



# CITY OF DORAL RECORD (MASTER) COPY TRANSMITTAL FORM

OFFICE OF THE CITY CLERK  
Page 1 of 1

Transmittal From: Planning and Zoning  
Department

Delivered by: Mercy Arce  
Name

Date of Transmittal: November 18, 2011

City Clerk's Date Stamp

11-18-11P03:49 RCVD

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

- Contract
- Agreement
- Lease
- Deed
- Bond Documentation
- Vehicle Title
- Special Magistrate Order
- Other: \_\_\_\_\_

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

Is this contract/ agreement:  Capital Improvement  Non Capital Improvement

Description of Record Copy: Master Development Agreement and Modification of Declaration of Restrictions approved on 10/12/2011 by Ordinance 2011-22 St Moritz

### Office of the City Clerk Administrative Use Only

Received by: CHRISTINA MUNOZ

Reviewed for completion by: Barbara Heuer

Returned to originating Department for the following corrections on: NA (Date)

Digital archive (J DRIVE): 11-18-11 (Date) Hard copy archive: 11-18-11 (Date)

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Copy provided in electronic format to originating Department on 11-18-11 (Date)

Originals returned on NA (Date)

# Holland & Knight

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Holland & Knight LLP | [www.hklaw.com](http://www.hklaw.com)

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

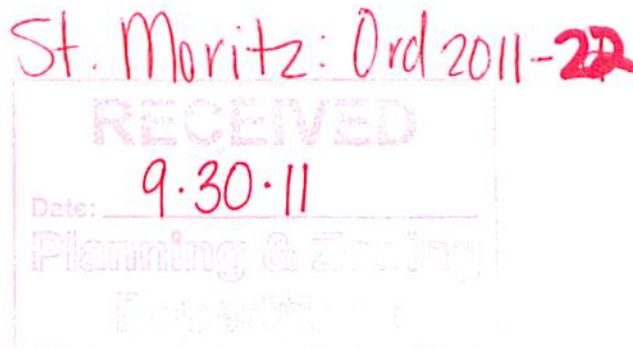
VIA HAND DELIVERY

September 30, 2011

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

Attn: Ms. Mercy Arce

**Re: FVP Promenade, LLC**



Dear Mr. Kogon:

Enclosed for your review and approval are two (2) original documents as follows:

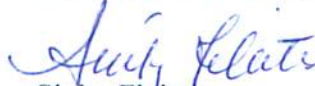
1. Modification of that Certain Declaration of Restrictions, Recorded in Official Records Book 21378 at Page 1716 of the Public Records of Miami-Dade County, Florida; and
2. Master Development Agreement.

Upon approval, please execute and record them. We would appreciate it if you would email us a fully executed copy of each document to [juan.mayol@hklaw.com](mailto:juan.mayol@hklaw.com) with a copy to [siuby.fleites@hklaw.com](mailto:siuby.fleites@hklaw.com) or fax them to 305-679-6302.

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

Sincerely,

HOLLAND & KNIGHT LLP

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

JJM:sf  
Encs.

This instrument was prepared by  
or under the supervision of:

Name: Tracy R. Slavens, Esq.  
Address: Holland & Knight LLP  
701 Brickell Avenue, Suite 3000  
Miami, Florida 33131

(Space reserved for Clerk of Court)

**MODIFICATION OF THAT CERTAIN DECLARATION OF RESTRICTIONS,  
RECORDED IN OFFICIAL RECORDS BOOK 21378 AT PAGE 1716  
OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA**

THIS Modification of Declaration of Restrictions is made this 12<sup>th</sup> day of October  
2011, by FVP Promenade, LLC, a Florida limited liability company (the "Owner"), in favor of  
the City of Doral, a Florida municipal corporation (the "City").

**WITNESSETH:**

WHEREAS, the Owners hold the fee simple title to that certain property lying, being and  
situated in Miami-Dade County, Florida, as legally described in Exhibit "A" attached hereto,  
hereinafter referred to as the "Property";

WHEREAS, a Declaration of Restrictions (hereinafter referred to as the "Declaration") in  
favor of the Miami-Dade County, was recorded in the Public Records of Miami-Dade County in  
Official Records Book 21378 at Page 1716, which placed certain restrictions and conditions on  
the use of the Property, which, at that time, was referred to as "Tract G" and was part of a larger  
parcel of land that was approved for development pursuant to Miami-Dade County Resolution  
No. CZAB9-10-03;

WHEREAS, in accordance with the terms of the Declaration and as this instrument  
applies only to the Property, the Owner has applied for a public hearing in the City of Doral to  
modify the Declaration, rezone the Property to Planned Unit Development District, and revise

the site plan governing the development of the Property;

WHEREAS, a public hearing was held before the City Council on October 12, 2011, at which hearing the City Council adopted Ordinance No. 2011-22 (the "Ordinance"); and

WHEREAS, the Ordinance approved the modification of the Declaration, as this instrument applies to the Property.

