

FIRST AMENDMENT TO  
GRAND FLORIDIAN ESTATES  
MASTER DEVELOPMENT AGREEMENT

THIS Modification of Master Development Agreement (the "Agreement") is made this 25 day of September, 2013, by the City of Doral, a Florida municipal corporation (the "City"), and Grand Floridian at Doral, LLC., a Florida limited liability company (the "Developer"), who hereby covenant and agree, and bind their successors as follows:

**1. OWNERSHIP OF PROPERTY**

This Planned Unit Development, commonly known as "Grand Floridian Estates", involves approximately 16.71 +/- gross acres of land, which is legally described on Exhibit "A" attached hereto, and shall henceforth be referred to as the "Property". The Property is under unified ownership, and is under the sole control of Developer. This Agreement between the City and Developer shall revoke any all prior development agreements applicable to the Property.

**2. PERMITTED USES**

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

**3. DEVELOPMENT CONCEPT**

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

**4. DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN**

The development of the property shall be controlled by the terms and provisions of this Master Development Agreement (the "Agreement") and the Conceptual Development Plan, consisting of Grand Floridian Estates plan prepared by Pascual Perez and Associates, dated January 15, 2013 and consisting of 30 pages, which

generally depicts the planned layout of the street, buildings, common areas, and indicates the maximum lot coverage for the overall development. Collectively, this Master Development Agreement and the Conceptual Development Plan for the Property may be referred to as the ("Plan"). In the event of a conflict between the terms and provisions of the Master Development Agreement and the graphic illustrations of the Conceptual Development Plan, the Master Development Agreement shall control. If the Agreement is silent regarding a particular subject, such silence shall not be construed as a conflict with the Conceptual Development Plan. Except as otherwise provided in the Agreement, in the event of conflict between the terms and provisions of the Plan and the City's Ordinances, the requirements of the Plan shall control. If the Plan fails to address a particular subject or requirement, the requirements of the applicable City Ordinance(s) in effect at the time of Development Plan approval shall control.

In the event that modification to the Conceptual Development Plan is required in order to ensure consistency with the City's Land Development Code, the necessary modifications to the Plan may be approved without formal amendment of this Agreement. Minor modifications shall require the City Manager or designee's written approval. If the Developer is not satisfied with the suggested resolution of any problem, or the decision by the City Manager or designee categorizing the modification as minor or major, the Developer may appeal the decision to the Development Review Committee. Appeals from the Development Review Committee may be made to the City Council.

## **5. USAGE OF THE PROPERTY**

### **A. Use**

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

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

1. Doctor's Office (maximum of 50% of total ancillary use floor area)

2. Fitness Center (maximum of 50% of total ancillary use floor area)
3. Private education facility
4. Child care facility
5. Dance/karate studio
6. Day spa
7. Assembly hall
8. Art instruction
9. Governmental facility
10. Restaurant owned by P.O.A. (maximum of 50% of total ancillary use floor area)

B. Temporary Use

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

C. Dimensional Requirements

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

D. Number of Units/Density

The total number of residential units in the Development shall not exceed the Property's land use designation of Low Density Residential as depicted on the City's Future Land Use Map. The Developer reserves the ability to combine two or more lots into single Development sites. The reduction of density of the Project resulting from the combination of lots to form single Development sites shall be deemed consistent with the Project Approval, the Land Development Regulations, and the applicable provisions and designations in the Comprehensive Plan.

E. Maximum Lot Coverage and Floor Area

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

Total lot coverage -- 330,449 square feet.

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

F. Maximum Building Height

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

G. Minimum Building Set Backs

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

H. Landscape Plans

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

I. Bikeway

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

J. Mailboxes

J/T

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

## **6. MAINTENANCE OF COMMON OPEN SPACE AND COMMON FACILITIES**

The Developer will create and incorporate a Non-Profit Property Owners Association the ("POA") which will operate, maintain and control, subject to other documents of record, the common areas, and common facilities, including but not limited to, the private roads, sidewalks, street furniture, storm water drainage systems, and the covenants and restrictions, which will be similar in concept to the documents of similar property owners associations in the city. The covenant and restrictions governing the Property and POA responsibilities shall be executed and recorded in the public records of Miami Dade County, Florida. The POA will have a Board of Directors to legislate and govern the rules and orders of the POA. The POA Board will have means and authority to carry out and regulate by laws and restrictions concerning the maintenance, operations and repairs of all common areas facilities. The POA rules may be enforced by fines and liens upon the individual building sites and any other remedies available by law. The POA may charge and collect dues to maintain and operate and service all common facilities on the Property. The POA will have authority to place a lien against individual building sites in order to collect unpaid POA dues. The owner of each lot within the property will automatically become a member of POA by virtue of purchasing the building sites subject to the rules, covenants, and restrictions of POA. The POA will have the powers and means to hire, supervise, and regulate persons employed by them for the maintenance, repair and operation of common areas and facilities. If the POA fails to perform the maintenance, repair or replacement, as necessary, of the storm water drainage facility, the City shall have the right to enter upon the common areas and facilities. If the POA fails to perform the maintenance, repair or replacement of the storm water drainage facility, the City shall have the right to lien all owners of record in the PUD for the cost of such maintenance, repair and replacement as the City may deem necessary.

