

**RESOLUTION Z11-01**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA APPROVING THE SITE PLAN MODIFICATION FOR FRAGADOR PROPERTIES AT DORAL, LOCATED ON THE SOUTHWEST CORNER OF NORTHWEST 58<sup>TH</sup> STREET AND NORTHWEST 87<sup>TH</sup> AVENUE, IN THE CITY OF DORAL, MIAMI-DADE COUNTY, FLORIDA; PROVIDING FOR RECORDATION; PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, Fragador LLC, ("Applicant") has requested approval for a site plan modification for the Fraga Properties at Doral for the development of neighborhood retail/office center by replacing a bank with drive through retail; as described in Exhibit "A" attached hereto, at the property generally located at the on the Southwest corner of NW 74<sup>th</sup> Street and NW 107<sup>th</sup> Avenue, in the City of Doral, Miami-Dade County, Florida; and

**WHEREAS**, the proposed redevelopment of the property is consistent with the proposed future land use designation of the property; and

**WHEREAS**, on January 12<sup>th</sup>, 2011 the City Council, after careful review and deliberation, including a review of staff's recommendation, determined that it is in the best interests of the citizens of the City of Doral to approve the modified Site Plan, subject to conditions;

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

**Section 1.** The City Council of the City of Doral hereby approves Applicant's application for a site plan modification on the property generally

located on the Southwest corner of NW 74<sup>th</sup> Street and NW 107<sup>th</sup> Avenue, Doral, Florida; subject to the following conditions:

1. Left turn lane on 107<sup>th</sup> – approval is not contingent on left turn lane - applicant will approach county at their expense to install a northbound left-hand turn lane into the property on 107<sup>th</sup> Avenue.
2. Glare guards will be used on all parking lot lighting fixtures.
3. That all conditions outlined in the previous Covenant, attached hereto, remain in full force and effect unless herein modified.

**Section 2.** This Resolution shall be recorded in the Public Records of Miami-Dade County, Florida and the Applicant shall pay the costs of recording said document.

**Section 3.** This resolution shall become effective upon its passage and adoption by the City Council.

WHEREAS, a motion to approve the Resolution was offered by Vice Mayor DiPietro, 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
Councilmember Peter Cabrera	yes
Councilmember Luigi Boria	yes
Councilmember Micheal DiPietro	yes
Councilmember Ana Maria Rodriguez	yes

PASSED AND ADOPTED this 12<sup>th</sup> day of January, 2011.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

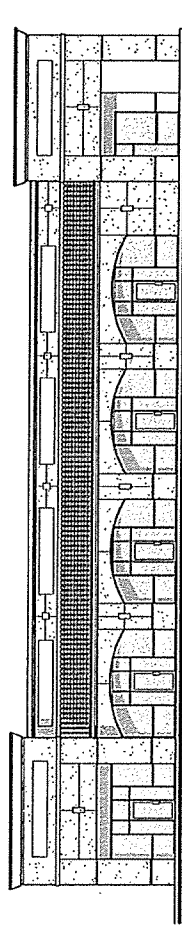
  
\_\_\_\_\_  
JIMMY L. MORALES, CITY ATTORNEY

# EXHIBIT “A”

# Fragna Properties

AT DORAL

RETAIL BUILDING PHASE 2  
 NW 14th STREET & NW 107th AVENUE  
 DORAL, FLORIDA



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- BUILDING ELEVATION
- BUILDING ELEVATIONS

## MIAMI, FLORIDA

**OWNER**  
 FRAMAOR  
 1300 SOUTH DIXIE HWY - SUIT 214  
 CORAL GABLES, FLORIDA 33146  
 PH. 505-667-8175 FAX. 505-667-1216

**ARCHITECT**  
 ONE GROUP, INC.  
 19500 NEW BARRI ROAD, SUITE 106  
 MIAMI LAKES, FLORIDA 33015  
 PH. 505-550-4124 FAX. 505-535-0814

**STRUCTURAL ENGINEER**  
 ONE GROUP, INC.  
 19500 NEW BARRI ROAD, SUITE 106  
 MIAMI LAKES, FLORIDA 33015  
 PH. 505-550-4124 FAX. 505-535-0814

**ELECTRICAL ENGINEERS**  
 MARINA & ASSOCIATES  
 111 PONCE DE LEON BLVD. - SUITE 924  
 CORAL GABLES, FLORIDA 33134  
 PH. 505-444-4300 FAX. 505-444-4646