NOW, THEREFORE, the parties hereby agree as follows:

1. Paragraph 1 of the Declaration shall now read as follows:

"1. **Controlling Site Plan.** The Property shall be developed substantially in accordance with the plans entitled "St. Mortiz Phase II", as prepared by Pascual, Perez, Kiliddjian & Associates, dated stamped received on July 21, 2011 and revisions submitted to the City on September 2, 2011, consisting of 27 sheets."

2. Except as hereby amended, all other restrictions in the Declaration, shall remain in full force and effect.

**[Signature Page Follows]**

IN WITNESS WHEREOF, FVP Promenade, LLC, has caused these present to be signed in its name on this 26 day of September, 2011.

WITNESSES:

[Signature]  
Witness #1  
Gus Alfonso  
Printed Name

FVP PROMENADE, LLC  
a Florida limited liability company  
By: [Signature]  
Print Name: Reinaldo Villar  
Title: Managing Member

[Signature]  
Witness #2  
L. Robert Elmer  
Printed Name

CORPORATE SEAL

STATE OF Florida )  
COUNTY OF Miami-Dade ) SS:

The foregoing instrument was acknowledged before me this 26 day of September 2011, by Reinaldo Villar, as Managing Member on behalf of FVP Promenade, LLC, a Florida limited liability, who is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Expires:

[Signature]  
Notary Public  
Damaris Pereira  
Printed Name



Damaris Pereira  
COMMISSION # DD823308  
EXPIRES: OCT. 14, 2012  
WWW.AARONNOTARY.COM

The Director of the City of Doral Planning and Zoning Department does hereby effectuate and acknowledge the above Modification of Declaration of Restrictions.

**WITNESSES:**

Mercy Arce  
Signature

Mercy Arce  
Printed Name

Flor Garcia  
Signature

Flor Garcia  
Printed Name

City of Doral  
Planning and Zoning Department

Nathan Kogon  
Nathan Kogon, AICP, Director

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

The foregoing instrument was acknowledged before me by Nathan Kogon, as Director of the City of Doral Planning and Zoning Department, who is personally known to me or has produced \_\_\_\_\_, as identification.

Witness my signature and official seal this 10 day of November, 2011, in the County and State aforesaid.

Cynthia Pyles-Hosein  
Notary Public State of Florida

Cynthia Pyles-Hosein  
Printed Name

My Commission Expires:



## **EXHIBIT A**

### **Legal description of subject property:**

#### **TRACT "A"**

A portion of Tract I, of ISLANDS AT DORAL NORTHWEST, according to the plat thereof as recorded in Plat Book 164 at Page 34 of the Public Records of Miami Dade County, Florida, said land lying in Section 7, Township 53 South, Range 40 East, more particularly described as follows:

Commencement at the Northeast corner of said plat of ISLANDS AT DORAL NORTHWEST, thence run South 89°36'21" West, along the North Line of said plat, for a distance of 10.01 feet to a point; thence run South 01°44'31" East, along the centerline of NW 114<sup>th</sup> Avenue, for a distance of 382.48 feet to a point; thence run South 88°15'29" West for a distance of 25.00 feet to a point of intersection with the East Line of Tract I of the said plat of ISLANDS AT DORAL NORTHWEST; thence run South 01°44'31" East, along the East Line of said Tract I, for a distance of 49.55 feet to the Point of Beginning; thence continue South 01°44'31" East, along the East Line of said Tract I, for a distance of 30.59 feet to a point of curve to the right having a radius of 2975.00 feet and a central angle of 12°10'07"; thence Southerly, along the East Line of said Tract I and through the arc a distance of 631.84 feet; thence North 77°01'20" West for a distance of 10.01 feet to a point on a non tangent curve to the left having a radius of 2965.00 feet and a central angle of 2°52'39", of which the radius point bears North 79°34'55" West from said point; thence Northerly along the arc a distance of 148.91 feet to a point of curve to the left having a radius of 15.00 feet and a central angle of 90°17'29"; thence Northwesterly along the arc a distance of 23.64 feet to a point of tangency; thence North 82°45'03" West for a distance of 24.50 feet to a point of curve to the left having a radius of 333.00 feet and a central angle of 23°22'36"; thence Westerly along the arc a distance of 135.86 feet to a point of reverse curve to the right having a radius of 777.00 feet and a central angle of 30°31'49"; thence Westerly along the arc a distance of 414.03 feet to a point of reverse curve to the left having a radius of 1940.41 feet and a central angle of 01°32'18"; thence Northwesterly along the arc a distance of 52.10 feet to a point of compound curve to the left having a radius of 15.00 feet and a central angle of 92°51'01"; thence Southwesterly along the arc a distance of 24.31 feet to a point of reverse curve to the right having a radius of 4035.00 feet and a central angle of 01°49'39"; thence Southerly along the arc a distance of 128.69 feet; the last 9 courses are coincident with the East, West and South Lines of said Tract I; thence North 78°09'30" West, radial to the last described curve, for a distance of 25.00 feet to a point on a non tangent curve to the left having a radius of 4010.00 feet and a central angle of 5°18'11", of which the radius point bears North 78°09'30" West from said point; thence Northerly along the limit of the Parent Tract as described in Exhibit "A" to the Grant Easement as recorded in Official Records Book 26690 at Page 1, and through the arc a distance of 371.13 feet; thence North 04°58'12" East for a distance of 90.63 feet to a point of intersection with the West Line of Tract K (an excluded Parcel) as described in Exhibit "A" to the Grant Easement; thence North 00°23'39" West for a distance of 74.56 feet to a point of curve to the right having a radius of 36.00 feet