If requested by the City and as otherwise needed for plat improvements, the Developer will provide easements and grants for the installation, maintenance and upkeep of the public utilities including water, sewer and electricity. The Developer may from time to time add additional covenants and restrictions or make changes in the Association bylaws as may be required to guarantee that the project will be developed in accordance with the policies outlined in this Agreement.

4/1

## **7. ROADS AND SIDEWALKS**

### **A. Roadways.**

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

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

### **B. Dedication of NW 107<sup>th</sup> Avenue, and sharing of construction costs.**

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

## **8. STREET LIGHTING AND SIGNAGE**

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

## **9. IMPACT FEE CREDIT**

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

## **10. CONCURRENCY**

The Grand Floridian Estates PUD shall meet all City and Miami Dade County Concurrency requirements. Approval of this Agreement shall serve to vest the Grand Floridian Estates PUD from any Miami Dade County School

10/1

Board concurrency regulations that may otherwise be applicable to the project at final plat.

## **11. ENVIRONMENTAL CONSIDERATIONS**

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

## **12. UTILITIES**

All utilities on the Property shall be located below ground.

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

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

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

JKT

**14. EXPIRATION**

The duration of this Agreement shall not exceed ten (10) years from the date of its execution. This Agreement may be extended for an additional five (5) year term by mutual consent of the Developer and the City subject to a public hearing.

**15. EFFECTIVE DATE**

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

(Signature Pages to Follow)

