

October 26, 2016v2

This instrument was prepared by:

Name: Felix M. Lasarte, Esq.
Address: The Lasarte Law Firm
3250 NE 1st Avenue
Suite 334
Miami, Florida 33137

(Space reserved for Clerk of Court)

**FIRST AMENDMENT TO THE
MASTER DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into this 2 day of November, 2016, by and between Sanctuary at Doral, LLC., a Florida limited liability company (the "Developer"), and the City of Doral, Florida, a Florida municipal corporation (the "City").

WITNESSETH:

WHEREAS, the Developer is the owner of the real property located within the boundaries of the City, the legal description of which is attached hereto and made a part hereof as Exhibit "A" (the "Property");

WHEREAS, the Property is currently designated "Community Mixed Use" on the City's Comprehensive Plan (as herein defined) and zoned Community Mixed Use and 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 base density of 25 units per acre or maximum of 182 dwelling units, 30,000 square feet of retail use, 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 4 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 "Doral Sanctuary," prepared by MSA Architects, Inc., dated August 15, 2016, 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 future development and subsequent 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

regulation or any other regulations controlling the development of, or construction upon, Land.

- l. "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 +/- 7 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 review and approval and for consistency with the Project Approval, as may be contemplated by Chapter 68, Article V, Division 4, and other applicable provisions of the Land Development Regulations.
- 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 Chapter 68, Article V, Division 4 of the Land Development Regulations. The Developer acknowledges and agrees that this Agreement is not to be construed as a "Development Agreement" pursuant to 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. 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 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 in accordance with the Land Development Regulations. Upon execution of this Agreement, 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. **Phasing, Density, Building Heights, Setbacks and Intensities.** The Project will be developed in two (2) phases. The maximum density, height, 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. While the Conceptual Master Plan contemplates that the Property will be developed in two (2) phases, residential density, and retail intensity may be shifted to future phases of Project development so long as said transfer does not result in an overall increase of residential density and retail intensity for the Project. The height of the buildings within the Project shall not exceed six (6) stories.

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 base density of 25 units per acre or maximum of 182 dwelling units, and 30,000 square feet of retail use. The development of the Property in conformity with this development program, as provided in the Pattern Book and the Conceptual Master Plan, 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 shall 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 Land Development Regulations. Site Plans shall contain all elements and development details required by the City's Code.

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 Land Development Regulations.

7. Maintenance of Common Areas. The common areas of the Property shall be maintained by a homeowners' association, property owners' association, special taxing district, or community development district.

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. Roadway Improvements. In order to address the impacts of the proposed Project on the City and regional roadways, the Developer agrees to address and shall provide certain on-site and off-site roadway improvements to the area's roadway network. The Developer shall obtain approval from Miami-Dade County Public Works Traffic Division for all required roadway improvements and/or modifications on NW 41st Street. Each project listed below will be completed and open for full operation prior to the issuance of the 1st Certificate of Occupancy or completion. The Developer will entirely fund the construction or cause to be constructed of the following roadway improvements, as more particularly set forth below, subject to the approval of the Public Works Department:

- a. Construction of a Bus Bay and transit shelter on NW 41 Street to accommodate the Trolley and Miami-Dade Transit buses;
- b. Purchasing Trolley within one (1) year of obtaining building permit;
- c. Provide eastbound deceleration/right turn lane at the future intersection NW 41 Street and the center/main project driveway;
- d. Provide dedicated westbound left turn lane and median opening at the future intersection of NW 41 Street and the center/main project driveway;
- e. Purchase two (2) adaptive traffic signal controllers;
- f. Maintenance of traffic on NW 41st street will be completed after hours.
- g. Service and delivery vehicles can only access the Property during off-peak hours.

10. Shared Use Path and Pocket Park. The Developer shall provide a pedestrian-bike shared use path inside the Property as part of the Project and shall set aside an area within the Property along the shared use path for a pocket park. The Developer will dedicate to the City, free-of-charge, a 20-foot wide easement along the entire west property line and will construct a 10-foot wide pedestrian/bike shared use path along said dedicated easement. The Developer will also provide a 10-foot-wide pedestrian/bike shared use path inside the Property along the south property line and will allow for the pedestrian/bike shared use path to connect with the pedestrian sidewalk on Doral Blvd., concurrent with the execution of this MDA. The Developer shall construct the Shared Use Path with signage, pavement, landscaping and fencing to City specifications prior to the issuance of the 1st Certificate of Occupancy or completion. The Developer will construct a 20' by 15' foot public Pocket Park accessible to Shared Use Path users along the south canal frontage consisting of two (2) shaded benches with landscaping per City specifications, prior to the issuance of the 1st Certificate of Occupancy or completion. The park shall be constructed outside the limits of the existing canal maintenance easement. Additionally, the park easement and pedestrian/bike shared use path will be dedicated to the City, free-of-charge, concurrent with the execution of this Agreement. The pedestrian/bike shared use path and pocket park shall be constructed and paid for solely by the Developer at no cost to the City.

