

**ORDINANCE NO. 2007-14**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE REZONING OF 11.97 ACRES LOCATED AT THE EAST SIDE OF NW 107<sup>TH</sup> AVENUE AT APPROXIMATELY NW 67<sup>TH</sup> STREET FROM GU (GENERAL USE) TO PUD (PLANNED UNIT DEVELOPMENT); AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, 102 Ave, LLC, ("Applicant"), has requested approval of a rezoning of 11.97 acres located on the located east side of NW 107<sup>th</sup> Avenue at approximately NW 67<sup>th</sup> Street from GU (General Use) to PUD (Planned Unit Development).

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

**WHEREAS**, on August 22, 2007 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 11.97 acres generally located at the east side of NW 107<sup>th</sup> Avenue at approximately NW 67<sup>th</sup> Street, Doral, Florida, from GU

(General Use) to PUD (Planned Unit Development) is hereby approved. The City also expressly accepts the following restrictions proffered by the applicant;

1. The Master Development Agreement ("Exhibit "A") proffered to the City Council is incorporated herein;
2. The applicant shall provide adequate security (on site) during the entire time of construction between the hours of 7:00 pm and 7:00 am; Monday through Friday, and 24 hours during weekends and holidays.
3. The applicant shall provide ample screening of all external mechanical equipment, pursuant to the City's Land Development Code.
4. The applicant shall provide daily road cleaning from construction related debris during construction.
5. That ancillary uses will be no greater than 20,000 square feet in floor area.

**Section 3.** This ordinance shall be recorded in the public records of Miami-Dade County Florida with the applicant to pay the cost thereof

**Section 4.** This ordinance shall not become effective unless and until the City's CDMP receives final approval from the Department of Community Affairs and becomes effective.

WHEREAS, a motion to approve the Ordinance was offered by Vice Mayor Cabrera who moved its adoption. The motion was seconded by Councilman DiPietro and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Peter Cabrera	Yes
Councilmember Michael DiPietro	Yes
Councilwoman Sandra Ruiz	Yes
Councilmember Robert Van Name	Yes

PASSED AND ADOPTED on FIRST READING this 27<sup>th</sup> day of June, 2007.

PASSED AND ADOPTED on SECOND READING this 22<sup>nd</sup> day of August, 2007.

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

ATTEST:

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

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

  
\_\_\_\_\_  
JOHN J. HEARN, CITY ATTORNEY

**GRAND FLORIDIAN ESTATES**  
**MASTER DEVELOPMENT AGREEMENT**

The City of Doral, A Florida municipal corporation (the “City”), and 102 Ave., LLC (the “Developer”), hereby covenant and agree, and bind their successors and assigns as follows:

**1. OWNERSHIP OF PROPERTY**

This Planned Unit Development, commonly know as “Grand Floridian Estates”, involves approximately 11.97 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 Number 2006-05 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 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 the Grand Floridian Estates plan prepared by Pascual Perez and Associates, dated 05/14/07, and consisting of 12 pages, which is attached hereto as Exhibit "B", 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, 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 difference 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 configurations 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.

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 – 121,980 square feet.

The Grand Floridian Estates PUD shall maintain a minimum of 20% common open space on the Property.

F. Maximum Building Height.

The maximum building height for the residential development shall not exceed three (3) stories. 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 – 20 feet; rear – 20 Feet; side – 5 feet; and interior side 5 feet. In ground swimming pools will be permitted with a minimum 5 foot setback from the property line. Accessory structures shall be setback a minimum of three (3) feet 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. Connectivity

The Grand Floridian Estates PUD may, at some future date, determine that there is a need for connectivity to abutting properties. Accordingly, the Developer agrees that the Plan may be modified, subject to approval from the City of Doral, in the event that the need should arise.

J. 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.

K. Mailboxes

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 street lightings within the PUD. The general scope and format of POA documents, and the covenants and restrictions, 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, operation 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 of 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 virtual purchasing the building sites subject to the rules, covenants, and restrictions of POA. The POA will have the power 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 stormwater drainage facility, the city shall the right to enter upon the common area of the Property and to provide the maintenance, repair or replacement of the stormwater drainage facility and 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 other wise 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 covenant and restriction or make changes in the Association bylaws as maybe required

to guarantee that the project will be developed in accordance with the policies outlined in this Agreement.

## **7. ROAD, AND SIDEWALKS**

Road, drives, bike paths, fitness trails, and sidewalks within the PUD shall be dedicated to use by the public. Access to the site shall be provided from Northwest 107<sup>th</sup>, 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 dedicate additional right-of-way for NW 107<sup>th</sup> Avenue within thirty (30) days of the zoning approval and after the expiration of all applicable appeal periods, no appeal having been filed. The Developer shall be granted an additional thirty (30) days in order to provide the required dedication, if requested by the Developer's mortgage.

