight Distance Triangles</u>. 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 roadways within the Property. The safe sight distance triangle clearance shall be enforced by a homeowners' association following the turnover of the community to a homeowner's association.
- 13. <u>Maintenance of Common Areas</u>. The common areas of the Project shall be maintained by a homeowners' association, property owners' association, special taxing district or community development district.
- 14. <u>Security During Construction</u>. In accordance with Sections 5-23 thru 5-28 of the City Code, the Developer shall provide security to those phases under construction following the issuance of the first certificate of occupancy for a dwelling unit for any such phase from 7:00pm to 7:00am, Monday through Friday, and 24 hours per day on weekends and holidays.

- 15. <u>Construction and Operation of a Public Charter School</u>. As depicted in the Conceptual Master Plan, the Developer has set aside land within a parcel designated as a "Charter School" to facilitate the construction and operation of a public charter school (the "School"). Although a permitted use, the operation of the School shall require a separate site plan approval as may be provided from time to time in the City's Land Development Code. The School shall have a minimum capacity of 1,926 students in the K-12 grade levels, which School shall be built in two phases. The construction and operation of the School shall commence and proceed in two phases in accordance with the following schedule:
- a. Phase I shall have a minimum capacity of 1,000 student stations and shall be ready for occupancy for the first full school year following the issuance of a building permit for the unit representing fifty percent (50%) of the total number of dwelling units; and
- b. Phase II shall have a minimum capacity of 926 student stations and shall be ready for occupancy for the first full school year following the issuance of a building permit for the last unit.

Until the construction of the School is commenced, the site designated for the School shall be maintained as green open space for the benefit of the residents of the Project.

- 16. <u>Public Services and Facilities: Concurrency.</u> At of the date of the Project Approval, pursuant to the provisions of Chapter 59 of the City's Land Development Code, the Project has been found to meet concurrency standards set forth in the Comprehensive Plan. The City reserves the right to conduct concurrency reviews and determinations at the time of the approval of a site plan for the Project and any modifications thereto, all as provided in Chapter 59 of the City Code.
- 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. 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 Agreement.
- 18. Proximity to Landfill. 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

pursuant to Section 53-184 of the Land Development Regulations and attached hereto as Exhibit "B."

- 19. 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.
- 20. <u>Binding Effect</u>. 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.
- 21. <u>Governing Laws</u>. 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.
- 22. <u>Notices</u>. 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:

Flordade, LLC

c/o Holland & Knight, LLP 701 Brickell Avenue, Suite 3300

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.

- 23. <u>Severability</u>. 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.
- 24. <u>Entire Agreement</u>. 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.
- 25. <u>Modification, Amendment, and Release</u>. 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.
- 26. <u>Cancellation and Enforcement</u>. 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.
- 27. <u>Cumulative Remedies</u>. Nothing contained herein shall prevent the Developer from exercising its rights and remedies it may have under law.

IN WITNESS WHEREOF, Flordac	de, LLC, has caused these present to be signed in its
name on this U day of Tine.	, 2014.
Witness/ Grands Printed Name Witness O Ga Helnandez Printed Name	Flordade, LLC, a Florida limited liability company By: Signature Printed Name / Title Address:
STATE OF FLORIDA)) SS:	
The foregoing instrument was 2014, by of It of Flordade, LLC, a Florida limited liabil personally known to me or has produced	acknowledged before me this 4 day of sity company, on behalf of said partnership, who is as identification.
My Commission Expires:	Notary Public – State of Florida
OLGA HEFINANDEZ MY COMMISSION # EE 060642 EXPIRES: January 31, 2015 Bonded Thru Notary Public Underwriters	Olga-Hernandez. Printed Name

CONSENT BY GRAND BAY AT DORAL COMMUNITY DEVELOPMENT DISTRICT

The undersigned, Grand Bay at Doral Community Development District, a local unit of special-purpose government organized and existing under the laws of the State of Florida, hereby consents to the foregoing instrument solely as owner of a portion of the subject property covered in the foregoing Master Development, which are designated for roads and common areas. The Grand Bay at Doral Community Development District does not assume the obligations of the "Owners" under this Declaration.

IN WITNESS WHEREOF, Grand Bay at D these present to be signed in its name on thi	s 4 day of Surference of the course of the c
Witness Witness Printed Name Witness Printed Name Witness Printed Name Printed Name	Grand Bay at Doral Community Development District By: Signature Maria Cavolina Herrera - Chair Printed Name / Title Address:
STATE OF FLORIDA)) SS: COUNTY OF MIAMI-DADE)	
of Grand Bay at Doral Community Dev	acknowledged before me this 4 day of Market Carolinas Herron velopment District, a local unit of special-purpose he laws of the State of Florida. He/She is personally as identification.
My Commission Expires: OLGA HERNANDEZ MY COMMISSION # EE 060642 EYPIRES: January 31, 2015 Bontes Tray Notary Public Underwriters	Notary Public – State of Florida Oga + Olnande? Printed Name

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

	City of Doral a Florida municipal corporation
	By: (Truthus) Print Name: TOWARD A. ROJAS
	Title: CATY MANAGEL.
Approved as to form and legality by the office of the City Attorney for the City of Doral-Gilberto Pastoriza, Esq., City Attorney	
STATE OF FLORIDA) COUNTY OF MIAMI-DADE)	
The foregoing instrument was acknowl of the City of D known to me or has produced Witness my signature and official seal 2014, in the County and State aforesaid.	, who is personally as identification.
	Notary Public State of Florida Mary Musia Resonder Printed Name
My Commission Expires: MARYLLUVIA RESENDIZ Notary Public - State of Florid My Comm. Expires Feb. 9, 201 Commission # EE 860185 Bonded Through National Notary Ass	7 ()