and a central angle of 45°00'00"; thence Northeasterly along the arc a distance of 28.27 feet to a point of tangency; thence North 44°36'21" East for a distance of 88.14 feet to a point of curve to the right having a radius of 36.00 feet and a central angle of 45°00'00"; thence Northeasterly along the arc a distance of 28.27 feet to a point of tangency; the last 4 courses are coincident with the West and Northwesterly Line of Tract K (an excluded Parcel) as described in Exhibit "A" to the Grant Easement; thence North 89°36'21" East; along the North Line of said Parcel K (an excluded parcel) and the limit of the Parent Tract as described in Exhibit "A" to the Grant Easement, for a distance of 547.28 feet to a point of curve to the right having a radius of 36.00 feet and a central angle of 34°20'17"; thence Southeasterly along the arc a distance of 21.58 feet to the Point of Beginning, containing 348,029 square feet more or less (7.990 acres more or less).

#### TRACT "B"

A portion of Tract I, of ISLANDS AT DORAL NORTHWEST, according to the plat thereof as recorded in Plat Book 164 at Page 34 of the Public Records of Miami Dade County, Florida, said land lying in Section 7, Township 53 South, Range 40 East, more particularly described as follows:

Commencement at the Northeast corner of said plat of ISLANDS AT DORAL NORTHWEST, thence run South 89°36'21" West, along the North Line of said plat, for a distance of 10.01 feet to a point; thence run South 01°44'31" East, along the centerline of NW 114<sup>th</sup> Avenue, for a distance of 382.48 feet to a point; thence run South 88°15'29" West for a distance of 25.00 feet to a point of intersection with the East Line of Tract I of ISLANDS AT DORAL NORTHWEST; thence run South 01°44'31" East, along the East Line of said Tract I, for a distance of 49.55 feet to a point; thence continue South 01°44'31" East, along the East Line of said Tract I, for a distance of 30.59 feet to a point of curve to the right having a radius of 2975.00 feet and a central angle of 12°10'07"; thence Southerly, along the East Line of said Tract I and through the arc a distance of 631.84 feet; thence North 77°01'20" West for a distance of 10.01 feet to a point on a non tangent curve to the left having a radius of 2965.00 feet and a central angle of 2°52'39", of which the radius point bears North 79°34'55" West from said point; thence Northerly along the arc a distance of 148.91 feet to a point of curve to the left having a radius of 15.00 feet and a central angle of 90°17'29"; thence Northwesterly along the arc a distance of 23.64 feet to a point of tangency; thence North 82°45'03" West for a distance of 24.50 feet to a point of curve to the left having a radius of 333.00 feet and a central angle of 23°22'36"; thence Westerly along the arc a distance of 135.86 feet to a point of reverse curve to the right having a radius of 777.00 feet and a central angle of 30°31'49"; thence Westerly along the arc a distance of 414.03 feet to a point of reverse curve to the left having a radius of 1940.41 feet and a central angle of 01°32'18"; thence Northwesterly along the arc a distance of 52.10 feet to a point of compound curve to the left having a radius of 15.00 feet and a central angle of 92°51'01"; thence Southwesterly along the arc a distance of 24.31 feet to a point of reverse curve to the right having a radius of 4035.00 feet and a central angle of 01°49'39"; thence Southerly along the arc a distance of 128.69 feet; the last 9 courses are coincident with the