Dedication of NW 107<sup>th</sup> Avenue, and sharing of construction costs. Owner agrees to provide a "Temporary Construction Easement" of five (5) feet adjacent to the right-of-way dedication. Owner agrees within thirty (30) days of the recordation of its 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 rate 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 sue Impact Fee 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 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, ACKNOWLEDGMENT, 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, acknowledgment, 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 in the form attached as Exhibit "B" to this Declaration.

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 any such contract. The Developer shall record every executed Notice in the Public Records of Miami-Dade County. 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 a final plat for the Property, the Developer shall record an instrument in the Public Records of Miami-Dade County, which instrument shall run with the title to the Property and be binding on the Developer, its successors and assigns, and shall be in the form attached as Exhibit "B" to this Declaration.

#### **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. Development of the Grand Floridian Estates PUD shall commence with two (2) years from the date of execution of this Agreement and maybe completed within fifteen (15) years from the date of execution. Failure to comply with the scheduled set out above shall cause this Agreement to lapse unless the schedule is modified by mutual agreement of the Developer and the City.

#### **15. EFFECTIVE DATE**

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

[EXECUTION PAGE(S) TO FOLLOW]

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

CITY OF DORAL, FLORIDA, a municipal corporation

102 AVE, LLC, a Florida limited Liability Company

By: [Signature]  
Juan Carlos Bermudez, Mayor

By: [Signature]  
Jesus Fernandez, MANAGING MEMBER

Attest: [Signature]

Approved as to legal sufficiency:  
[Signature]  
John Hearn, City Attorney

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

Sworn to (or affirmed) and subscribed before this 7<sup>th</sup> day of November 2007, by Jesus Fernandez, who is personally known to me or has produced FL. Driver license as Identification.



(SEAL)  
[Signature]  
[Signature]  
Notary Public – State of Florida  
Commissioner Number: DD0553646

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*[Faint handwritten text]*

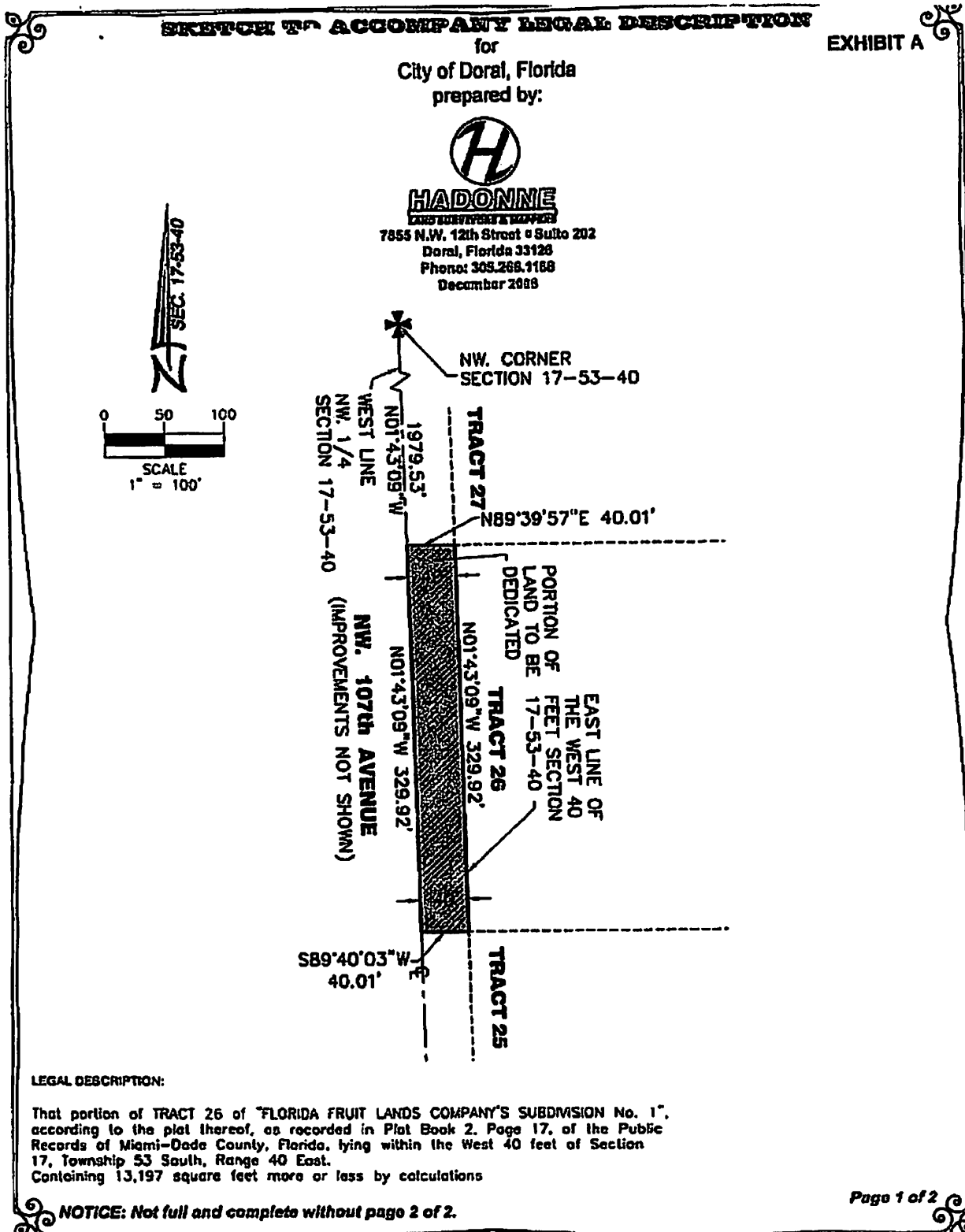
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BARBARA HERRERA  
Comm# DD833616  
Expires 01/2010  
Fonds Money Assn. Inc.