**CIVIL ENGINEERS**  
 ONE GROUP, INC.  
 19500 NEW BARRI ROAD, SUITE 106  
 MIAMI LAKES, FLORIDA 33015  
 PH. 505-550-4124 FAX. 505-535-0814

**LANDSCAPE ARCHITECTS**  
 RICHARD BARTLETT LANDSCAPE, INC.  
 12715 N. FOREST HILL BLVD. SUITE 503  
 WILMINGTON, FLORIDA 30444  
 PH. 504-700-0495 FAX. 504-710-1104

**PROJECT INFORMATION**

**LEGAL JURISDICTION** - CITY OF DORAL, FLORIDA

**PERMISSIVE BUILDING CODE** - 2007 FLORIDA BUILDING CODE

**PERMISSIVE FIRE CODE** - 2007 FLORIDA FIRE PREVENTION CODE

**PERMISSIVE LIFE SAFETY CODE** - 2000 NFPA 101 LIFE SAFETY CODE

**SEPARATE CLASSIFICATION** - GROUP H (PERMISSIBLE)

**TITLE OF CONSTRUCTION** - TYPE XX - B

**BUILDING SQUARE FOOTAGE** - 194,174 - SQ. FT.

**NUMBER OF STORIES** - ONE STORY

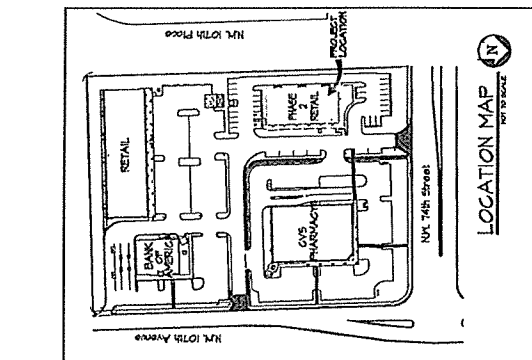
**BUILDING HEIGHT** - 25'-0" @ TOWER  
 25'-0" @ PARAPET

**FIRE SPRINKLERS** - NONE

**FIRE ALARM SYSTEMS** - NONE

**INTERIOR MATERIALS** - ALL INTERIOR WALL AND CEILING MATERIALS SHALL HAVE A FIREHazard CLASSIFICATION BY FLAME SPREAD CLASSIFICATION.

**ALL INTERIOR FLOOR FINISH MATERIALS SHALL HAVE A FIREHazard CLASSIFICATION BY FLAME SPREAD CLASSIFICATION.**



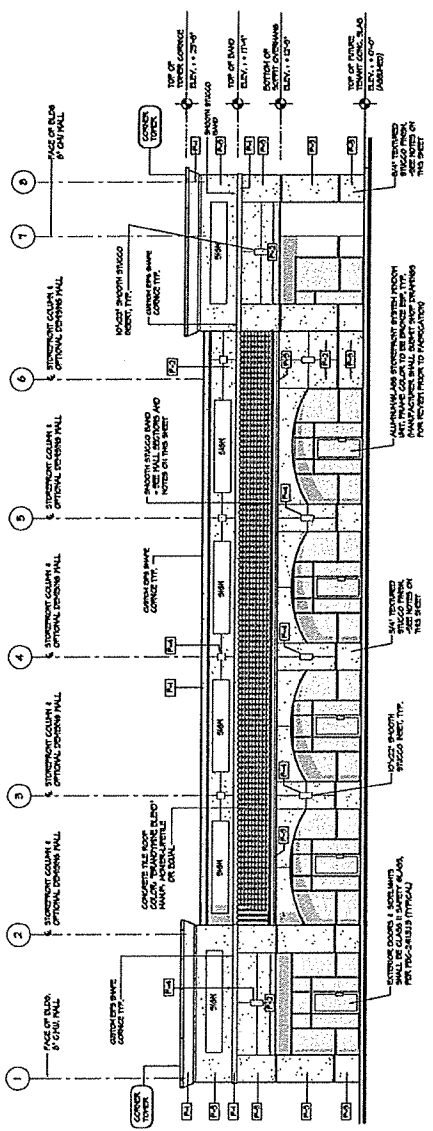
ISSUANCES:  
 1 INCH = 30.00 FT.