East, West and South Lines of said Tract I; thence North 78°09'30" West, radial to the last described curve, for a distance of 45.00 to the Point of Beginning; thence continue North 78°09'30" West for a distance of 25.00 feet to a point on a non tangent curve to the left having a radius of 3965.00 feet and a central angle of 01°51'43", of which the radius point bears North 78°09'30" West from said point; thence Northerly along the arc a distance of 128.85 feet to a point of compound curve to the left having a radius of 15.00 feet and a central angle of 90°05'32"; thence Northwesterly along the arc a distance of 23.59 feet to a point of compound curve to the left having a radius of 1940.41 feet and a central angle of 10°16'54"; thence Westerly along the arc a distance of 348.20 feet to a point of tangency; thence South 89°36'21" West for a distance of 126.05 feet; thence North 01°44'52" West for a distance of 420.08 feet, the last 6 courses are coincident with the South and West Lines of said Tract I; thence North 89°36'21" East, along the limit of the Parent Tract as described in Exhibit "A" to the Grant Easement as recorded in Official Records Book 26690 at Page 1, for a distance of 138.54 feet to a point on a non tangent curve to the right, the same being a point on the West parcel of Tract N (an excluded Parcel) as described in Exhibit "A" to the Grant Easement, having a radius of 36.00 feet and a central angle of 82°48'38", of which the radius point bears South 83°12'17" East from said point; thence Northeasterly along the arc a distance of 52.03 feet to a point of tangency; thence North 89°36'21" East for a distance of 281.77 feet to a point of curve to the right having a radius of 36.00 feet and a central angle of 44°59'35"; thence Southeasterly along the arc a distance of 28.27 feet to a point of tangency; thence South 45°23'39" East for a distance of 98.02 feet to a point of curve to the right having a radius of 36.00 feet and a central angle of 045°00'00"; thence Southeasterly along the arc a distance of 28.27 feet to a point of tangency; thence South 00°23'39" East for a distance of 66.03 feet; the last 6 courses are coincident with the North, Northeasterly and East Line of Tract N (an excluded Parcel) as described in Exhibit "A" to the Grant Easement; thence South 03°25'18" West for a distance of 98.42 feet to a point on a non tangent curve to the right having a radius of 3990.00 feet and a central angle of 05°16'35", of which the radius point bears North 83°26'05" West from said point; thence Southerly along the Parent Tract as described in Exhibit "A" to the Grant Easement and through the arc a distance of 367.45 feet to the Point of Beginning, containing 247,504 square feet more or less (5.682 acres more or less).

## MASTER DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into this 12<sup>th</sup> day of October, 2011, by and between FVP Promenade, 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 and made a part hereof as Exhibit "A" (the "Property");

WHEREAS, the Property is currently designated "Low Density Residential" on the City's Comprehensive Plan (as herein defined) and zoned Planned Unit Development pursuant to the Land Development Regulations (as herein defined);

WHEREAS, the Developer and the City mutually desire that the Property be developed with a 123 unit residential project as permitted by the Comprehensive Plan and the Land Development Regulations (the "Project"); and

WHEREAS, the Developer and the City desire to establish certain terms and conditions relating to the proposed development of the Property and wish to establish certainty as to the ultimate development of the Project, as provided pursuant to Section 163.3220, Florida Statutes ("F.S."), et. al.;

NOW, THEREFORE, in consideration of the conditions, covenants, and mutual promises hereinafter set forth, the Developer and the City agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference. All exhibits to the Agreement are hereby deemed a part hereof.
2. Definitions.
  - a. "Architectural Design and Development Criteria" 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 Development Plan.
  - b. "Comprehensive Plan" means the City's comprehensive plan meeting the requirements of Chapter 163, F.S.
  - c. "Conceptual Development Plan" is that master site development plan entitled "St. Moritz Phase II," prepared by Pascual, Perez, Killidjian, and Associates, dated stamped received on July 21, 2011 and revisions submitted to the City on September 2, 2011, consisting of 27 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 Architectural Design and Development Criteria, govern the administrative review of all detailed Development 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, the dividing of land into three or more parcels and such other activities described in Section 163.3221(4), F.S.; provided, however, that activities and uses set forth in Section 163.3221(4)(b), F.S., shall not constitute Development.
- 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 latter of the date of execution of this Agreement by the Developer or the City.
- h. "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.
- i. "Land" means the earth, water, and air, above, below, or on the surface and includes and improvements or structures customarily regarded as land.
- j. "Land Development Regulations" means ordinances, rules, and policies in effect on the Effective Date, which have been enacted and implemented by the City for the regulation of any aspect of development and includes any local government zoning, rezoning, subdivision, building construction, or sign regulation or any other regulations controlling the Development of, or construction upon, Land.
- k. "Laws" means all ordinances, resolutions, regulations, comprehensive plans, Land Development Regulations, and rules adopted by a local government affecting the development of Land.
- l. "Local Government" means any county or municipality or any special district or local government entity established pursuant to law which exercises

regulatory authority over, and grants Development Permits for, land Development.

- m. "Pattern Book" is that master development plan entitled "St. Moritz Phase II," prepared by Pascual, Perez, Killidjian, and Associates, dated stamped received on July 21, 2011 and revisions submitted to the City on September 5, 2011, 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 governs the administrative review of any site plan for the Project.
- n. "Project" means the Development approved pursuant to the Project Approval.
- o. "Project Approval" is defined in Section 6 of this Agreement.
- p. "Property" is that certain 13.67 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. "Term" is defined in Section 4 of this Agreement.
- 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. Intent. It is the intent of the Developer and the City that this Agreement should be construed and implemented so as to effectuate the purposes and intent of the parties and the purpose and intent of the Florida Local Government Agreement Act, Section 163.3220, F.S., et al.

4. Effective Date and Duration.

a. This Agreement shall become effective on the Effective Date. The Agreement shall be recorded in the public records of Miami-Dade County, Florida and shall run with the land and shall be binding on all parties and all persons claiming under it for an initial term of fifteen (15) years from the Effective Date (the "Term").

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

c. The time frames set forth in this Agreement shall be considered stayed and tolled for the time lost resulting from the pendency of any City initiated moratorium, litigation or

challenges that materially limit the ability of the Developer to continue the Development of the Project.