EXHIBIT "A"

Legal Description of the Property:

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

COMMENCE at the Northwest Corner of said Section 8; thence N89deg39min28secE, along the North Line of said Section 8, for a distance of 40.01 feet; thence S01deg43min29secE for a distance of 240.07 feet; thence N89deg39min28secE for a distance of 310.09 feet; thence S01deg43min29secE along the West Line of a 170.00 feet Wide Florida Power and Light Easement, as described in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida for a distance of 1348.81 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence N88deg16min31secE for a distance of 994.69 feet; thence N01deg42min31secW for a distance of 141.56 feet; thence N88deg17min29secE for a distance of 926.97 feet; thence N88deg15min36secE for a distance of 384.09 feet; thence S01deg44min24secE for a distance of 3156.70 feet; thence S89deg39min25secW, along a line that is parallel with and 730.00 feet North of the South line of Section 8, for a distance of 2307.30 feet; thence N01deg43min29secW, along the West Line of a 170.00 feet wide Florida Power and Light Easement as recorded in Official Records Book 6142, at Page 326, of the Public Records of Miami-Dade County, Florida for a distance of 608.96 feet to a point of curvature of a circular curve to the right, concave to the Southeast; thence Northerly along the arc of said curve, having for its elements a radius of 23.00 feet, through a central angle of 12°33'07" for an arc distance of 5.04 feet; thence S88deg16min17secW, for a distance of 310.55 feet; thence N01deg43min29secW, along a line 40.00 feet East of and parallel with the West line of the Southwest 1/4 of said Section 8, for a distance of 60.00 feet; thence N88deg16min17secE for a distance of 310.55 feet to its intersection with the arc of a circular curve to the right, concave to the Northeast, a radial line from said point bears N75deg42min56secE; thence Northerly along the arc of said curve, having for its elements a radius of 23.00 feet, through a central angle of 12°33'35" for an arc distance of 5.04 feet to a point of tangency; thence N01deg43min29secW, along the West line of said 170 feet wide Florida Power and Light Easement, for a distance of 1208.64 feet; thence S88deg16min31secW for a distance of 310.00 feet; thence N01deg43min29secW, along a line 40.00 feet East of and parallel with the West line of said Section 8, for a distance of 60.00 feet; thence N88deg16min31secE for a distance of 310.00 feet; thence N01deg43min29secW, along the West line of said 170 feet wide Florida Power and Light Easement, for a distance of 1012.05 feet to the POINT OF BEGINNING.

Containing 7,112,394.37 Square Feet or 163.28 Acres more or less.

EXHIBIT "B"

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

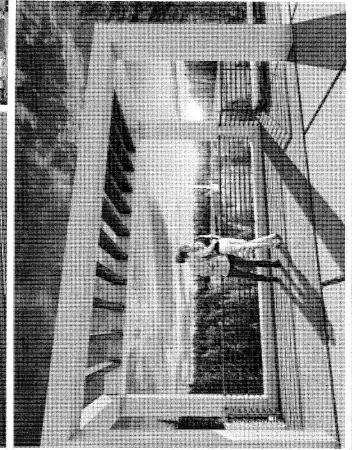
The purchasers (their heirs, successors, assigns), lessees, occupants and residents (hereinafter jointly and severally, the "Covenanters") are hereby advised and hereby acknowledge, agree and covenant as follows:

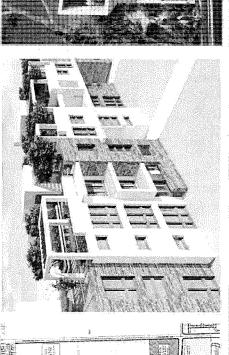
The subject property is located in proximity to the Miami-Dade County Resource Recovery Facility and the Miami-Dade County Ash Landfill, both of which are used in connection with the County's solid waste management and disposal activities, and operate 24 hours per day, 7 days a weeks. As a result, occupants 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.

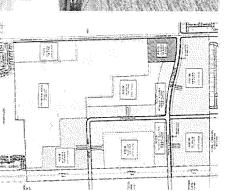
The Covenanters agree that they do not object to the presence of the Resource Recovery Facility or the Ash Landfill, or their respective operations. The Covenanters agree that they waive and shall not raise any objection to the continued operation of the Facility. Further, the Covenanters waive and release Miami-Dade County and the City of Doral 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, the City of Doral 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 of 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.

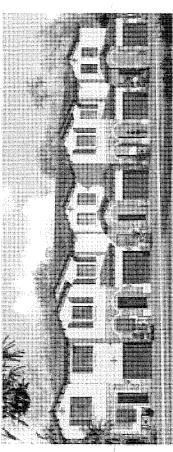
JOINDER BY MORTGAGEE TO MASTER DEVELOPMENT AGREEMENT

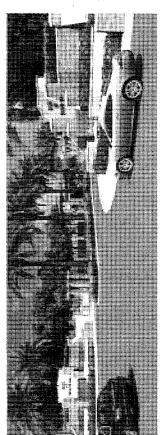
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Owner:

700 NW 107th Avenue Suite #300 Miami, Florida 33172

Architect & Planner:

PASCUAL PEREZ ...

