

**ORDINANCE No. 2015-11**

**AN ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING / DENYING THE REZONING FROM INDUSTRIAL COMMERCIAL (“IC”) TO DOWNTOWN MIXED USE DISTRICT (“DMU”) OF 11.23± ACRES FOR THE PROPERTY GENERALLY LOCATED AT 7905 NW 36<sup>TH</sup> STREET AND 3900 NW 79 AVENUE, CITY OF DORAL, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, CNL Commercial Real Estate, Inc. (“Applicant”) has requested approval of a rezoning of 11.23+/- acres of property generally located at 7905 NW 36<sup>th</sup> Street and 3900 NW 79 Avenue, Doral, Florida, as legally described in “Exhibit A” from Industrial Commercial (IC) to Downtown Mixed Use District (DMU), as depicted in “Exhibit B”; and

**WHEREAS**, the proposed rezoning is compatible with the development pattern emerging along this portion of N.W. 36<sup>th</sup> Street from N.W. 79<sup>th</sup> Avenue and N.W. 87<sup>th</sup> Avenue; and

**WHEREAS**, the City Council has been designated as the Local Planning Agency ("LPA") for the City pursuant to Section 163.3174, Florida Statutes, and has held a duly advertised public hearing and found that the rezoning is inconsistent/consistent with the City's Comprehensive Plan and Land Development Code; and

**WHEREAS**, on February 28<sup>th</sup> 2015, 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 rezoning is inconsistent/consistent with the Comprehensive Plan and is/is not in the best interest of the residents of Doral; and

**WHEREAS**, after careful review and deliberation, staff has determined that this application has not complied/complied with the City's Comprehensive Plan and is inconsistent/consistent with the City's Comprehensive Plan.

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

**Section 1.** The above recitals are true, correct, and incorporated herein by this Ordinance upon adoption hereof.

**Section 2.** The rezoning of 11.23+/- acres for the property generally located at 7905 NW 36<sup>th</sup> Street and 3900 NW 79 Avenue, Doral, Florida, as legally described in “Exhibit A” from Industrial Commercial (IC) to Downtown Mixed Use District (DMU) is hereby denied/approved. A copy of the Master Development Agreement is provided in “Exhibit C”.

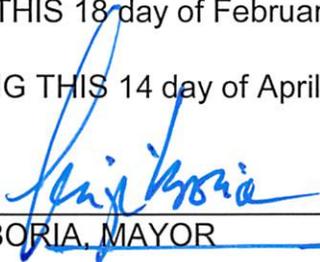
**Section 3.** This Ordinance shall be effective upon adoption and upon final non-appealable orders approving Ordinance No 2015- 06 (Comprehensive Plan Text Amendment) and Ordinance No. 2015- 07 (Text Amendment to Sec. 68-557 of the Land Development Code), if these Ordinances are not ultimately approved this ordinance shall be void ab initio.

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

Mayor Luigi Boria	Yes
Vice Mayor Sandra Ruiz	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED on FIRST READING THIS 18 day of February 2015.

PASSED AND ADOPTED on SECOND READING THIS 14 day of April 2015.

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

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, CITY CLERK

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

  
\_\_\_\_\_  
WEISS SEROTA HELFMAN COLE AND BIERMAN, PL  
CITY ATTORNEY

# EXHIBIT “A”

EXHIBIT "A"

LEGAL DESCRIPTION

The East half of Tracts 15 and 16 in Section 27, Township 53 South, Range 40 East, according to FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, as recorded in Plat Book 2, Page 17, Public Records of Miami-Dade County, Florida, LESS the East 33 feet thereof, AND LESS: a portion of the East ½ of Tract 15 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1 of Section 27, Township 53 South, Range 40 East, Miami-Dade County, Florida, according to the plat thereof as recorded in Plat Book 2, Page 17, Public Records of Miami-Dade County, Florida, more particularly described as follows: COMMENCE at the point of Intersection of the Westerly extension of the South line of said Tract 15 with the West line of the NE ¼ of said Section 27; thence run South 89 degrees 38 minutes 43 seconds East along the South line of said Tract 15 and its Westerly extension, for a distance of 739.95 feet to the point of intersection with the Northeasterly right of way line of N.W. 41 Street, as shown on the Dade County Right of Way Map recorded in Road Plat Book 81, Page 24, Public Records of Miami-Dade County, Florida; thence run North 74 degrees 05 minutes 08 seconds West along said Northeasterly right of way of N.W. 41 Street, for a distance of 40.95 feet to the point of curvature of a circular curve to the left; thence run Northwesterly along the arc of said circular curve to the left, and the said Northeasterly right of way line of N.W. 41 Street, having a radius of 1200.92 feet, through a central angle of 01 degree 55 minutes 12 seconds for an arc distance of 40.24 feet to the point of intersection with the West line of the East 1/2 of said Tract 15; thence run South 01 degree 23 minutes 19 seconds East along the West line of the East 1/2 of said Tract 15, for a distance of 21.14 feet to the Southwest corner of the East 1/2 of said Tract 15; thence run South 89 degrees 38 minutes 43 seconds East, along the South line of said Tract 15, for a distance of 77.75 feet to the Point of Beginning.