11. Transit Shelter. The Developer will dedicate, free-of-charge, to the City a 20' by 12.5' foot non-exclusive public easement in front of the project for a transit shelter with an 8-foot wide connection to the right-of-way. The Developer will construct a transit shelter to City specifications and at no cost to the City, prior to the issuance of the 1st Certificate of Occupancy or completion. Transit shelter easement and right-of-way connection will be dedicated to the City, concurrent with this Agreement.

12. Beautification Easement and Improvements. The Developer will dedicate, at no cost to the City, a 24' foot wide non-exclusive public beautification easement across the entire Property frontage adjacent to the Doral Boulevard right-of-way, concurrent with execution of this Agreement. The Developer will also construct and install the landscape and hardscape improvements in the easement to City specifications and at no cost to the City, prior to the issuance of the 1st Certificate of Occupancy, or completion.

13. Bonding Improvements. The Developer will submit a bond to the City in the amount of 110% of the estimated cost of design, permitting and construction for all public improvements on the Property.

14. Minimum Dimensional Requirements. See Attached Exhibit "B"

15. Landscaping, Parking, and Signage Requirements. See Attached Exhibit "B"

16. Homeowners' and/or Condominium Association Document. The residential building and retail center will be professionally managed and will not be a part of a CDD or Homeowner's Association or Condominium Association.

17. Environmental Preservation Code. The conceptual site plan may need to be modified to comply with any applicable Environmental Preservation Code.

18. Public Services and Facilities: Concurrency. As of the date of the Project Approval, pursuant to the provisions of Chapter 59 of the City Code, the Project has been found to meet concurrency standards as set forth in the Comprehensive Plan. The City reserves the right to conduct concurrency reviews and determinations at the time of approval of a site plan for the Project and any modifications thereto, all as provided in Chapter 59 of the City Code.

19. 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. 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.

20. 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.

21. **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.

22. **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.

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

If to City at:	City Manager City of Doral 8401 N.W. 53 rd Terrace Doral, Florida 33166
With a copy to:	City Attorney City of Doral 8401 N.W. 53 rd Terrace Doral, Florida 33166
If to Developer at:	Sanctuary at Doral, LLC c/o Felix M. Lasarte, Esq. 3250 NE 1 st Avenue, Suite 334 Miami, Florida 33137

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.

24. **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.

25. **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.

26. 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.

27. 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.

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

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

City of Doral
a Florida municipal corporation

By: [Signature]
Print Name: EDWARD A. POJAS
Title: CM

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

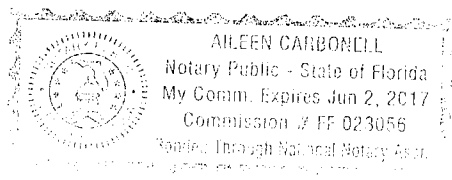
[Signature]
City Attorney

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by Edward A. Rojas City Manager of the City of Doral, who is personally known to me or has produced (Personally Known), as identification.

Witness my signature and official seal this 28 day of November, 2016 in the County and State aforesaid.

AC



[Signature]
Notary Public State of Florida

Aileen Carbonell
Printed Name

My Commission Expires:
June 2, 2017

EXHIBIT "A"

Legal Description of the Property:

TRACT "F" OF "EASTERN DORAL ACRES SECTION ONE SUBDIVISION" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 111, PAGE 53, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

EXHIBIT "B"

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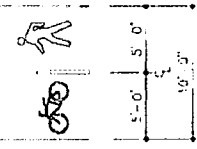
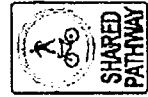
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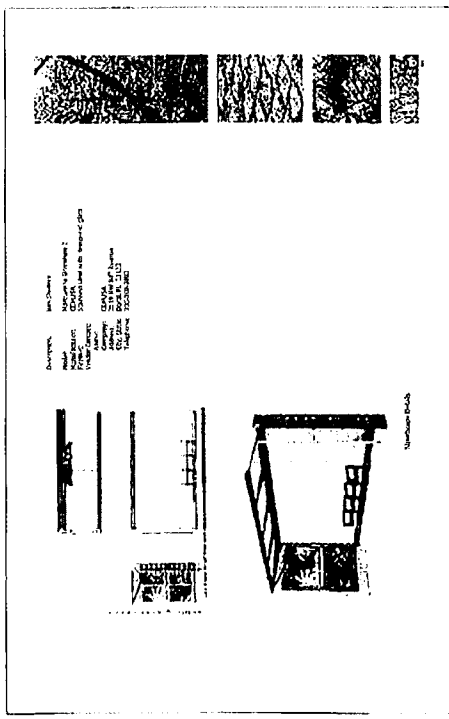
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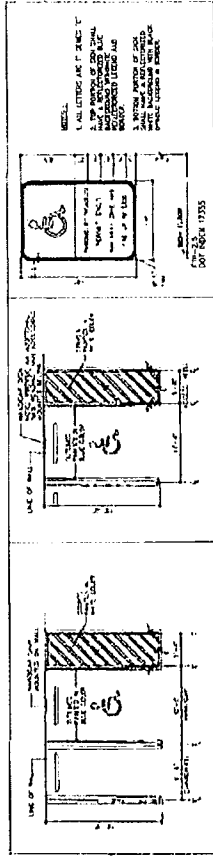