5. Permitted Development Uses and Building Intensities.

a. **Permitted Development Uses.** Concurrently with the adoption and acceptance of this Agreement, the Developer has proffered and the City has accepted and adopted the Conceptual Development Plan and the Architectural Design and Development Criteria 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 Conceptual Development Plan and the Pattern Book. Setbacks for accessory structures will be governed by the City's Land Development Code Chapter 74 for single-family homes and Section 68-168 for townhomes.

6. Project Approval. The Project Approval authorizes the Development of a Project that currently contemplates a Development program as specifically described in the Pattern Book and Conceptual Development Plan. This Development program consists of: 53 single-family detached homes and 70 single-family attached homes. The Development of the Property in conformity with this Development program, as provided in the Pattern Book, is referred to herein as the "Project."

a. **Access to Property.** Due to the limited vehicle stacking capacity within the entrance driveways for the Property, the Developer agrees that access control gates will not be installed at the points of ingress to the Project.

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

7. Maintenance of Common Areas. The common areas of the Property shall be maintained by a homeowners' association. Substantial amendments to the maintenance provisions of the homeowners' association documents shall require review by the City Manager

or his/her designee to ensure that the association maintains the assessment and lien rights to ensure that the Property is properly maintained.

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

9. Recreational Amenities. The Project is located adjacent to another residential community (the "Adjacent Community") that is currently under Development by an affiliate of the Developer. The Developer and/or its affiliate has constructed, or will construct from time to time, recreational amenities within the Adjacent Community. Said recreational amenities will be made available for the future residents of the Project. Prior to the issuance of a building permit for any dwelling unit on the Property, the Developer shall provide reasonably acceptable evidence to the City that provisions are in place to ensure access to the recreational facilities for the residents of the Project.

10. Public Services and Facilities: Concurrency. For purposes of concurrency review, it is hereby agreed that, throughout the Entire Term of this Agreement, the City shall reserve and maintain available sufficient infrastructure capacities to serve this Project up to the full build-out contemplated by the Project Approval. All subsequent Development orders or permits sought to be issued that are in general conformity with the Project Approval and this Agreement are hereby found to meet concurrency standards set forth in the Comprehensive Plan, as such standards may be amended from time to time (concurrency regulations) and to be consistent with the Land Development Regulations, so long as the Developer develops the Property in general compliance with the terms and conditions contained within the Project Approval.

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

- a. Site plan approvals;
- b. Subdivision plat and/or waiver of plat approvals;
- c. Water, sewer, paving and drainage, and other infrastructure permits;
- d. Covenant or Unity of Title acceptance or the release of existing unities or covenants;
- e. Building permits;
- f. Certificates of occupancy; and
- g. Any other official action of the City and/or Miami-Dade County, Florida, having the effect of permitting the Development of land.

12. Necessity of Complying with Local Regulations Relative to Development Permits. The Developer and the City agree that the failure of this Agreement to address a particular permit, condition, fee, term, or restriction in effect on the Effective Date of this Agreement shall not relieve Developer of the necessity of complying with the regulations

governing said permitting requirements, conditions, fees, terms, or restrictions as long as compliance with said regulations and requirements do not require the Developer to develop the Property in a manner that is inconsistent with the Project Approval.

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

14. **Reservation of Development Rights.** For the Term, the City hereby agrees that it shall permit the Development of the Project in accordance with the Project Approval, the Land Development Regulations, the Comprehensive Plan, and the existing laws and policies as of the Effective Date of this Agreement that are or may be applicable to the Property, subject to the conditions of this Agreement. The Property shall not be subject to downzoning, unit density reduction, or any other limitation upon the Development rights in effect upon the Effective Date of this Agreement and during the Entire Term of this Agreement. However, nothing herein shall prohibit an increase in Development density or intensity within the Project in a manner consistent with the Comprehensive Plan, provided that an increase in density shall result in pro rata adjustments to the impact fee benefits to the City provided in Section 13 of this Agreement.

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

15. **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.

16. **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.

17. **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by

recognized overnight courier, or mailed by certified or registered mail, return receipt requested, in a postage paid prepaid envelope, and addressed as follows:

If to City at:           City Manager  
                                  City of Doral  
                                  8300 N.W. 53<sup>rd</sup> Street  
                                  Doral, Florida 33166

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

If to Developer at:    FVP Promenade, LLC  
                                  15500 New Barn Road, Suite 104  
                                  Miami Lakes, Florida 33014

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

Notices personally delivered or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given three (3) days after deposit in the U.S. Mail. Any party may change its notice address by providing written notice to the other parties of the new address as provided in this paragraph. The terms of this section shall survive the termination of this Agreement.

18. 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.

19. 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.

20. Modification, Amendment, and Release. This Agreement may not be modified, amended, or released, except by written instrument signed by the City and the Developer (and/or its assigns, which may include, but not be limited to a Community Development District and/or master property owners' association with appropriate authority over the Property), provided that such modification, amendment, release has been approved by the City after public hearing, pursuant to Sections 163.3225 and 163.3237, F.S.

21. 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.