TOGETHER WITH

A portion of Tract 14 of FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. ONE, in Section 27, Township 53 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

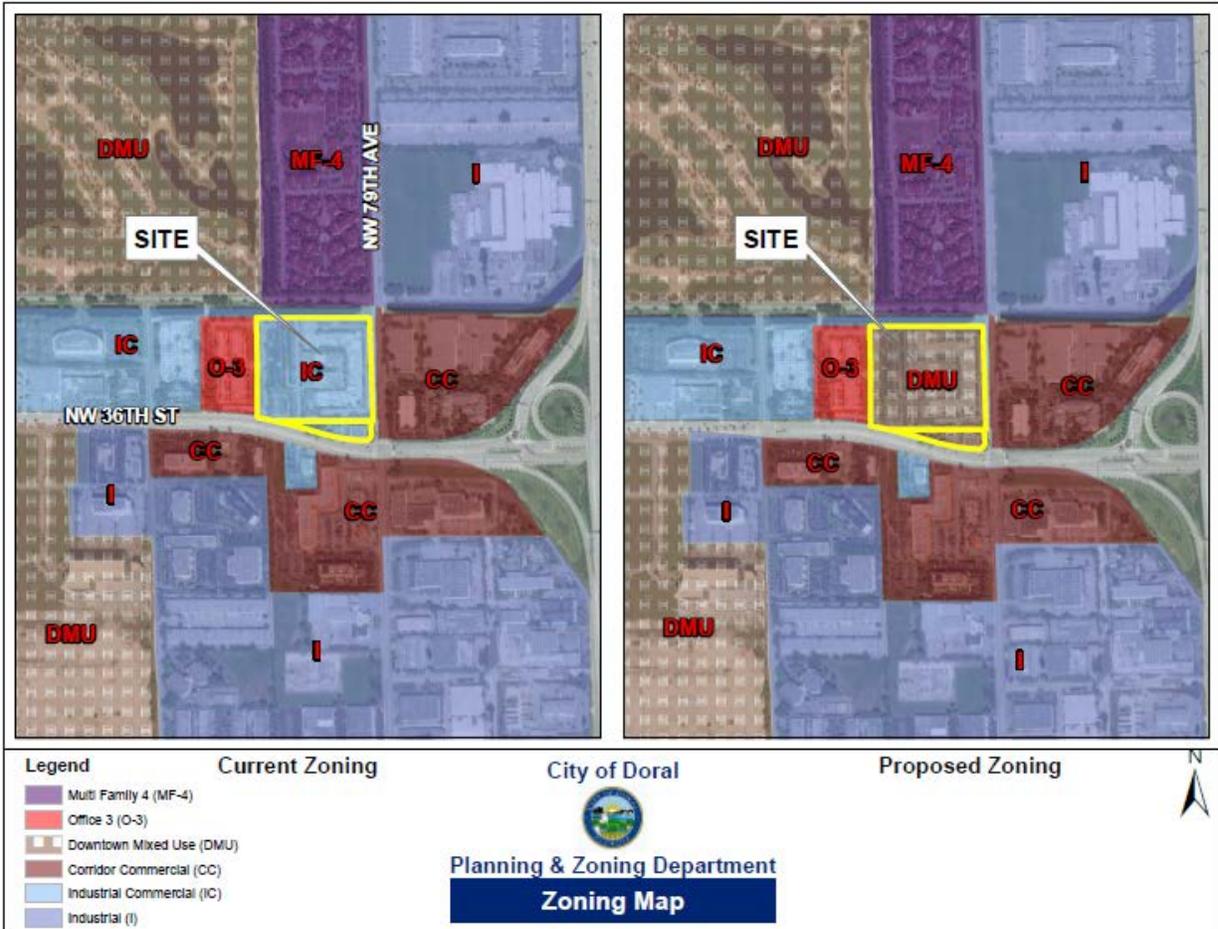
Commence at the Northwest corner of the Northeast ¼ of the Northeast ¼ of Section 27, Township 53 South, Range 40 East; thence run South 0° 03' 38" West along the West line of the Northeast ¼ of the Northeast ¼ of said Section 27 for a distance of 658.52 feet to a point; thence run North 88° 11' 25" West for a distance of 33.02 feet to a Point of Beginning; thence continue North 88° 11' 25" West along the North line of Tract 14, for a distance of 550.66 feet to a point of intersection with the Northeasterly right-of-way of N.W. 36 Street Extension, as recorded in Plat Book 81, Page 24, of the Public Records of Miami-Dade County, Florida; thence run South 72° 37' 48" East along the Northeasterly right-of-way of said N.W. 36 Street Extension, for a distance of 293.30 feet to a point of curvature of a circular curve to the left, having a radius of 1,090.92 feet; thence run Southeasterly along the Northeasterly right-of-way of said N.W. 36 Street Extension and along the arc of said curve to the left through a central angle of 14° 27' 43" for an arc distance of 275.37 feet to a point of intersection with a line that is 33.00 feet West of and parallel with the West line of the Northeast ¼ of the Northeast ¼ of said Section 27; thence run 0° 03' 38" East along a line