& ASSOCIATES
ARCHITECTS - PLANNERS
LICENSE # AN 26101337
EDGARDO PEREZ , AIA
LICENSE NO.: AR 0018394
MARIO P. PASCUAL , AIA
LICENSE NO.: AR 0008254
PETER KULDDIJIAN, RA
PETER KULDDIJIAN, RA
LICENSE NO.: AR 0093367

AT THE BLACON CINTER 1300 NW 84th AVENUE 1300 NW 84th AVENUE 1300 33126 TELEPHONE: (305) 592-1363 FACSIMILE: (305) 592-6865 http://www.ppkarch.com

http://www.ppkarch.com
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Project Name: Grand Bow South

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- Statement of Design
- Regulating Plan
- Sin Data
- Pedestrian & Vehicular Girculation
- Street Sections
- Open Space Design Residential Unit Type Guidelines
- Architectural Design Guidelines
- Overall Landscape Comirols

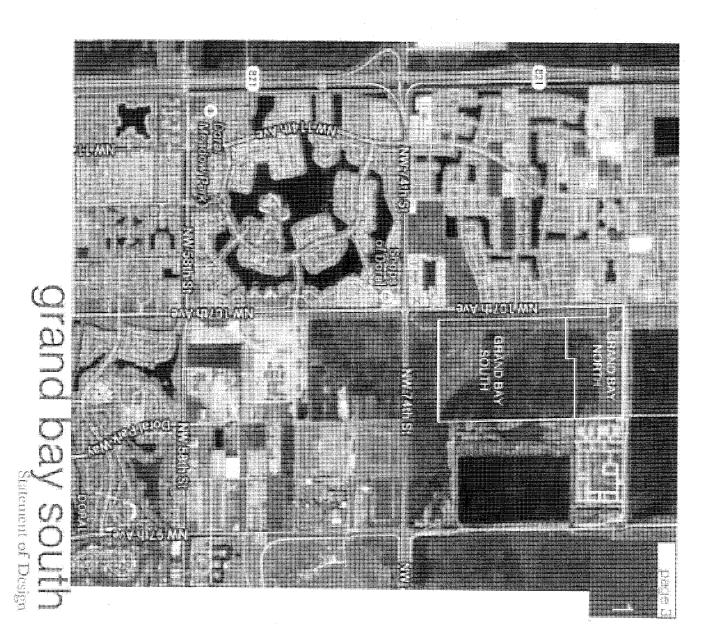
nd bay south

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of housing types including condominiums, up to 1,699 residental units consiting of a mix create a divese experience. townhomes, and single family homes of varyas an open space amonity for the community along NW 107th Avenue on the west ing lot sizes, building heights, and massing to ing. Grand Bay South will be developed with northern boundary is a 72.49 preserve area the Florida Power and Light Easment running bounded by NW 102nd Avenue on east and providing scenic views while driving and walk-The centrally located nature preserve will serve Consiting of 160.92 acres, the site is tion 8 in the City of Doral, Florida rand Bay South is located within Sec-

Grand Bay South shall provide a minimum of 231 single family home lots with an average of 5,000 square feet.



rand Bay North complies with the City of Doral's Comprehensive Master Plan's following policies:

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page 4

ing families are a very high priority of the City Council in considering future residential development in Doral All residential land use and zoning applications must make every effort to incorporate significant levels of detached single-family units in their housing mix Development of new detached single-family neighborhoods with lots large chough Ç accommodate

Grand Bay South wall provide new detached single family homes large enough to raise families

"spine" public road system Polic) 2.1.10 - Fully gated residential communities are discouraged in the City of Doral. Future residential projects must provide a through the development with multiple connections to separate links of the surrounding public road system.

Although Crand Bay South will provide both interconnected communities and gated secure neighborhoods, the site plan maintains a "spine" public road system with multiple connection points

Policy 2.1.13 - Discourage land use patterns indicative of urban sprawl in the Future Land Use Map and any amendment applications by dictating com part development, mixed-use where appropriate, and efficient use of public facility capacity and resources, while protecting single-family neighborhoods

Grand Bay South provides a compact development with a mix of residential products while providing detached single family homes

Policy 2.2.8 - Coordinate regulations for the subdivision of property in Doral with the Miami-Dade County Public Works Department and ensure that proposed subdivisions provide public road interconnections both with existing neighborhoods in the area and opportunities to connect to future adjacent subdivisions

Grand Bay South will meet all Mann. Dade Public Works Department requirements to to provide public road connections to existing and Juliure developments.

generous parks and nonhouse. open green space, development bas = a well-landscaped, architecturally pleasing building facade Doral must incorporate fee simple ownership structure, and successcape

All town homes will be fee simple with parks, landscaping and architecturally-pleasing fascades and streetscapes. All town homes will have their own assigned parking

Objective 4.1: Land Use and Site Design - Ensure a sufficient, well-distributed housing inventory and a variety of residential densities are available within the City to accommodate projected housing needs

Policy 4.1.4 - Promote a balance of housing types, densities, and ownership opportunities in new developments and redevelopment proincluding consideration of increased densities in exchange for inclusion of single-family detached residential neighborhoods

Cound Bay South provides a mix of housing types, densities and ownership opportunities and incorporates detached single family homes

Policy 4.1.5 - Require a diverse mix of housing types north of NW 58th Sucet, including significant amounts of detached and expandable single-family housing

Grand Bay South provides a mix of housing types, densines and ownership opportunities and incorporates detached single family homes

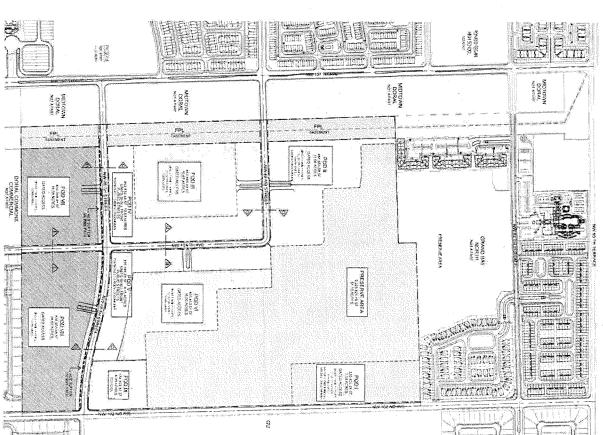
grand bay south

Statement of Design

rand Bay South will be devel-

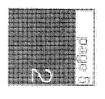
oped with up to 1,699 residental units consiting of a mix of