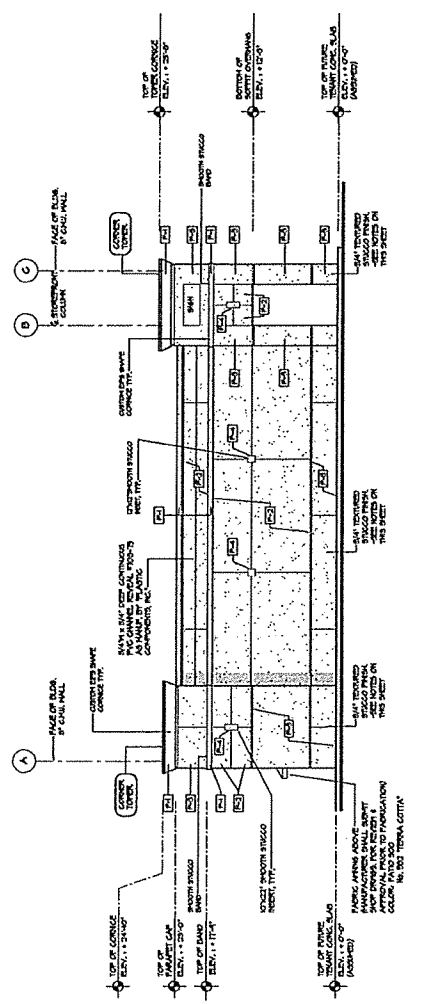








**EAST ELEVATION**  
 SCALE: 1/8" = 1'-0"



**SOUTH ELEVATION**  
 SCALE: 1/8" = 1'-0"

**PVC CHANNEL REVEAL SPECIFICATIONS**  
 (GENERAL STUCCO JOINT)

HERE IS CALLED FOR THE CONNECTION BETWEEN STUCCO JOINTS WITH ALL THE APPLICABLE REVISIONS AND NOTES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING WORK AND THE PROTECTION OF ALL UTILITIES. ALL THE FOLLOWING ITEMS ARE TO BE AS SHOWN UNLESS NOTED OTHERWISE.

1. PVC CHANNEL SHALL BE 1/2" x 1/2" x 1/2" WITH 1/4" RADIUS CORNERS.  
 2. CHANNEL SHALL BE BRUSHED STUCCO FINISH TO MATCH THE FINISH OF THE EXISTING STRUCTURE.  
 3. CHANNEL SHALL BE INSTALLED TO PROVIDE A CLEAN, FINISHED APPEARANCE TO THE JOINT.  
 4. CHANNEL SHALL BE INSTALLED TO PROVIDE A CLEAN, FINISHED APPEARANCE TO THE JOINT.  
 5. CHANNEL SHALL BE INSTALLED TO PROVIDE A CLEAN, FINISHED APPEARANCE TO THE JOINT.

**GENERAL NOTES**

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING WORK AND THE PROTECTION OF ALL UTILITIES.
- ALL THE FOLLOWING ITEMS ARE TO BE AS SHOWN UNLESS NOTED OTHERWISE.
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**EXTERIOR COLOR SCHEDULE**

01	CONCRETE SHAKE
02	CONCRETE SHAKE CONCRETE TYP.
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CFN 2007R0160389  
DR Bk 25366 Pgs 1970 - 1977; (8pgs)  
RECORDED 02/14/2007 12:44:36  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by:

Name: Juan J. Mayol, Jr., Esq.  
Address: Holland & Knight LLP  
701 Brickell Avenue  
Suite 3000  
Miami, Florida 33131



(Space Reserved for Clerk of the Court)

**DECLARATION OF RESTRICTIONS**

*WHEREAS*, the undersigned, FRAGADOR, LLC, a Florida limited liability company (the "Owner"), holds the fee simple title to that certain parcel of land, which is legally described in Exhibit "A" to this Declaration (hereinafter the "Property"); and

*WHEREAS*, the Owner has heretofore submitted an application for site plan approval (the "Application") to the City of Doral (the "City") to facilitate the development of the Property.