33.00 feet West of and parallel with the West line of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 27, for a distance of 118.52 feet to the Point of Beginning.

Less and except the East 2.00 feet thereof, for Road Right of Way (per O.R. Book 11051, Page 956, and O.R. Book 11014, Page 1512, of the Public Records of Miami-Dade County, Florida) and subject to an easement over the West 160 feet of the East  $\frac{1}{2}$  of said Tract 14, for Florida Power and Light Company.

# EXHIBIT “B”

# “Exhibit B”



This Instrument was Prepared by:

Draft 4/6/15

Tracy R. Slavens, Esq.  
Holland & Knight LLP  
701 Brickell Avenue, Suite 3300  
Miami, Florida 33131

## MASTER DEVELOPMENT AGREEMENT DORAL ATRIUM

THIS DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by ATRIUM OFFICE PARK, LLC, a Florida limited liability company, with an address of \_\_\_\_\_ ("Atrium Owner") and DORAL ENTRANCE, LLC, a Florida limited liability company, with an address of \_\_\_\_\_ ("Doral Owner") (Atrium Owner and Doral Owner are collectively referred to as "**Developers**"), and the City of Doral, Florida, a Florida municipal corporation (the "City").

### WITNESSETH:

WHEREAS, Atrium Owner and Doral Owner are the owners 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"); and

WHEREAS, the Property is currently designated "Downtown Mixed Use and Urban Central Business District" on the Comprehensive Plan (as herein defined) and zoned Downtown Mixed Use pursuant to the Land Development Regulations (as herein defined); and

WHEREAS, the Developers and the City mutually desire that the Property be developed as a mixed-use project with up to 350 residential units and (i) 290,000 square feet of commercial (retail/restaurant/office) use; or (ii) 150 hotel rooms and 215,000 square feet of office and ancillary (restaurant/bank) uses; or (iii) an equivalent combination of uses as further described in Sub-Paragraph 6.a.i. of this Agreement and as permitted by the Comprehensive Plan and the Land Development Regulations (the "Project"); and

WHEREAS, the Developers 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 5 of the City's Land Development Regulations.

NOW, THEREFORE, in consideration of the conditions, covenants, and mutual promises hereinafter set forth, the Developers 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. "Developers" means the person(s) 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 Developers pursuant to sale or ground lease for the purpose of the development and resale or sublease and (b) is specifically assigned rights as Developers hereunder by the Developers pursuant to an express written assignment. Upon execution and recording of such assignment, the assignee will be deemed one of the Developers hereunder to the extent set forth in such assignment.
- b. "Comprehensive Plan" means the City of Doral Comprehensive Development Master Plan meeting the requirements of Chapter 163, F.S.
- c. "Conceptual Master Plan" is that master development plan contained within the Pattern Book, entitled "PATTERN BOOK Atrium at Doral," prepared by RLC Architects, dated \_\_\_\_\_, as amended, and dated and approved by the City pursuant to Ordinance No. 2015-11 on April 14, 2015, which regulates the nature of the streets and blocks and establishes the lots and building sites within the Property and, along with the Architectural Design and Development Criteria, govern the review of all detailed development Site Plans for the Project.
- d. "Development" means the carrying out of any building activity and/or the making of any material change in the use or appearance of any structure and/or land.
- e. "Development Permit" includes any building permit (including a demolition or foundation 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.
- f. "Effective Date" is the date of recording of this Agreement in the Public Records of Miami-Dade County, Florida.
- g. "Entire Term" is the total term of this Agreement.
- h. "Governing Body" means the board of county commissioners of a county, the commission or council of an incorporated municipality, or any other chief governing body of a unit of local government.
- i. "Impact Fee Credit" means the present value of past, present or future provisions made by new developments for the cost of existing or future capital improvements, infrastructure or dedications, including but not limited to

contributions-in-lieu-of-fees as such are defined in the Miami Dade County Code or the City of Doral Code, if applicable.