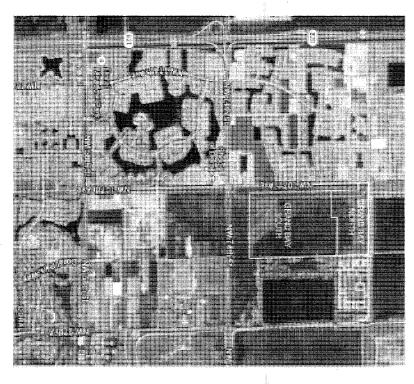
housing types including condominiums, townhomes, cluster homes and single family homes of varying lot sizes, and building heights to create a divese experience. Each pod shall be developed with a housing type outlined in this pattern book. See site data pertaining to the regulating plan on the following pages.



grand bay south Regulating Plan

NORTH





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EPL EASEMENT	493,174,78	11.32
PRESERVE	2,225,821,16	51.10
40' BLFFER	59,622.39	1.37
SCHOOL SITE	174,353,30	4.90
NET AREA	3 618 245 42	83.06
DENSITY	MAXIMUM NUMBER OF UNITS	UNTS/ACRE
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NET AVERAGE DENSITY	- Alleganiti	20.45

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PODS SHALL BE DEVELOPED WITH THE FOLLOWING PRODUCTS AS OUTLINED ON THE FOLLOWING PAGES & IN THE PATTERN BOOK INCLUDING SINGLE FAMILY HOMES, CLUSTER HOMES, TOWN HOMES, GARDEN CONDOMINIUMS & MID-RISE CONDOMINIUMS.

POD VII

POD VI

355,108.23 435,453.51

POD V

463,841.93

481,651,58

330,655.74

AREA CALCULATIONS

ACRES

UNITS

DENSITY UNITS/ACRE

463,132,44

POD VIII

TOTAL

452,348,41 636,053.08 3,618,245.42

7.59 11,06 10.65 10.63 8.16 10.00 10.38 10.38

1,699

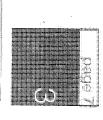
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Jay South

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GRAND BAY SOUTH GRAND BAY NORTH CIVIC USE TRACK ZONING DISTRICT PUBLIC USE TRACT APPROVED GRAND BAY TYD (EXCLUDING 30 ACRE MIDTOWN DOKAL PROJECT ON NW 107TH AVE.) LAND USE RO FT A CHEEN GRAND BAY SOUTH SHALL PROVIDE IN EXCESS OF 0.40 ACRES OF PARKS WITHIN THE PODS. GRAND BAY IND PARKS - GRAND BAY NORTH & SOUTH PUD PARKS GRAND BAY SOUTH GREEN SPACE DATA MANDATORY GREEN 2 MANDATORY GREEN 1 GRAND BAY SOUTH 40 X 100 SEH 40 BUFFER SCHOOL SUBTOTAL SUBTOTAL PRESERVE SUBTOTAL PRESERVE SUBICIAL 22 X 85 TH SCHOOL GREEN TOTAL DIAL PARK 3,706,621,72 2,459,996.88 3,154,615.20 2,225,821.19 1,246,624,84 931.483.90 288,655.73 14,711.98 132,858.00 150,717.60 283,575.60 3,440,368,80 3,723,944.40 174,353.30 **44** 866.80 51,400.80 8/102/16 3,37/1,07 59,822,39 17,424,00 SQFT SQFT 0.00 0.40 ACRES 56 47 4 00 ACRES 1.03 1.18 0.40 3.95 72.42 78.98 0.00 3.05 3.46 611.58 51.10 28.62 21.38 8.63 0.34 0.19 85.49 BG



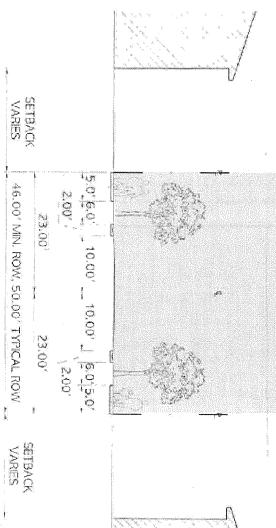
Pedestrian & Vehicular Circulation

The network of half and quarter sections streets, along with the preserve naturally divide the site into smaller pods. Each pod should be designed to have a logical network of interconnecting streets that provided a proper frontage for the residental housing types. Dead-end streets should be avoided. Streets shall also be designed with sidewalks for pedestrians. Optimal street sections shall buffer the pedestrian from vehicles as show below with either a landscaped swale or parallel parking.

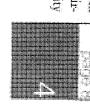
*Street section shown is for interior streets within the pods. All street sections for public and private ROWs shall meet the requirments of the City of Doral Land Development Code and the City of Doral's Public Works Department standards.