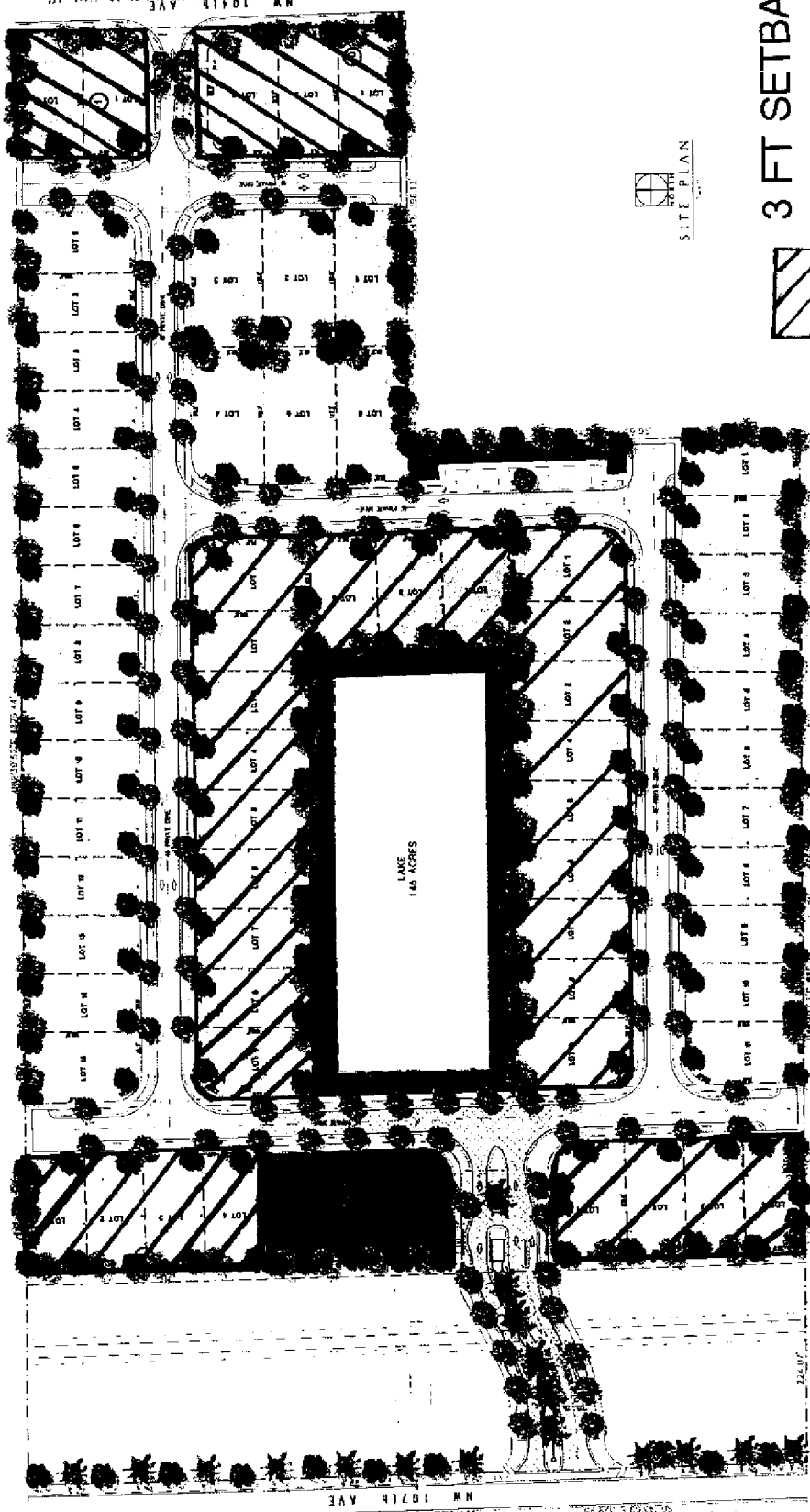
JCT



CITY OF DORAL, FLORIDA

PASCUAL PEREZ KILDIJIAN & ASSOCIATES, INC. ARCHITECTS

AS THE DESIGNER UNDER THE STATE LAND SURVEYING BOARD'S REGULATION, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



SITE PLAN

3 FT SETBACK PERMITTED

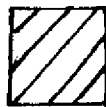
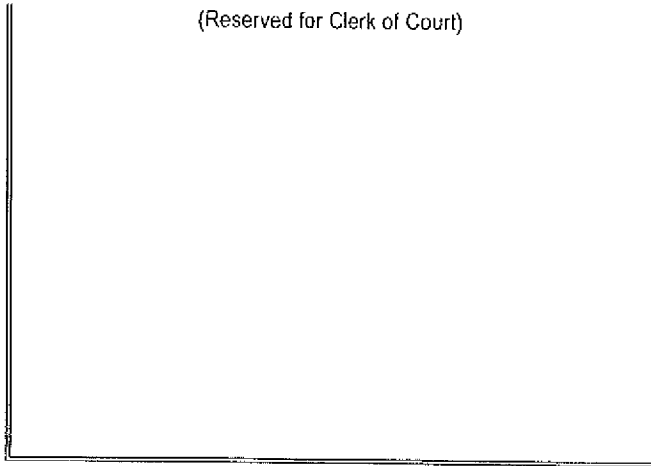


EXHIBIT "B"

**EXHIBIT "C"**

(Reserved for Clerk of Court)

This instrument prepared by, or under the supervision  
of (and after recording, return to):



**Solid Waste Facility Notification, Acknowledgment  
Waiver and Release of Proximity to Solid Waste Facility.**

The undersigned \_\_\_\_\_ ("Buyer") (and Buyer's heirs, successors and assigns),  
lessees, occupants, and residents (hereinafter jointly and severally, the "Covenanters") are hereby advised and  
hereby acknowledge, agree and covenant as follows:

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

The Covenanters agree that they do not object to the presence of the Miami-Dade County Resource  
Recovery Facility or the Ash Landfill, or their respective operations. The Covenanters agree that they waive and shall  
not raise any objection to the continued operation of the Facility. Further, the Covenanters waive and release Miami-  
Dade County from any and all liability for any past, present or future claims, and the Covenanters hereby agree not to  
file any claim or action against Miami-Dade County or the operator of the Facility, pertaining to or arising out of the  
current operations of the Facility. This waiver and release includes, but is not limited to, both non-constitutional and  
constitutional claims and actions (including, but not limited to, inverse condemnation, takings and nuisance), of any  
kind or other constitutional or non-constitutional claims of any kind or nature whatsoever. In the event that any  
paragraph or portion of this notice is determined by a court of competent jurisdiction to be invalid, illegal or  
unenforceable, it shall affect no other provision of this Notification, Acknowledgment, Waiver and Release ("Notice")  
and the remainder of this Notice shall be valid and enforceable in accordance with its terms.

Witnessed by:  
\_\_\_\_\_  
Name: \_\_\_\_\_  
\_\_\_\_\_  
Name: \_\_\_\_\_

**Buyer**  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(Corporate Seal)

STATE OF FLORIDA )

) SS:

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ by \_\_\_\_\_, [as \_\_\_\_\_ of \_\_\_\_\_, on behalf of the company]. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_

Name: \_\_\_\_\_

My Commission Expires:

Notary Public, State of \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the date first above written.