- j. "Land" means the earth, water, and air, above, below, or on the surface and includes any 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, the 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. "Off-Site Improvement" or "Off-Site Improvements" means any roadway improvement located outside of the boundaries of a parcel proposed for development or platted subdivision parcel excluding those improvements required to be dedicated or improved pursuant to the subdivision or zoning regulations. This definition also includes roadway improvements, including right-of-way dedication, which are located beyond those zoned right-of-way limits.
- n. "Pattern Book" is the development manual entitled "PATTERN BOOK Atrium at Doral," prepared by RLC Architects, dated \_\_\_\_\_ that establishes the architectural guidelines and criteria for the Project, including 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.
- o. "Project" means the development approved pursuant to the Project Approval.
- p. "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.
- q. "Site Plan" is comprised of a scaled and dimensioned site plan (with landscaping), elevation, and typical floor plans submitted for review and approval for consistency with the Project Approval as may be contemplated by Chapter 68, Article V, Division 5 and other applicable provisions of the City of Doral Land Development Regulations.
- r. "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 Developers 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 5 of the Land Development Regulations. The Developers acknowledge and agree 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, force majeure event, litigation or challenges that materially limit the ability of the Developers to continue the development of the Project.

5. Permitted Development Uses, Project Phasing, and Building Intensities.

a. Permitted Development Uses. Concurrently with the adoption and acceptance of this Agreement, the Developers have proffered and the City has accepted and adopted the Pattern Book, including Conceptual Master Plans, 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 Comprehensive Plan and that the Project Approval accords 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 Comprehensive Plan, and the Land Development Regulations.

b. Project Phasing. The Project is contemplated to be developed in two (2) phases. The first phase of Development will consist of up to 350 residential units to be built on the north portion of the Property as depicted in the Conceptual Master Plan ("Phase I"). The second phase of Development will consist of (i) 290,000 square feet of commercial (retail/restaurant/office) use; or (ii) 150 hotel rooms and 215,000 square feet of office and ancillary (restaurant/bank) uses; or (iii) an equivalent combination of uses, as defined in Sub-Paragraph 6.a.i., to be built on the south portion of the Property as depicted in the Conceptual Master Plan ("Phase II"). Nothing herein shall prohibit Phase II from being constructed before the construction of Phase I.

c. Density, Building Heights, Off-Street Parking, Landscaping, Signage, Setbacks and Intensities. The maximum density, heights, setbacks, off-street parking, signage,

and intensities for any development on the Property shall be regulated by the Project Approval and, where the Project Approval is silent, the Land Development Regulations, and the applicable provisions and designations in the Comprehensive Plan in effect at the time of site plan approval.

6. Project Approval.

a. The Project Approval, which is documented by and includes the Pattern Book, this Master Development Agreement and adopting ordinances, authorizes the development of a Project that currently contemplates a development program as specifically described in the Pattern Book. This development program consists of: up to 350 residential units and (i) 290,000 square feet of commercial (retail/restaurant/office) use; or (ii) 150 hotel rooms and 215,000 square feet of office and ancillary (restaurant/bank) uses; or (iii) an equivalent combination of uses as defined in Sub-Paragraph i. below (the "Development Program"). The development of the Property in conformity with this Development Program, as provided in the Pattern Book, is referred to herein as the "Project."

i. Land Use Exchange Matrix. The Development Program for the Project reflects a mixed-use development including existing office and retail uses, proposed office, retail/commercial space, hotel, and residential uses. Project development shall be limited to those land uses and uses accessory and ancillary thereto. The initial adopted Development Program for the Project contains up to 350 residential units and (i) 290,000 square feet of commercial (retail/restaurant/office) use; or (ii) 150 hotel rooms and 215,000 square feet of office and ancillary (restaurant/bank) uses; or (iii) an equivalent combination of uses ("Initial Adopted Development Program"). The total impact of all development in the Project based on the Initial Adopted Development Program is projected to generate 681 gross am peak hour trips and 1,580 gross pm peak hour trips, using the rates contained in the latest published edition of the ITE Trip Generation Manual (see representative trip generation rates provided in attached Exhibit "B"; "Representative Trip Rates"). The actual development program and combination of uses may vary from the Initial Adopted Development Program (the "Actual Development Program") provided that the Actual Development Program for the Project shall not generate more than 681 gross am peak hour trips or 1,580 gross pm peak hour trips (the "Trip Cap"). Subsequent development orders and development permits, including site plan approvals, may not authorize development of the Project in excess of the Trip Cap. A trip generation analysis using the Representative Trip Rates shall be prepared at the time of site plan approval or tentative plat to calculate the total number of gross external pm peak hour trips for that portion or stage of the Project and the cumulative gross external trip generation for the mixed use Project built to date in order to confirm that the Trip Cap will not be exceeded.