VEHCULAR ZONE

BUFFER ZONE
PEDESTRIAN ZONE



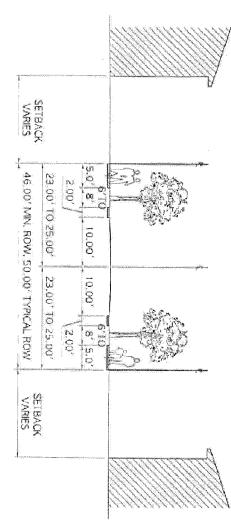
grand bay south



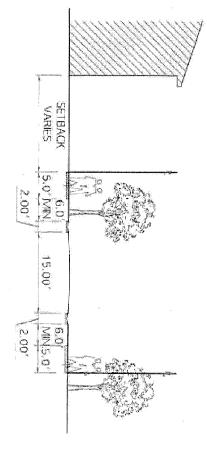
STREET SECTIONS

he minimum right of way for streets shall be 46.0' with the typcial section being 50.0'. One-way sections shall provide a minimum of 15.0' of ashpahlt, while two-way sections shall provide a minimum of 20' of asphalt not including a concrete gutter.

*Street section shown is for interior streets within the pods. All street sections for public and ROWs shall meet the requirments of the City of Doral Land Development Code and the City of Doral's Public Works Department standards.



Two-way Section

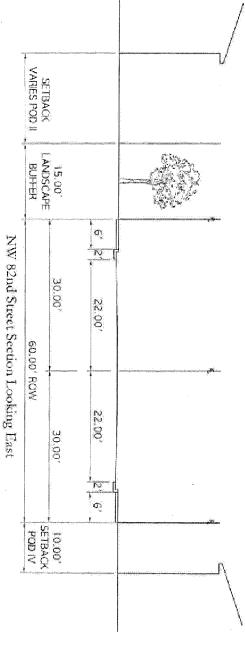


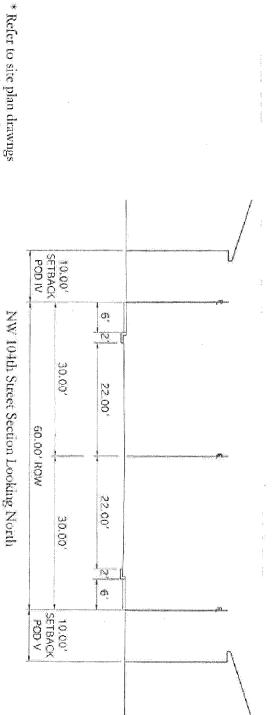
One-way Section

STREET SECTIONS CONTINUED

West I

*All street sections for public ROWs shall meet the requirments of subject to change based on Civil Engineer's pavement plans. Public Works Department standards. Public ROW street sections the City of Doral Land Development Code and the City of Doral's





NW 104th Street Section Looking North

for street section cut loca-

STREET SECTIONS CONTINUED

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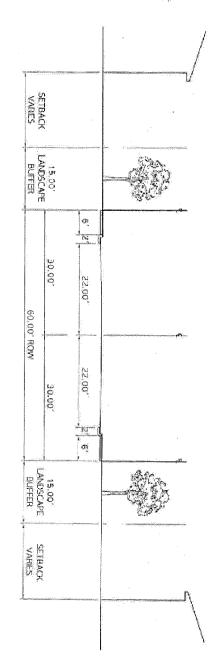
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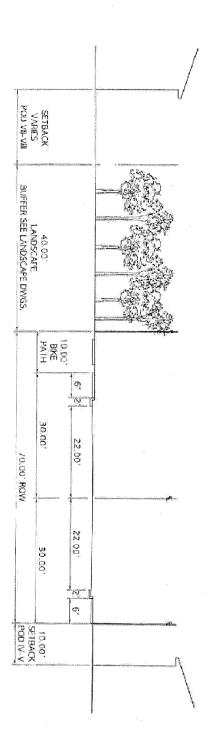
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subject to change based on Civil Engineer's pavement plans *All street sections for public ROWs shall meet the requirments of Public Works Department standards. Public ROW street sections the City of Doral Land Development Code and the City of Doral's



NW 104th Avenue Street Section Looking North



* Refer to site plan drawngs for street section cut loca-

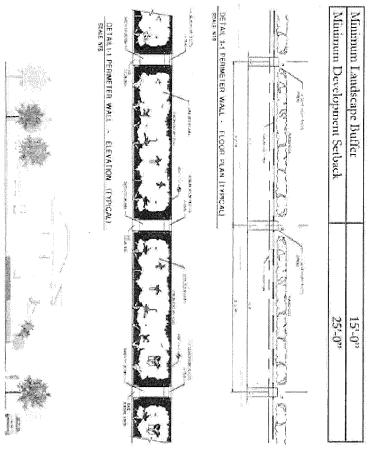
NW 77th Terrace Section Looking West

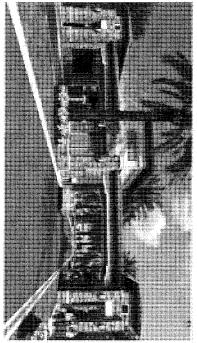
Entries, Buffers & Walls

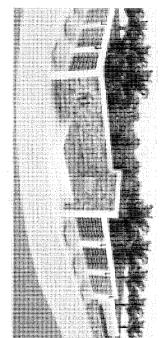
in this pattern book monious with the architectural character of the neighborhood outlined trians as well as security to the residents. Walls and entrys shall be harborhood. They provide necessary way finding for vehicles and pedes Entry walls and fences help to define and give character to each neigh-

SCA *

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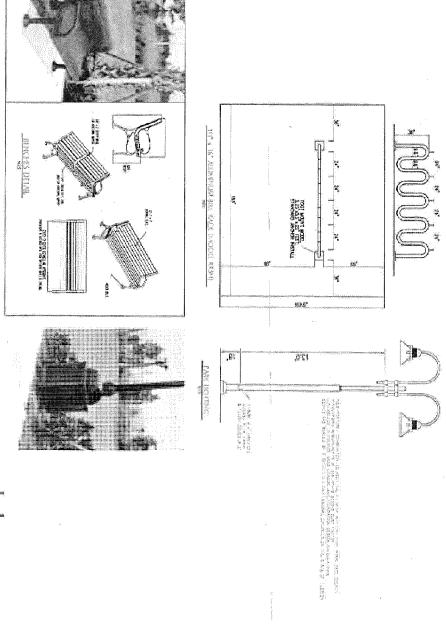


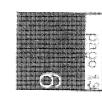


grand bay south

Parks and Green Areas

pen areas provide and outdoor space for use by residents and visual relief to the built environment. Open space should be designed to allow for use by residents. Elements to be included in open space design include but are not limited to bike racks, lighting, garbage cans and park benches. Open space elements shall be coordinated with the architectural character of each pod to create a harmonious neighborhood.