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

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**CITY:**

**ATTEST:**

CITY OF DORAL, FLORIDA  
A Florida municipal corporation

Barbara Heene  
City Clerk

By: [Signature]  
Print name: YVONNE SOLER MCKINLEY  
Title: CITY MANAGER

**WITNESSES:**

This 10 day of Nov., 2011

[Signature]  
Signature

Approved as to form and legality  
By office of City Attorney:

Mercy Arce  
Print Name

[Signature]  
City Attorney for the City of Doral, Florida

[Signature]  
Signature  
Flor Garcia  
Print Name

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

The foregoing instrument was acknowledged before me this 18 day of NOVEMBER, 2011, by YVONNE SOLER-MCKINLEY, as CITY MANAGER of the City of Doral, a Florida municipal corporation, on behalf of the City. He/She is personally known to me or has produced \_\_\_\_\_ as identification, and acknowledged that she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

[Signature]  
CHRISTINA MUÑOZ  
Notary Public, State of Florida  
CHRISTINA MUÑOZ  
Print Name



Christina Munoz  
COMMISSION # EE 094886  
EXPIRES: MAY 17, 2015  
WWW.AARONNOTARY.COM

**DEVELOPER:**

FVP Promenade, LLC, a Florida limited liability company

By: 

Name: Reinaldo Villar

Title: Managing Member

WITNESSES:



Signature

Gus Alfonso

Print Name



Signature

Robert Elias

Print Name

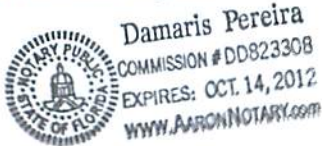
STATE OF FLORIDA                 )

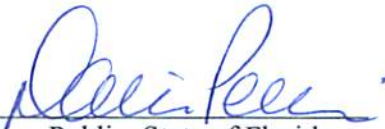
)                 SS.

COUNTY OF MIAMI-DADE        )

The foregoing instrument was acknowledged before me this 26 day of September, 2011, by Reinaldo Villar, as Managing Member of FVP Promenade, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification, and acknowledged that she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:





Notary Public, State of Florida

Damaris Pereira

Print Name

## EXHIBIT A

### Legal description of the Property:

#### TRACT "A"

A portion of Tract I, of ISLANDS AT DORAL NORTHWEST, according to the plat thereof as recorded in Plat Book 164 at Page 34 of the Public Records of Miami Dade County, Florida, said land lying in Section 7, Township 53 South, Range 40 East, more particularly described as follows:

Commencement at the Northeast corner of said plat of ISLANDS AT DORAL NORTHWEST, thence run South 89°36'21" West, along the North Line of said plat, for a distance of 10.01 feet to a point; thence run South 01°44'31" East, along the centerline of NW 114<sup>th</sup> Avenue, for a distance of 382.48 feet to a point; thence run South 88°15'29" West for a distance of 25.00 feet to a point of intersection with the East Line of Tract I of the said plat of ISLANDS AT DORAL NORTHWEST; thence run South 01°44'31" East, along the East Line of said Tract I, for a distance of 49.55 feet to the Point of Beginning; thence continue South 01°44'31" East, along the East Line of said Tract I, for a distance of 30.59 feet to a point of curve to the right having a radius of 2975.00 feet and a central angle of 12°10'07"; thence Southerly, along the East Line of said Tract I and through the arc a distance of 631.84 feet; thence North 77°01'20" West for a distance of 10.01 feet to a point on a non tangent curve to the left having a radius of 2965.00 feet and a central angle of 2°52'39", of which the radius point bears North 79°34'55" West from said point; thence Northerly along the arc a distance of 148.91 feet to a point of curve to the left having a radius of 15.00 feet and a central angle of 90°17'29"; thence Northwesterly along the arc a distance of 23.64 feet to a point of tangency; thence North 82°45'03" West for a distance of 24.50 feet to a point of curve to the left having a radius of 333.00 feet and a central angle of 23°22'36"; thence Westerly along the arc a distance of 135.86 feet to a point of reverse curve to the right having a radius of 777.00 feet and a central angle of 30°31'49"; thence Westerly along the arc a distance of 414.03 feet to a point of reverse curve to the left having a radius of 1940.41 feet and a central angle of 01°32'18"; thence Northwesterly along the arc a distance of 52.10 feet to a point of compound curve to the left having a radius of 15.00 feet and a central angle of 92°51'01"; thence Southwesterly along the arc a distance of 24.31 feet to a point of reverse curve to the right having a radius of 4035.00 feet and a central angle of 01°49'39"; thence Southerly along the arc a distance of 128.69 feet; the last 9 courses are coincident with the East, West and South Lines of said Tract I; thence North 78°09'30" West, radial to the last described curve, for a distance of 25.00 feet to a point on a non tangent curve to the left having a radius of 4010.00 feet and a central angle of 5°18'11", of which the radius point bears North 78°09'30" West from said point; thence Northerly along the limit of the Parent Tract as described in Exhibit "A" to the Grant Easement as recorded in Official Records Book 26690 at Page 1, and through the arc a distance of 371.13 feet; thence North 04°58'12" East for a distance of 90.63 feet to a point of intersection with the West Line of Tract K (an excluded Parcel) as described in Exhibit "A" to the Grant Easement; thence North 00°23'39"