- ii. **Redevelopment of Existing Buildings.** It is expressly understood that the existing development, structures and infrastructure within the Property may remain in their current configuration, in whole or in part, in perpetuity. At such time in the future that the Developers seek to modify, demolish, or redevelop/replace, in whole or in part, any portion in a manner, that portion of the Property shall be developed in any manner that is consistent with the Project Approvals. The City shall acknowledge the existence of and account for the removal of any existing building upon its demolition when calculating impact or permit fees for future development of the Project.
  
- iii. **Residential Unit Type Mix.** The Developers reserve the ability to modify the mix of the residential unit types to convert the mix of unit types between multi-family units, townhome units, and single-family units so long as said modification does not result in an overall increase of residential density for the Project or the Trip Cap. Any reduction of residential density of the Project resulting from the modification of the residential unit type mix shall be deemed consistent with the Project Approval, the Land Development Regulations, and the applicable provisions and designations in the Comprehensive Plan.

b. 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 for individual building sites shall be designed to generally conform to the Project Approval and the applicable provisions of the Land Development Regulations and Comprehensive Plan.

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 Land Development Regulations, as may be amended from time to time. Minor modifications to building placement, building style, and lot configuration may be approved administratively by the Director, or the executive officer of the successor of such Department as provided in Section 68-474 of the Land Development Regulations.

d. In the event that the Director does not approve the Site Plan, the Director shall render his or her decision by notifying the Developers (or their assigns as to such portion of the Property) in writing by certified mail, overnight express delivery, or hand delivery. The Developers have the right to appeal the administrative decision directly to the City Council for the City Council to determine whether the Director erred in his or her decision to deny the approval of the Site Plan based on the Site Plan's conformance with this Agreement, the Project Approval, and the applicable provisions of the Land Development Regulations and

Comprehensive Plan. The City agrees to process any appeal to the City Council on an expedited basis and, in the absence of a force majeure event, agrees to hear and decide on any appeal within a reasonable period of time after receipt of a letter from the Developers requesting such hearing addressed to the City Clerk and the Director that appeals the decision of the Director to the City Council.

7. Maintenance of Common Areas. The common areas of the Property shall be maintained in a manner consistent with Section 74-669 of the Land Development Regulations. The common areas of the Property shall be maintained by the property owner of each neighborhood, a property owners' and/or homeowners' association or multiple associations, community development district(s) ("CDD"), series of reciprocal easement agreements ("REAs"), or a combination thereof. The entity or entities responsible for such maintenance shall be determined by the Developers at their discretion, upon receiving input from the Director. Substantial amendments to the organizational structure and the maintenance provisions of the property owners' and/or homeowners' association, CDD or REA documents shall require and be provided for review by the City Planning and Zoning Department Director or his/her designee to ensure that the association maintains the assessment and lien rights to ensure that the Property is properly maintained.

8. Security During Construction. During the construction of each phase of the Project, Developers shall provide security in accordance with sections 5-24 through 5-28 of the City of Doral Code for those certain phases under construction, from 7:00pm to 7:00am, Monday through Friday, and 24 hours per day on weekends and holidays.

9. Public Services and Facilities: Concurrency. It has been determined that as of the date of the Project Approvals, pursuant to Chapter 59 of the Land Development Regulations, the Project has been found to satisfy the concurrency requirements of the City 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 Land Development Regulations.

10. Transportation Improvements. The following transportation-related improvements (see Exhibit "C" for general locations) shall be performed by the Developers, subject to the approval of all governmental agencies with jurisdiction over same:

a. Culvert or Bridge Crossing at Dressel's Dairy Canal. In connection with the Development of Phase I of the Project, the Developers shall design and construct or cause the construction of a bridge or culvert over the Dressel's Dairy Canal to provide a direct connection between the Property and NW 41 Street. The location and configuration of the bridge shall be subject to review and approval by Miami-Dade County Department of Regulatory and Economic Resources Division of Environmental Resources Management, City of Doral Public Works Department, and Miami-Dade County Public Works and Waste Management Department Traffic Division.

b. Pedestrian Controls at NW 41 Street at NW 79 Avenue. Prior to the final certificate of use/occupancy for the Phase 1, the Developers shall modify the existing traffic signal at the intersection of NW 41 Street and NW 79 Avenue to include

pedestrian signal controls, subject to Miami Dade County Public Works and Solid Waste Management Department approval. It is expressly acknowledged by the parties that this modification to the traffic signal constitutes an Off-Site Improvement that is voluntary and not required to satisfy concurrency or subdivision requirements for the Project. The costs paid by the Developers for the installation of said improvements shall be considered a contribution over and above impact fees and may be applied against the applicable roadway impact fees for Off-Site Improvements pursuant to the Land Development Regulations and Chapter 33-E of the Miami-Dade County Code. The City agrees to support the Developers' application for an impact fee contribution in lieu of fee determination by the City and Miami-Dade County.