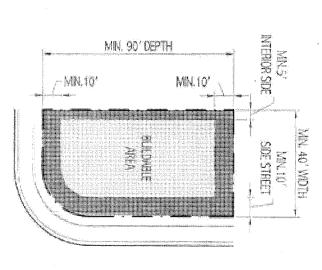
Single Family Homes

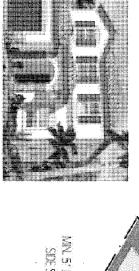
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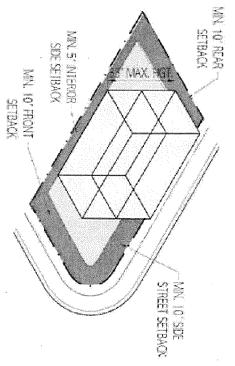
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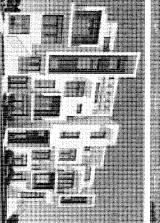
grand bay south Residential Unit Type Guidelines

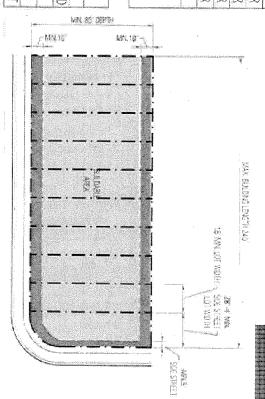
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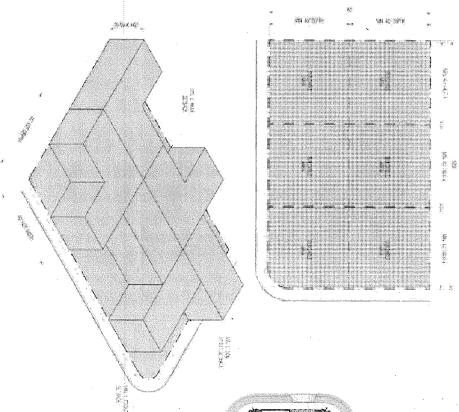
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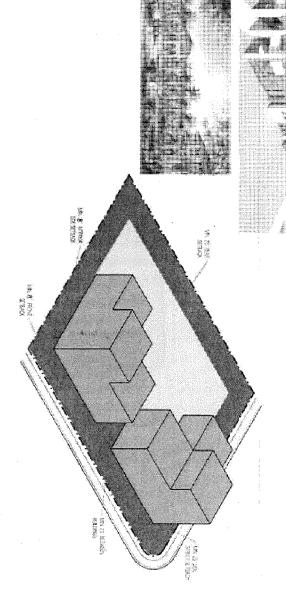


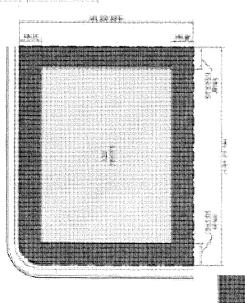
grand bay south
Residential Unit Type Guidelines

Garden Condominiums

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'FINAL PARKING TO BE DETERMINED AT SITE PLANNING.	S S S S S S S S S S S S S S S S S S S	36.48E989WS	2 BEIJROOMS		And the state of t	GARDEN CONDO
TITRWINED AT SITE	PARKING SPACE	2.8 FE I	- 75.PR.UNI	57 R UNI		SARDEN CONDOMINIUMS PARKING



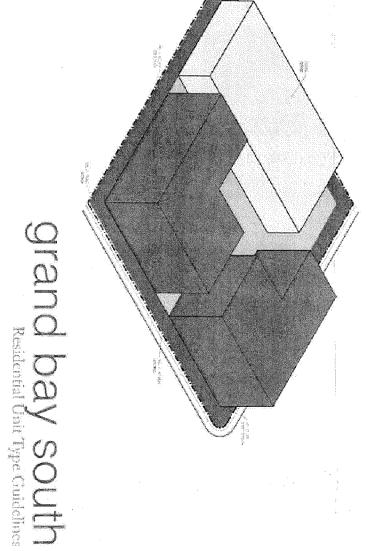


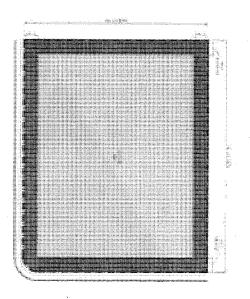
grand bay south
Residential Unit Type Guidelines