10' SHARED USE PATH
SCALE: 1/8" = 1'-0"

SIGNAGE



TRANSIT SHELTER



STRUCTURE PARKING DETAILS

MSA ARCHITECTS & PLANNING

ARCHITECTS, INC.

15111 SW 42nd Ave., Suite 100
Miami, FL 33193
Tel: 305-555-1111
Fax: 305-555-1112
www.msaarchitects.com

DORAL SANCTUARY

15111 SW 42nd Ave., Suite 100
Miami, FL 33193
Tel: 305-555-1111
Fax: 305-555-1112
www.msaarchitects.com

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ORDINANCE No. 2016-28

AN ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A MODIFICATION TO THE APPROVED SANCTUARY AT DORAL PATTERN BOOK, DATED AUGUST 11, 2016, AND MASTER DEVELOPMENT AGREEMENT, DATED AUGUST 23, 2016, PROVIDING FOR THE CREATIVE EXCELLENCE DENSITY INCREASE PURSUANT TO SECTION 86-83 OF THE LAND DEVELOPMENT CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Sanctuary at Doral, LLC ("Applicant"), has submitted an Application requesting approval of the First Amendment to the approved Pattern Book and Master Development Agreement, which is attached hereto as Exhibit "A" (the "Application"), for the property generally located south of N.W. 41st Street between N.W. 94th Avenue and theoretical N.W. 95th Avenue, Doral, Florida, as legally described in the Application (the "Property");

WHEREAS, the Applicant has submitted a revised Pattern Book dated 10-17-16 and revised Master Development Agreement dated 10-26-16 v.2 for review and consideration; and

WHEREAS, after careful review and deliberation, staff has determined that the Application has complied with the City's Land Development Code and is consistent with the City's Comprehensive Plan; and

WHEREAS, the City Council held a quasi-judicial hearing and received testimony and evidence related to the Application from the Applicant, City staff and other persons, and found that the Application is consistent with the Comprehensive Plan and is in the best interest of the residents of Doral.

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

Section 1. Recitals. The above recitals are true, correct, and incorporated herein by this reference.

Section 2. Denial/Approval. The Application for the First Amendment to the Pattern Book dated 10-17-16 and the Master Development Agreement dated 10-26-16 v.2 for the Property, consisting of a 7.3 ± acre parcel, legally-described in the Application, and generally located south of N.W. 41st Street between (theoretical) N.W. 94th Avenue and (theoretical) N.W. 95th Avenue, Doral, Florida, is hereby approved.

Section 3. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Ordinance.

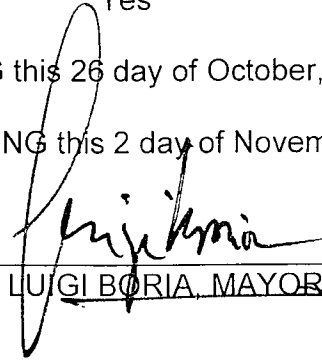
Section 4. Effective Date. This Ordinance shall be effective upon adoption.

The foregoing Ordinance was offered by Vice Mayor Cabrera who moved its adoption. The motion was seconded by Councilmember Rodriguez upon being put to a vote, the vote was as follows:

Mayor Luigi Boria	No
Vice Mayor Pete Cabrera	Yes
Councilwoman Christi Fraga	No
Councilwoman Sandra Ruiz	Yes
Councilwoman Ana Maria Rodriguez	Yes


PASSED AND ADOPTED on FIRST READING this 26 day of October, 2016.

PASSED AND ADOPTED on SECOND READING this 2 day of November, 2016.



LUIGI BORIA, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

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



WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.
CITY ATTORNEY

Exhibit A

Sanctuary at Doral LLC

Property Legal Description

TRACT "F" OF "EASTERN DORAL ACRES SECTION ONE SUBDIVISION"
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK
111, PAGE 53, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY,
FLORIDA.