c. Southbound Right Turn Lane on NW 79 Avenue at NW 39 Street. In connection with the Development of Phase II of the Project, the Developers shall design and construct or cause the construction of an exclusive southbound right turn lane on NW 79 Avenue at NW 39 Street to accommodate traffic entering the Property. The location of said right turn lane shall be approximately +/-425 feet north of NW 36 Street and +/-450 feet south of NW 41 Street. The location and configuration of this improvement shall be subject to review and approval by City of Doral Public Works Department.

d. Westbound Right Turn Lane on NW 36 Street West of NW 79 Avenue. In connection with the Development of Phase II of the Project, the Developers shall design and construct or cause the construction of an exclusive westbound right turn lane on NW 36 Street west of NW 79 Avenue to accommodate traffic entering the Property. The location of said right turn lane shall be approximately +/-490 feet west of NW 79 Avenue. The location and configuration of this improvement shall be subject to review and approval by City of Doral Public Works Department and Miami-Dade County Public Works and Waste Management Department Traffic Division.

e. Improvements to the Intersection of NW 36 Street and NW 79 Avenue. In connection with the Development of Phase II of the Project, the Developers shall i) design and construct or cause the construction of a dual eastbound left turn lanes within the existing right-of-way at the signalized intersection of NW 36 Street and NW 79 Avenue; and ii) dedicate right-of-way for and design and construct or cause the construction of a southbound right turn lane and channelization on NW 79 Avenue at NW 36 Street along with the restriping of the southbound travel lanes on NW 79 Avenue to create two lefts, one through, and one right turn lane. The location and configuration of this improvement shall be subject to review and approval by City of Doral Public Works Department and Miami-Dade County Public Works and Waste Management Department Traffic Division. It is expressly acknowledged by the parties that the dual eastbound left turn lanes within the existing right-of-way at the signalized intersection of NW 36 Street and NW 79 Avenue constitute an Off-Site Improvement and the dedication and improvement of the right-of-way for the southbound right turn lane and channelization on NW 79 Avenue at NW 36 Street are voluntary improvements not required to satisfy concurrency or subdivision requirements for the Project. The costs paid by the Developers for the installation of said improvements shall be considered a contribution over and above impact fees and may be applied against the applicable roadway impact fees for Off-Site Improvements pursuant to the Land Development Regulations and

Chapter 33-E of the Miami-Dade County Code. The City agrees to support the Developers' application for an impact fee contribution in lieu of fee determination by the City and Miami-Dade County.

f. The Developers shall install a transit shelter to service the bus and trolley stops ("Trolley Shelter") on the NW 79 Avenue public right of way adjacent to the Property. The Trolley Shelter location on the external roadway network shall be south of the proposed Project driveway that aligns with NW 39 Street. The precise location of the Trolley Shelter shall be determined at the time of the administrative site plan review for Phase II and shall be installed prior to the issuance of the first certificate of occupancy for said phase.

The Developers acknowledge that any Off-Site Improvement required to satisfy concurrency requirements for the Project are not eligible for consideration as an impact fee contribution in lieu of fee.

11. Necessity of Complying with Local Regulations Relative to Development Permits. The Developers 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 Developers 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 Developers to develop the Property in a manner that is inconsistent with the Project Approval.

12. 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 Agreement.

13. Impact Fees. The City and Developers shall coordinate their efforts to derive the maximum benefits of any impact fee payments in favor of the Project and the City. Calculations of impact fees for the development of the Property shall account for and be reduced to reflect the removal of the existing buildings within the Property. Notwithstanding any other provisions in this Agreement, impact fees shall be calculated pursuant to the formulas in effect at the time of building permit for each phase of the Project and as set forth by the Land Development Regulations.

14. 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, all of which as may be amended from time to time, 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/or modifications thereto. The expiration or termination of this Agreement, for whatever reason, shall not be considered a waiver of, or limitation upon, the rights, including, but not limited to, any claims of vested rights or equitable estoppels, obtained or held by the Developers to continue development of the Project in conformity with

the Project Approval and all prior subsequent Development Permits or development orders granted by the City, including, but not limited to, those rights granted under the Comprehensive Plan and the Land Development Regulations, as in effect on the Effective Date or as subsequently amended.

15. Binding Effect. The obligations imposed pursuant to this Agreement upon the Developers 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 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 Developers, upon execution of this Agreement.

16. Governing Laws. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Developers and the City agree that Miami-Dade County, Florida is the appropriate venue in connection with any litigation between the parties with respect to this Agreement.