*NOW, THEREFORE*, in order to assure the City that the representations made by the Owner during consideration of the Application will be abided by, the Owner freely, voluntarily and without duress, makes the following Declaration of Restrictions covering and running with the Property:

1. **Use Restrictions.** Notwithstanding the approval of the Application, and subject to all applicable Code requirements, the Owner agrees to limit the use of the Property to prohibit those uses listed below:

- a) Auditoriums;
- b) Automobile storage within a building;
- c) Boats carrying passengers on excursion, sightseeing, pleasure or fishing trips;
- d) Convention halls;
- e) Medical observation dormitories;
- f) Private clubs;

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- g) Self-standing pubs and bars not associated with a restaurant; and
- h) Rental of trucks.

2. **Site Plan.** The Property shall be developed substantially in accordance with the plans previously submitted, entitled, "Fraga Properties at Doral", prepared by CKE Group, Inc., dated July 31, 2006, said plans being filed with the City of Doral Planning and Zoning Department, and by reference made a part of this Declaration, as may be amended during the public hearing on the Application (the "Plan"), except that, subject to all governmental approvals, the masonry wall along the western and southern perimeter of the site shall be six feet and eight inches (6'8") in height, and that pavers will be installed at the driveways along NW 107<sup>th</sup> Avenue and NW 74<sup>th</sup> Street.

3. **Delivery and Trash Pick-Up Hours.** No deliveries or trash pick up shall take place other than between the hours of 7:00 AM and 7:00 PM, Monday through Friday. Additionally, the overnight parking of delivery trucks on the Property shall be prohibited.

4. **Construction Hours and Activities.** The Owner shall limit construction activities to the hours of 7:00 AM to 7:00 PM, Monday through Friday, and 10:00 AM to 5:00 PM on Saturday. No construction activities shall take place on Sundays. The use of explosives shall be strictly prohibited. In the event a hurricane warning is issued for Miami-Dade County, the Owner shall promptly secure all construction materials to minimize the potential for damage from flying objects to adjacent properties.

5. **Hours of Operation.** No tenants of the building designated as "Retail" on the Plan shall be permitted to operate between the hours of 1:00 AM and 6:00 AM. Nothing stated herein shall prohibit the tenant of the building designated as "CVS Pharmacy" on the Plan from operating twenty-four (24) hours a day.

6. **Security During Construction.** The Owner shall provide adequate security (on-site) commencing ten (10) business days after final electrical inspection approval on the first building

permit for the development, and through the completion of construction, between the hours of 7:00 PM and 7:00 AM, Monday through Friday, and 24 hours during weekends and holidays.

7. **Miscellaneous.**

A. **City Inspection.** As further part of this Declaration, it is hereby understood and agreed that any official inspector of the City, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

B. **Covenant Running with the Land.** This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at the Owner's expense, in the Public Records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the undersigned Owner, its heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the public welfare.

C. **Term.** This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date that this Declaration is recorded, after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by the City and the Owner has secured the consent of the adjacent property owners as described below.

D. **Modification, Amendment, Release.** This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a

written instrument executed by the, then, owner(s) of such portion of the Property that is covered under such modification, amendment or release, including joinders of all mortgagees, if any, provided that the same is also approved by the City Council, or other procedure permitted under the City of Doral Code, whichever by law has jurisdiction over such matters.

Should this Declaration of Restrictions be so modified, amended or released, the Planning Director, or the executive officer of the successor of the Community Development Department Planning Division, or in the absence of such director or executive officer by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

**E. Enforcement.** Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this Declaration 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 attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

**F. Authorization for the City to Withhold Permits and Inspections.** In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the City is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this Declaration is complied with.

**G. Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

H. **Presumption of Compliance.** 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 Declaration.

I. **Severability.** Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect.

J. **Recording.** This Declaration shall be filed of record in the Public Records of Miami-Dade County, Florida, at the cost of the Owner, following the adoption by the City Council of a resolution approving the Application.

**[Signature Pages Follow]**

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 8<sup>th</sup> day of

February, 2007

WITNESSES:

**FRAGADOR, LLC,**  
a Florida limited liability company

*Milagros Llanes*  
Signature

Milagros Llanes  
Print Name

*Linda Tillery*  
Signature

LINDA TILLERY  
Print Name

By: *AF*  
Signature

Antonio C. Fraga / Vice-President  
Print Name/Title

Address: 1320 South Dixie Highway  
Suite 214  
Coral Gables, FL 33146

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

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of February, 2007, by Antonio C. Fraga on behalf of Fragador, LLC, a Florida limited liability company, who is personally known to me or has produced \_\_\_\_\_ as identification, and acknowledged that they did execute this instrument freely and voluntarily for the purposes stated herein.