CITY:  
CITY OF DORAL, FLORIDA  
A Florida municipal corporation

ATTEST:  
Barbara Herrera  
Barbara Herrera, City Clerk

By: Joe Carollo  
Print Name: JOE CAROLLO  
Title: CITY MANAGER

WITNESSES:

Jenny LaRita  
Signature

This 18<sup>th</sup> day of December 2013

Jenny LaRita  
Print Name  
Karla Rosa  
Signature

Approved as to form and legal sufficiency  
by office of City Attorney for City of Doral,  
Florida

Karla Rosa  
Print Name

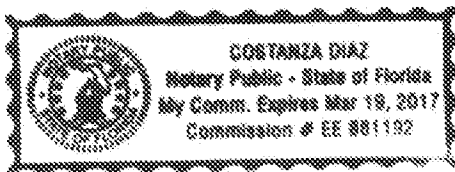
John R. Herin  
John R. Herin, City Attorney

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

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of January,  
2014 by Joe Carollo, 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 he/  
she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

Costanza Diaz  
Notary Public, State of Florida



Costanza Diaz  
Print Name

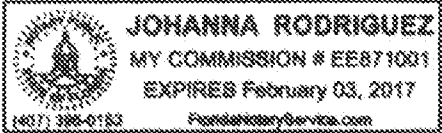
**GRAND FLORIDIAN AT DORAL,  
LLC, a Florida limited liability company**

By: [Signature]  
Attest: \_\_\_\_\_

Witness: [Signature]  
Name: Fred Sanchez  
Witness: [Signature]  
Name: Cesar Lang

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

Sworn to (or affirmed) and subscribed before me this 1<sup>st</sup> day of NOVEMBER 2013  
by WALTER C. TORRES who is personally known to me or has produced  
\_\_\_\_\_ as identification.



(SEAL)  
[Signature]  
Notary Public - State of FLORIDA  
Commissioner Number: EE871001

JCR

**EXHIBIT "A"**LEGAL DESCRIPTION:

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

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

**ORDINANCE #2013-05**

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE REZONING FROM GU (GENERAL USE) TO PUD (PLANNED UNIT DEVELOPMENT) OF  $\pm$  5 ACRES LOCATED ONE BLOCK NORTH OF THE NORTHEAST CORNER OF NORTHWEST 107 AVENUE AND NORTHWEST 66<sup>TH</sup> STREET , DORAL, FLORIDA; A MODIFICATION TO THE GRAND FLORIDIAN AT DORAL PLANNED UNIT DEVELOPMENT (PUD) DISTRICT TO INCORPORATE THE AFOREMENTIONED  $\pm$  5 ACRE PROPERTY INTO THE GRAND FLORIDIAN PLANNED UNIT DEVELOPMENT; FIRST AMENDMENT TO MASTER DEVELOPMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 26149 AT PAGE 0676 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; PROVIDING FOR RECORDATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Grand Floridian at Doral, LLC., ("Applicant") has requested approval of (1) a rezoning of 5  $\pm$  acres located one block north of the northwest corner of northwest 107<sup>th</sup> avenue and Northwest 66<sup>th</sup> Street, Doral, Florida from General Use (GU) to Planned Unit Development (PUD); (2) a modification to the Grand Floridian at Doral Planned Unit Development (PUD) to incorporate the aforementioned 5  $\pm$  acre property into the Grand Floridian Planned Unit Development Project; (3) the first amendment of the master development agreement recorded in Official Records Book 26149 at Page 0676 of the Public Records of Miami-Dade County, Florida; and

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

**WHEREAS**, on September 25<sup>th</sup>, 2013 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 residents 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 5 ± acres located one block north of the northwest corner of northwest 107<sup>th</sup> avenue and Northwest 66<sup>th</sup> Street, Doral, Florida from General Use (GU) to Planned Unit Development (PUD); and

**Section 3.** A modification to the Grand Floridian at Doral Planned Unit Development (PUD) to incorporate the aforementioned 5 ± acre property into the Grand Floridian Planned Unit Development Project; and

**Section 4.** The first amendment of the master development agreement recorded in Official Records Book 26149 at Page 0676 of the Public Records of Miami-Dade County, Florida; is hereby approved.

**Section 5.** **Effective Date.** This Ordinance shall be effective upon adoption on second reading.

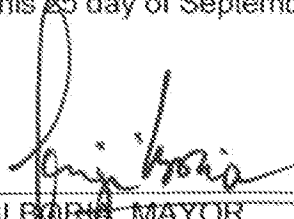


The foregoing Ordinance was offered by Councilmember Rodriguez who moved its adoption. The motion was seconded by Councilmember Ruiz and upon being put to a vote, the vote was as follows:

Mayor Luigi Boria	Recused from voting
Vice Mayor Bettina Rodriguez Aguilera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Sandra Ruiz	Yes

PASSED AND ADOPTED on first reading this 27 day of February, 2013.


PASSED AND ADOPTED on second reading this 25 day of September, 2013.

  
\_\_\_\_\_  
LUIGI BORIA, MAYOR

ATTEST:

  
\_\_\_\_\_  
BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
JOHN R. HERIN, JR., CITY ATTORNEY