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

If to City at: City Planning and Zoning Department Director  
City of Doral  
8401 N.W. 53<sup>rd</sup> Terrace  
Doral, Florida 33166

With a copy to: City Attorney  
City of Doral  
8401 N.W. 53<sup>rd</sup> Terrace  
Doral, Florida 33166

If to Developers: Atrium Office Park LLC  
1390 South Dixie Highway, Suite 1200  
Coral Gables, Florida 33146

Doral Entrance LLC  
1390 South Dixie Highway, Suite 1200  
Coral Gables, Florida 33146

With a copy to: Tracy R. Slavens, Esq.  
Holland & Knight, LLP  
701 Brickell Avenue, Suite 3300  
Miami, Florida 33131

Notices personally delivered or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given three

(3) days after deposit in the U.S. Mail. Any party may change its notice address by providing written notice to the other parties of the new address as provided in this paragraph. The terms of this section shall survive the termination of this Agreement.

18. Severability. In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

19. Entire Agreement. This Agreement, together with the documents referenced herein, constitute the entire agreement and understanding among the parties with respect to the subject matter hereof, and there are no other agreements, representations, or warranties other than as set forth herein.

20. Modification, Amendment, and Release. Minor modifications to this Agreement, as defined in Section 68-474 of the Land Development Regulations, shall be approved by the Planning and Zoning Department Director at Developers' cost. Such minor modifications shall be reflected in a recordable instrument prepared, executed and recorded by the Director. Major modifications to this Agreement, as defined in Section 68-474 of the Land Development Regulations, may only be modified, amended, or released, by written instrument signed by the City and each of the Developers (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) with regard to their individual Neighborhood, provided that such modification, amendment, release has been approved by the City after public hearing.

21. Cancellation and Enforcement. Enforcement of this Agreement shall be by action against any parties or person violating, or attempting to violate, any covenants set forth in this Agreement. The prevailing party in any action or suit pertaining to or arising out of this Agreement shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his/her/its attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity, or both. The terms of this section shall survive the termination of this Agreement.

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

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

**CITY:**

ATTEST:

**CITY OF DORAL, FLORIDA**

A Florida municipal corporation

\_\_\_\_\_  
City Clerk

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

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESSES:

This \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Signature

Approved as to form and legality

By office of City Attorney for

\_\_\_\_\_  
Print Name

\_\_\_\_\_, City of Doral, Florida

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**STATE OF FLORIDA** )

)

**SS.**

**COUNTY OF MIAMI-DADE** )

)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, as \_\_\_\_\_ of the City of Doral, a Florida municipal corporation, on behalf of the City. He/She is personally known to me or has produced \_\_\_\_\_ as identification, and acknowledged that she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

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

\_\_\_\_\_  
Print Name

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

**WITNESSES:**

**ATRIUM OFFICE PARK, LLC, a Florida limited liability company**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

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

Name: Armando J. Guerra

Title: Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

STATE OF FLORIDA        )  
  )        SS:  
COUNTY OF MIAM-DADE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by Armando J. Guerra, as Manager of Atrium Office Park, LLC, on behalf of the said limited liability company and for the purposes stated above. He/she personally appeared before me, is personally known to me or produced \_\_\_\_\_ as identification, and [did] [did not] take an oath.

[NOTARIAL SEAL]

Notary: \_\_\_\_\_

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

**WITNESSES:**

**DORAL ENTRANCE, LLC, a Florida  
limited liability company**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

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

Name: Armando J. Guerra

Title: Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_, 2015, by Armando J. Guerra, as Manager of Doral Entrance, LLC, on behalf of the said limited liability company and for the purposes stated above. He/she personally appeared before me, is personally known to me or produced \_\_\_\_\_ as identification, and [did] [did not] take an oath.

[NOTARIAL SEAL]