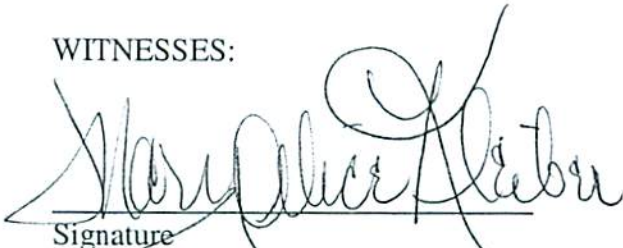
My Commission Expires:

*Milagros Llanes*  
Notary Public, State of Florida  
Milagros Llanes  
Print Name



IN WITNESS WHEREOF, we have hereunto set our hands and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

WITNESSES:

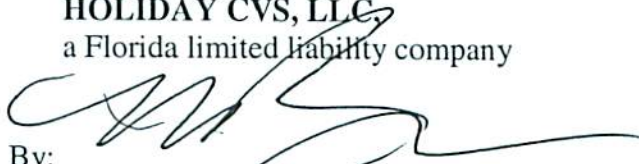
  
Signature  
Mary Alice Kleiber  
Print Name

Print Name

  
Signature

Dawn M Bucci  
Print Name

**HOLIDAY CVS, LLC**  
a Florida limited liability company

  
By: \_\_\_\_\_  
Signature

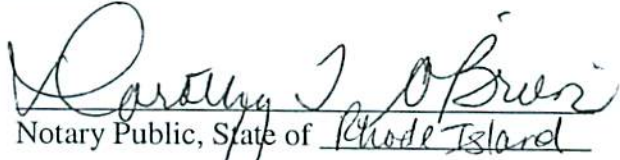
Michael B. Nulman  
Assistant Secretary  
Print Name/Title

Address: Michael B. Nulman, Esquire  
CVS Pharmacy  
One CVS Drive  
Woonsocket, RI 02895

STATE OF ~~FLORIDA~~ Rhode Island  
COUNTY OF ~~MIAMI-DADE~~ Providence ) SS.

The foregoing instrument was acknowledged before me this 7 day of February, 2006, by Michael B. Nulman on behalf of Holiday CVS, LLC, a Florida limited liability company, who is personally known to me or has produced \_\_\_\_\_ as identification, and acknowledged that they did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

  
Notary Public, State of Rhode Island

Print Name

Dorothy T. O'Brien  
Notary Public  
State of Rhode Island  
My Commission Expires 08/15/2009

JOINDER AND CONSENT BY MORTGAGEE

The undersigned, TotalBank, a Florida banking corporation, Mortgagee under that certain Mortgage from Fragador LLC, a Florida limited liability corporation, as recorded in Official Records Book 23649, Page 2533, in the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing Declaration of Restrictions, does hereby consent to the execution of this Declaration of Restrictions by Fragador, LLC, a Florida limited liability company, and agree that in the event Mortgagee or any other party shall obtain title to the property through foreclosure or deed-in-lieu of foreclosure, this Declaration of Restrictions shall be binding upon the entity obtaining title as the then owner of such property.

IN WITNESS OF THE FOREGOING, the Mortgagee has set Mortgagee's hand and seal the 9 day of FEB., 2007

WITNESSES:

TOTALBANK, a Florida banking corporation

[Signature]

By:

[Signature]

RUCHI SACHNEY  
[Print Name]

Name: JOSE MONTE

Title: SENIOR VICE PRESIDENT

[Signature]

Susana Trudden  
[Print Name]

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of February, 2007, by Jose M. Monte, as Senior Vice-President of TotalBank, a Florida banking corporation, on behalf of the corporation, who is personally known to me/has produced \_\_\_\_\_ as identification.

Printed/Typed Name:

[Signature]

Notary Public-State of Florida

Commission Number:

STATE OF FLORIDA, COUNTY OF DADE  
I HEREBY CERTIFY that this is a true and correct copy of the original filed in my office on 17th day of August, A.D. 2007  
My Witness my Seal and Official Seal  
[Signature]  
MARVEY RUMPH, CLERK of Circuit and County Courts  
By: [Signature] 2007 D.C.