West for a distance of 74.56 feet to a point of curve to the right having a radius of 36.00 feet and a central angle of 45°00'00"; thence Northeasterly along the arc a distance of 28.27 feet to a point of tangency; thence North 44°36'21" East for a distance of 88.14 feet to a point of curve to the right having a radius of 36.00 feet and a central angle of 45°00'00"; thence Northeasterly along the arc a distance of 28.27 feet to a point of tangency; the last 4 courses are coincident with the West and Northwesterly Line of Tract K (an excluded Parcel) as described in Exhibit "A" to the Grant Easement; thence North 89°36'21" East; along the North Line of said Parcel K (an excluded parcel) and the limit of the Parent Tract as described in Exhibit "A" to the Grant Easement, for a distance of 547.28 feet to a point of curve to the right having a radius of 36.00 feet and a central angle of 34°20'17"; thence Southeasterly along the arc a distance of 21.58 feet to the Point of Beginning, containing 348,029 square feet more or less (7.990 acres more or less).

#### **TRACT "B"**

A portion of Tract I, of ISLANDS AT DORAL NORTHWEST, according to the plat thereof as recorded in Plat Book 164 at Page 34 of the Public Records of Miami Dade County, Florida, said land lying in Section 7, Township 53 South, Range 40 East, more particularly described as follows:

Commencement at the Northeast corner of said plat of ISLANDS AT DORAL NORTHWEST, thence run South 89°36'21" West, along the North Line of said plat, for a distance of 10.01 feet to a point; thence run South 01°44'31" East, along the centerline of NW 114<sup>th</sup> Avenue, for a distance of 382.48 feet to a point; thence run South 88°15'29" West for a distance of 25.00 feet to a point of intersection with the East Line of Tract I of ISLANDS AT DORAL NORTHWEST; thence run South 01°44'31" East, along the East Line of said Tract I, for a distance of 49.55 feet to a point; thence continue South 01°44'31" East, along the East Line of said Tract I, for a distance of 30.59 feet to a point of curve to the right having a radius of 2975.00 feet and a central angle of 12°10'07"; thence Southerly, along the East Line of said Tract I and through the arc a distance of 631.84 feet; thence North 77°01'20" West for a distance of 10.01 feet to a point on a non tangent curve to the left having a radius of 2965.00 feet and a central angle of 2°52'39", of which the radius point bears North 79°34'55" West from said point; thence Northerly along the arc a distance of 148.91 feet to a point of curve to the left having a radius of 15.00 feet and a central angle of 90°17'29"; thence Northwesterly along the arc a distance of 23.64 feet to a point of tangency; thence North 82°45'03" West for a distance of 24.50 feet to a point of curve to the left having a radius of 333.00 feet and a central angle of 23°22'36"; thence Westerly along the arc a distance of 135.86 feet to a point of reverse curve to the right having a radius of 777.00 feet and a central angle of 30°31'49"; thence Westerly along the arc a distance of 414.03 feet to a point of reverse curve to the left having a radius of 1940.41 feet and a central angle of 01°32'18"; thence Northwesterly along the arc a distance of 52.10 feet to a point of compound curve to the left having a radius of 15.00 feet and a central angle of 92°51'01"; thence Southwesterly along the arc a distance of 24.31 feet to a point of reverse curve to the right having a radius of 4035.00 feet and a central angle of 01°49'39"; thence

Southerly along the arc a distance of 128.69 feet; the last 9 courses are coincident with the East, West and South Lines of said Tract I; thence North 78°09'30" West, radial to the last described curve, for a distance of 45.00 to the Point of Beginning; thence continue North 78°09'30" West for a distance of 25.00 feet to a point on a non tangent curve to the left having a radius of 3965.00 feet and a central angle of 01°51'43", of which the radius point bears North 78°09'30" West from said point; thence Northerly along the arc a distance of 128.85 feet to a point of compound curve to the left having a radius of 15.00 feet and a central angle of 90°05'32"; thence Northwesterly along the arc a distance of 23.59 feet to a point of compound curve to the left having a radius of 1940.41 feet and a central angle of 10°16'54"; thence Westerly along the arc a distance of 348.20 feet to a point of tangency; thence South 89°36'21" West for a distance of 126.05 feet; thence North 01°44'52" West for a distance of 420.08 feet, the last 6 courses are coincident with the South and West Lines of said Tract I; thence North 89°36'21" East, along the limit of the Parent Tract as described in Exhibit "A" to the Grant Easement as recorded in Official Records Book 26690 at Page 1, for a distance of 138.54 feet to a point on a non tangent curve to the right, the same being a point on the West parcel of Tract N (an excluded Parcel) as described in Exhibit "A" to the Grant Easement, having a radius of 36.00 feet and a central angle of 82°48'38", of which the radius point bears South 83°12'17" East from said point; thence Northeasterly along the arc a distance of 52.03 feet to a point of tangency; thence North 89°36'21" East for a distance of 281.77 feet to a point of curve to the right having a radius of 36.00 feet and a central angle of 44°59'35"; thence Southeasterly along the arc a distance of 28.27 feet to a point of tangency; thence South 45°23'39" East for a distance of 98.02 feet to a point of curve to the right having a radius of 36.00 feet and a central angle of 045°00'00"; thence Southeasterly along the arc a distance of 28.27 feet to a point of tangency; thence South 00°23'39" East for a distance of 66.03 feet; the last 6 courses are coincident with the North, Northeasterly and East Line of Tract N (an excluded Parcel) as described in Exhibit "A" to the Grant Easement; thence South 03°25'18" West for a distance of 98.42 feet to a point on a non tangent curve to the right having a radius of 3990.00 feet and a central angle of 05°16'35", of which the radius point bears North 83°26'05" West from said point; thence Southerly along the Parent Tract as described in Exhibit "A" to the Grant Easement and through the arc a distance of 367.45 feet to the Point of Beginning, containing 247,504 square feet more or less (5.682 acres more or less).