Notary:\_\_\_\_\_

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

## EXHIBIT "A"

### Property Legal Description

The East half of Tracts 15 and 16 in Section 27, Township 53 South, Range 40 East, according to FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, as recorded in Plat Book 2, Page 17, Public Records of Miami - Dade County, Florida, LESS the East 33 feet thereof, AND LESS: a portion of the East 1/2 of Tract 15 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1 of Section 27, Township 53 South, Range 40 East, Miami-Dade County, Florida, according to the plat thereof as recorded in Plat Book 2, Page 17, Public Records of Miami - Dade County, Florida, more particularly described as follows: COMMENCE at the point of intersection of the Westerly extension of the South line of said Tract 15 with the West line of the NE 1/4 of said Section 27; thence run South 89 degrees 38 minutes 43 seconds East along the South line of said Tract 15 and its Westerly extension, for a distance of 739.95 feet to the point of intersection with the Northeasterly right of way line of N.W. 41 Street, as shown on the Dade County Right of Way Map recorded in Road Plat Book 81, Page 24, Public Records of Miami - Dade County, Florida; thence run North 74 degrees 05 minutes 06 seconds West along said Northeasterly right of way of N.W. 41 Street, for a distance of 40.95 feet to the point of curvature of a circular curve to the left; thence run Northwestery along the arc of said circular curve to the left, and the said Northeasterly right of way line of N.W. 41 Street, having a radius of 1200.92 feet, through a central angle of 01 degree 55 minutes 12 seconds for an arc distance of 40.24 feet to the point of intersection with the West line of the East 1/2 of said Tract 15; thence run South 01 degree 23 minutes 19 seconds East along the West line of the East 1/2 of said Tract 15, for a distance of 21.14 feet to the Southwest corner of the East 1/2 of said Tract 15; thence run South 89 degrees 38 minutes 43 seconds East, along the South line of said Tract 15, for a distance of 77.75 feet to the Point of Beginning.

together with

A portion of Tract 14 of FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. ONE, in Section 27, Township 53 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of Section 27, Township 53 South, Range 40 East; thence run South 0° 03' 38" West along the West line of the Northeast 1/4 of the Northeast 1/4 of said Section 27 for a distance of 658.52 feet to a point; thence run North 88° 11' 25" West for a distance of 33.02 feet to a Point of Beginning; thence continue North 88° 11' 25" West along the North line of Tract 14, for a distance of 550.66 feet to a point of intersection with the Northeasterly right-of-way of N.W. 36 Street Extension, as recorded in Plat Book 81, Page 24, of the Public Records of Miami-Dade County, Florida; thence run South 72° 37' 48" East along the Northeasterly right-of-way of said N.W. 36 Street Extension, for a distance of 293.30 feet to a point of curvature of a circular curve to the left, having a radius of 1,090.92 feet; thence run Southeasterly along the Northeasterly right-of-way of said N.W. 36 Street Extension and along the arc of said curve to the left through a central angle of 14° 27' 43" for an arc distance of 275.37 feet to a point of intersection with a line that is 33.00 feet West of and parallel with the West line of the Northeast 1/4 of the Northeast 1/4 of said Section 27; thence run 0° 03' 38" East along a line 33.00 feet West of and parallel with the West line of the Northeast 1/4 of the Northeast 1/4 of said Section 27, for a distance of 118.52 feet to the Point of Beginning.

Less and except the East 2.00 feet thereof, for Road Right of Way (per O.R. Book 11051, Page 956, and O.R. Book 11014, Page 1512, of the Public Records of Miami-Dade County, Florida) and subject to an easement over the West 160 feet of the East 1/2 of said Tract 14, for Florida Power and Light Company.

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EXHIBIT "B"

Representative Trip Rates

<b>GROSS AM PEAK HOUR TRIP GENERATION FLEXIBILITY MATRIX FOR DORAL ATRIUM</b>					
<b>USES PROPOSED</b>	<b>ITE LUC</b>	<b>SCALE</b>	<b>UNITS</b>	<b>ITE 9<sup>TH</sup> EDITION GROSS AM PEAK HOUR TRIP RATES OR FORMULAS</b>	<b>GROSS AM PEAK HOUR TRIPS</b>
Residential Apartments	220	350	DU	$T = 0.51(x)$	179
Retail	820	270,000	SF	$\ln(T) = 0.61 \ln(x) + 2.24$	286
High Turnover Restaurant	932	20,000	SF	$T = 10.81(x)$	216
<b>GROSS DRIVEWAY TRIPS</b>				<b>FLEXIBILITY MATRIX TRIP THRESHOLD FOR DORAL ATRIUM</b>	<b>681</b>
<b>AM PEAK HOUR TRIP RATES OR FORMULAS FOR ALTERNATIVE USES</b>					
<b>ALTERNATIVE USES</b>	<b>ITE LUC</b>	<b>SCALE</b>	<b>UNITS</b>	<b>ITE 9<sup>TH</sup> EDITION GROSS AM PEAK HOUR TRIP RATES OR FORMULAS</b>	<b>GROSS AM PEAK HOUR TRIPS</b>
Quality Restaurant	931	TBD	SF	$T = 0.81(x)$	TBD
Bank	912	TBD	SF	$T = 12.08(x)$	TBD
Office	710	TBD	SF	$\ln(T) = 0.80 \ln(x) + 1.57$	TBD
Medical Office	720	TBD	SF	$T = 2.39(x)$	TBD
Hotel	310	TBD	ROOMS	$T = 0.67(x)$	TBD
<b>GROSS DRIVEWAY TRIPS</b>				<b>NOT TO EXCEED 681 AM PEAK HOUR TRIPS</b>	<b>681</b>

# EXHIBIT "C"

## Transportation Improvements