EXHIBIT A

Legal Description:



**SKETCH TO ACCOMPANY LEGAL DESCRIPTION**

for  
City of Doral, Florida

**EXHIBIT A**

**SOURCES OF DATA:**

The Legal Description of the Subject Property was generated from Section 17, Township 53 South, Range 40 East, in Miami-Dade County. In addition, the following sources of data were used to the extent required to complete this document in a defensible matter, that is to say:

Sketch provided by the client showing the approximate portion of Land subject to Right-of-way Adquisition.

Bearings as shown hereon are based upon the Westerly Line of NW. 1/4, Section 17, Township 53 South, Range 40 East, with a bearing of N01°43'09"W.

**EASEMENTS AND ENCUMBRANCES:**

No information was provided as to the existence of any easements other than what appears on the underlying Plat of record. Please refer to the Limitations portion with respect to possible restrictions of record and utility services.

**LIMITATIONS:**

Since no other information other than what is cited in the Sources of Data were furnished, the Client is hereby advised that there may legal restrictions on the subject property that are not shown on the Sketch or contained within this Report that may be found in the Public Records of Miami-Dade County, Florida or any other public and private entities as their jurisdictions may appear.

This document does not represent a field boundary survey of the described property, or any part or parcel thereof.

**INTENDED USE/EXPRESS PURPOSES:**

It is understood by the Surveyor that the intended use of this document is to dedicate a Parcel of Land for Right of Way adquisition.

**SURVEYOR'S CERTIFICATE:**

I hereby certify to City of Doral: That this "Sketch to Accompany Legal Description," was prepared under my direction and is true and correct to the best of my knowledge and belief and further, that said Sketch meets the intent of the "Minimum Technical Standards for Land Surveying in the State of Florida", pursuant to Rule 61G17-6 of the Florida Administrative Code and its Implementing Rule, Chapter 472.027 of the Florida Statutes.

By:  Date: 1/2/07

Abraham Haded, P.S.M.  
Professional Surveyor and Mapper LS6006  
HADONNE CORP.

Land Surveyors and Mappers  
Certificate of Authorization LB7097  
7855 N.W. 12th Street, Suite 202  
Doral, Florida 33126  
305.266.1188 phone  
305.207.6845 fax

NOTICE: Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Each Sheet as incorporated therein shall not be considered full, valid and complete unless attached to the others. This Notice is required by Rule 61G17-6 of the Florida Administrative Code.

NOTICE: Not full and complete without page 1 of 2.