**EXHIBIT B**

**St. Moritz Phase II Impact Fees**

- **Doral Roadway**  
 $915 \times \$190.43 \times 1.05 = \$182,955.63$
  
  - **Doral Police**  
 $53 \times \$101.29 = \$5,368.37$   
 $70 \times \$101.29 = \underline{\$7,090.30}$   
 $\$12,458.67$
  
  - **Doral Parks**  
 $53 \times \$1,453.40 = \$77,030.20$   
 $70 \times \$1,453.40 = \underline{\$101,738.00}$   
 $\$178,768.20$
  
  - **County Roadway**  
 $53 \times \$3,359.01 = \$178,027.53$   
 $70 \times \$2,056.61 = \underline{\$143,962.70}$   
 $\$321,990.23$
  
  - **County Fire**  
 $53 \times \$377.37 = \$20,000.61$   
 $70 \times \$377.37 = \underline{\$26,415.90}$   
 $\$46,416.51$
  
  - **County Schools**  
 $53 \times (\$612.00 + (2,857 \times 0.918)) = \$171,440.48$   
 $70 \times (\$612.00 + (1,975 \times 0.918)) = \underline{\$169,753.50}$   
 $\$341,193.98$
- Total Doral Fees = \$ 374,182.50**  
**Total County Fees = \$ 709,600.72**  
**Total Estimated Fees = \$ 1,083,783.22**

**ORDINANCE #2011-22**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DORAL , FLORIDA APPROVING THE REZONING OF ± 13.75 ACRES GENERALLY LOCATED EAST OF NW 89<sup>th</sup> STREET AND WEST OF NW 114<sup>TH</sup> AVENUE, DORAL, FLORIDA FROM MF-3 (MULTI-FAMILY RESIDENTIAL) TO PUD (PLANNED UNIT DEVELOPMENT) ; MODIFICATION OF CONDITION NO. 1 OF THE DECLARATION OF RESTRICTIVE COVENANTS AS RECORDED IN MIAMI-DADE COUNTY OFFICIAL RECORDS BOOK 21378 AT PAGE 1716 ; PROVIDING FOR RECORDATION AND PROVIDING FOR EFFECTIVE DATE**

**WHEREAS, FVP Promenade, LLC ("Applicant"), has requested approval of: (1) a rezoning of ± 13.75 acres generally located at South f NW 89 Street and West of NW 114<sup>th</sup> Avenue, Doral, Florida, from MF-3 (Multi-Family Residential) to PUD (Planned Unit Development); (2) a modification of Condition #1 of the Declarations of Restrictions Covenants are recorded in Miami-Dade County Official Records Book 21378 at Page 1716, to replace the controlling site plan for the south half of "Tract G" of the "Island at Doral II" site plan and replace with the St. Moritz PUD; and**

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

**WHEREAS, on September 14<sup>th</sup>,2011, the City Council held a quasi-judicial hearing and received testimony and evidence related to the Application from the Applicant and other persons and found that the rezoning is consistent with the Comprehensive Plan and is in the best interest of the citizens of Doral;**



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

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

**Section 2.** A rezoning of ± 13.75 acres generally located at South of NW 89 Street and West of NW 114<sup>th</sup> Avenue, Doral, Florida, from MF-3 (Multi-Family Residential) to PUD (Planned Unit Development) is hereby approved ; and

**Section 3.** Approval of the modification of Condition #1 of the Declarations of Restrictions Covenants are recorded in Miami-Dade County Official Records Book 21378 at Page 1716, to replace the controlling site plan for the south half of "Tract C" of the "Island at Doral II" site plan and replace with the St. Moritz PUD; and

**Section 4. Effective Date.** This Ordinance shall be effective upon adoption on second reading.

[Section left blank intentionally]

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

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

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

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

ATTEST:

  
Barbara Herrera, City Clerk

  
\_\_\_\_\_  
Juan Carlos Bermudez, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
Jimmy L. Morales, City Attorney