Mid-Rise Condominiums

MD-RISE COMDOMINUMS	Z S
3	WAX. 50.0
5	UNITS/ACRE
HIGH TOT WOMIN	400.0*
MININUM LOT DEPTH	320 -0"
AND OT MEY	50,000 SF
AND MINISTER	75035
MAXIMUMIOT COVERAGE	85%
DISTANCE BETWEEN BLDGS.	30.0
FRONT SETBACK	DX Cq
REAR SETBACK	5.5
NTERIOR SETBACK	75-0
SIDE STREET SETBACK*	당
声 至**	8- STORIES 92"-0"
*SIDE STREET SETBACK NEASURED FROM FACE OF	ROFROMFACEOF
BUILDING TO THE PROPERTY LINE	ŢTS-
** IF A ROOF DECK IS PROVIDED, BLDG. HEIGHT	BLDG. HEIGHT CAN
BE INCREASED AN ADDITIONAL 10'-0"	5
*** SITE CAN BE DEVELOPED WITH MULTIPLE	TWATPE
BUILDINGS	
**** BALCONIES ON ALL FACADES MAY ENCROACH	S MAY ENCROACH
NTO THE SETBACK A MAXIMUM OF 5'-0"	0F5'-0"
***** EYEBROWS, ATTACHED TRELLIS & OTHER	ELIS & OTHER
SHADING DEVICES MAY ENCROACH INTO THE	CHNIOTHE
SETBACK 3'-0" ON ALL FACADES	

MID-RISE CONDOMINIUMS PARKING	NUMS PARKING
* DEDDOOR	
FDFOOM	1.50 PER UNIT
2 BEDROOMS	1.75 PER UNIT
3 & 4 BEDROOMS	2.00 PER UNIT
BOYOU.	. 10 PER REQ'D.
	PARKING SPACE
"FINAL PARKING TO BE DETERMINED AT SITE	EN ED AT SIE

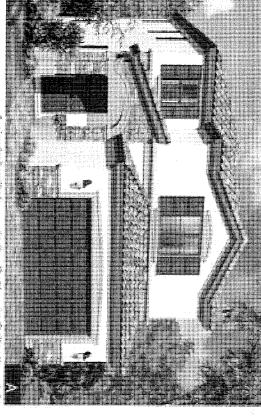




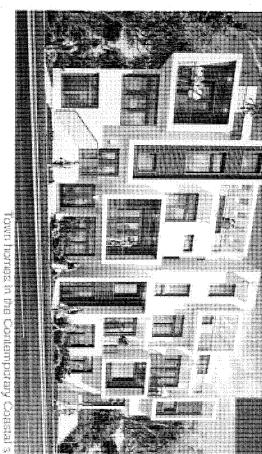
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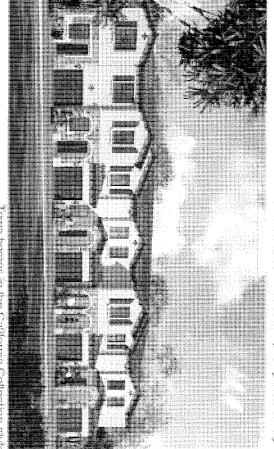
Architectural Design Guidelines

diverse pedestrian friendly and architectecturally pleasing community, o allow for flexibility and varity, the architecture of Grand Bay North shal follow the guidlines set forth in this patternbook to create a



A single family from a in the California Collection style





Tunn hansem the Callorna Callectum style

grand bay south

Architectural Design Guidelines

Facade Tealments

Owood, stone, and metal. mooth Stucco shall be accentuated with rich materials that include

California Collection

and half round shapes. cents to the earth tone color color palette. Banding and trims include traditional cove shutters, entry and garage doors. Natural stacked stone and medalions provided ac-Exterior walls shall be accentuated with traditional building elements such as paneled





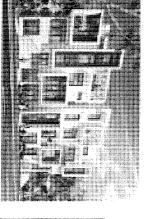






Contemporary Coasta

accents to the monotone white and gray color pallette. Banding is thinner and more reculinear that that of the California Collection. fied to a horizontal nature. Wood, aluminum, glass, and stone shall provide Exterior walls are accented with more machined elements generally but not lim-







oth flat and pitched roofs shall be incoporated throughout the community. The roofing material shall match the character of the home.

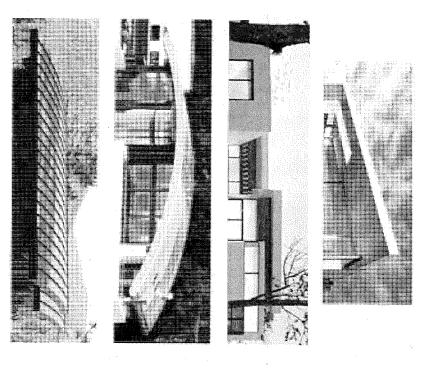
project and shall be either of clay or coment.



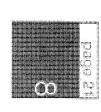
Roofs shall be a combination of hips and gables to promote variation throught the

Contemporary Coastal

Both flat and pitched roofs shall be incorporated into the Contemporary Coastal style. Roofing materials on the pitched roofs shall include meral.







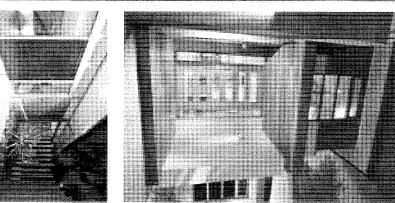
ntries shall be designed with a humanistic approach. Each entrance shall distinguish itself and provide an identity to the individual unit.

Entrances shall be provided with cover and accentuated with panelled entry doors in a contrasting color to that of the main house,

Calliornia Collection

Contemporary Coastal

Entrances and doors shall be accented with the use of wood, glass and metal.