Page 2 of 2



**SKETCH TO ACCOMPANY LEGAL DESCRIPTION**

**EXHIBIT A**

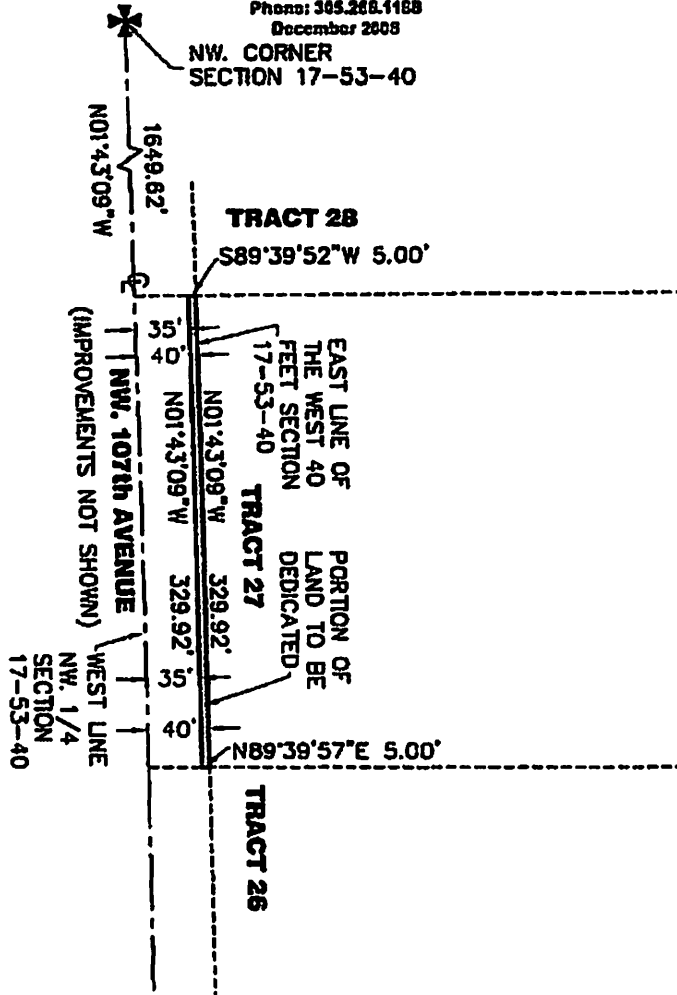
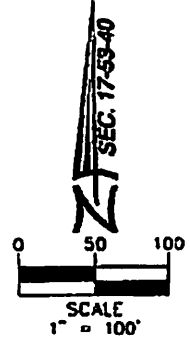
for  
City of Doral, Florida  
prepared by:



**HADONNE**

LAND SURVEYORS & MAPPERS

7855 N.W. 12th Street • Suite 202  
Doral, Florida 33126  
Phone: 305.268.1188  
December 2008



**LEGAL DESCRIPTION:**

That portion of TRACT 27 of "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No. 1", according to the plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, lying within the East 5 feet of the West 40 feet of Section 17, Township 53 South, Range 40 East. Containing 1,850 square feet more or less by calculations.

**NOTICE: Not full and complete without page 2 of 2.**

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION**

for  
City of Doral, Florida

**EXHIBIT A**

**SOURCES OF DATA:**

The Legal Description of the Subject Property was generated from Section 17, Township 53 South, Range 40 East, in Miami-Dade County. In addition, the following sources of data were used to the extent required to complete this document in a defensible matter, that is to say:

Sketch provided by the client showing the approximate portion of Land subject to Right-of-way Adquisition.

Bearings as shown hereon are based upon the Westerly Line of NW. 1/4, Section 17, Township 53 South, Range 40 East, with a bearing of N01°43'09"W.

**EASEMENTS AND ENCUMBRANCES:**

No information was provided as to the existence of any easements other than what appears on the underlying Plot of record. Please refer to the Limitations portion with respect to possible restrictions of record and utility services.

**LIMITATIONS:**

Since no other information other than what is cited in the Sources of Data were furnished, the Client is hereby advised that there may legal restrictions on the subject property that are not shown on the Sketch or contained within this Report that may be found in the Public Records of Miami-Dade County, Florida or any other public and private entities as their jurisdictions may appear.

This document does not represent a field boundary survey of the described property, or any part or parcel thereof.

**INTENDED USE/EXPRESS PURPOSES:**

It is understood by the Surveyor that the intended use of this document is to dedicate a Parcel of Land for Right of Way adquisition.

**SURVEYOR'S CERTIFICATE:**

I hereby certify to City of Doral: That this "Sketch to Accompany Legal Description," was prepared under my direction and is true and correct to the best of my knowledge and belief and further, that said Sketch meets the intent of the "Minimum Technical Standards for Land Surveying in the State of Florida", pursuant to Rule 61G17-6 of the Florida Administrative Code and its implementing Rule, Chapter 472.027 of the Florida Statutes.

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

Abraham Nadad, P.S.M.  
Professional Surveyor and Mapper LS6008  
HADONNE CORP.  
Land Surveyors and Mappers.  
Certificate of Authorization LB7097  
7855 N.W. 12th Street, Suite 202  
Doral, Florida 33126  
305.266.1188 phone  
305.207.6845 fax

Date: \_\_\_\_\_

1/8/07

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NOTICE: Not full and complete without page 1 of 2.

Page 2 of 2

## **EXHIBIT B**

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

The purchasers (their heirs, successors, assigns), lessees, occupants and residents (hereinafter jointly and severally, the "Covenantors") 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, 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 Covenantors agree that they do not object to the presence of the Resource Recovery Facility or the Ash Landfill, or their respective operations. The Covenantors agree that they waive and shall not raise any objection to the continued operation of the Facility. Further, the Covenantors waive and release Miami-Dade County from any and all liability for any past, present or future claims, and 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.