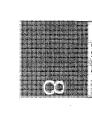




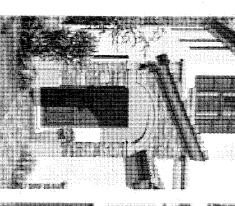


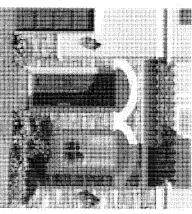


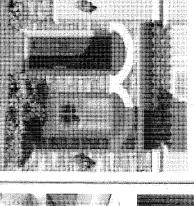




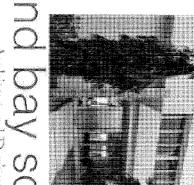
Architectural Design Quidelines pay south











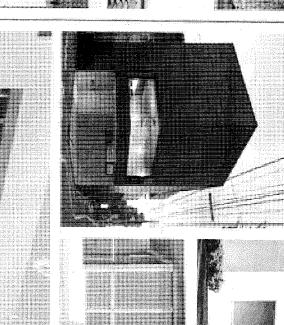
relationship between the street and building interior. he humanist proportions of windows forms a scale and creates a

California Collection

patible with traditional architecture. Windows shall not be more squat than square and shall include muttoo patterns com-

Contemporary Coasta

mutted Windows of various proportions, including horizonal ribbon windows are per-





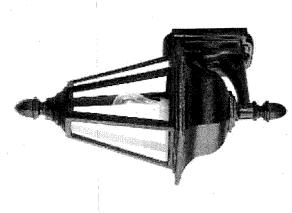


Lighting serves to promote illumination of exterior walls and the public realm, as well as pedestrian activity and safety.

ų)

California Collection

Contemporary Coastal



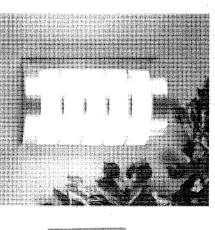


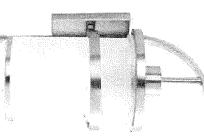
MAXIMUM 10"

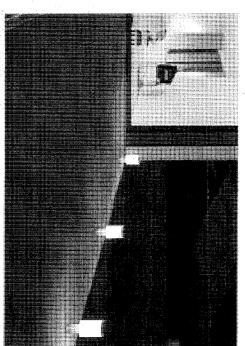
ALUMINUM BLACK

GLASS
FRAME MATERIAL
COLOR

HEIGHT



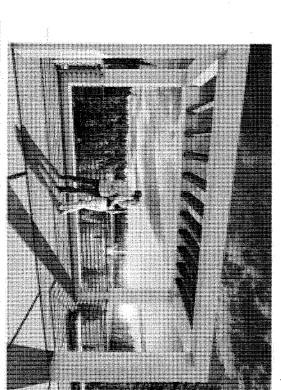




grand bay south

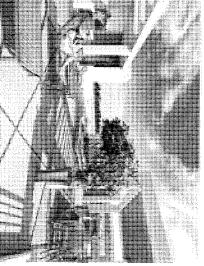
Architectural Design Guidelines

sheltering windows and doors from the South Florida climate. or open outdoor room. They also provide increased energy efficiency by neighborhood, as well as affording the home owner with a covered erraces provide a visual connection between the home and the I ONT ACCOS





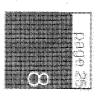






grand bay south

Architectural Design Guidelines



ums shall meet the requirements of the MF-4 district. district, townhomes and cluster homes shall meet the requirements of the MF-1 districts, and the Garden Condominiums and Mid-Rise Condominibufferyards. Single Family Homes shall meet the requirements of the SF-5 ment Code requirements including surface parking areas, street trees, and andscape plans shall meet or exceed current City of Doral Land Devlop-

Street Tree Selection shall include, but not be limited to the following Street Trees

Laurel Oak

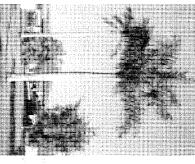


Crepe Myrtle



Palm Trees Counting as Street Trees
Street Palm Tree Selection shall include, but not be limited to the following

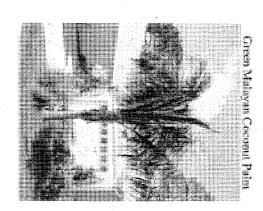
iledik Ked Tain



Accent Palms Selection shall include, but not be limited to the following:

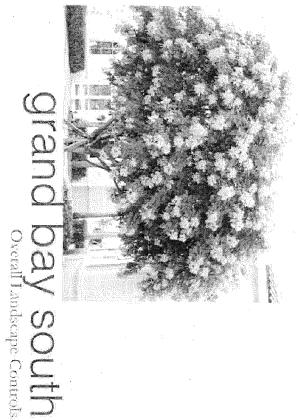


Grand bay south
Overall Landscape Controls





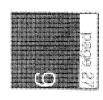
Veitchia Palm





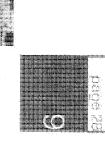


Madagascar Olive



Green Bultonwood Cocoplum Ixora Maui Yellow grand bay south
Overall Landscape Controls Dwarf Philodendron

Shrub Selection
Shrub Selection shall include, but not be limited to the following:
Allamanda
Crinum Lily

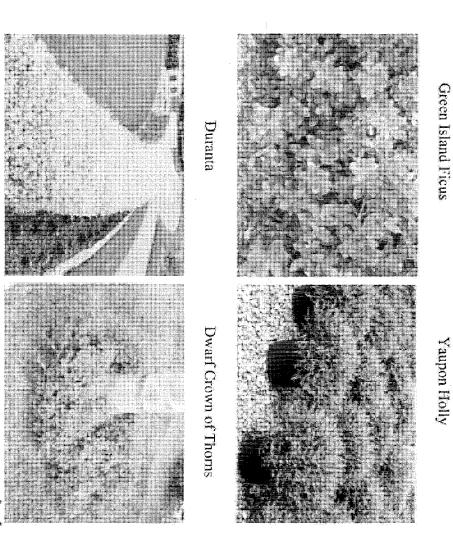


Groundcover Selection

Groundcover Selection shall include, but not be limited to the following:

Green Island Figus

Yaupon Holly





grand bay south
Overall Landscape Controls