

ORDINANCE No. 2016-18

AN ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE PROPOSED MODIFICATION OF THE DOWNTOWN MIXED USE ORDINANCE APPROVAL GRANTED PURSUANT TO CITY OF DORAL ORDINANCE #2012-09, BY AMENDING THE PATTERN BOOK ENTITLED DOWNTOWN DORAL SOUTH PATTERN BOOK DATED MARCH 2016 AND AN AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT FOR DOWNTOWN DORAL SOUTH, TO REFLECT A REDUCTION IN THE RETAIL/RESTAURANT GROSS LEASABLE AREA FROM 160,648 SQUARE FEET TO 30,000 SQUARE FEET, OFFICE GROSS LEASABLE AREA FROM 850,805 SQUARE FEET TO 150,000 SQUARE FEET, RESIDENTIAL DWELLING UNITS FROM 2,709 DWELLING UNITS TO 2,209 DWELLING UNITS, ELIMINATE 164,790 SQUARE FEET OF CIVIC/MUNICIPAL USE, DECREASE THE RECREATION/AMPHITHEATER USES (INCLUDING BANDSHELL AND PRIVATE RECREATION LAND) FROM 10.1 ACRES TO +/-7.6 ACRES, AND AN INCREASE IN THE SCHOOL AND PERFORMING AND VISUAL ARTS AUDITORIUM USES FROM 2.5 ACRES TO +/-7 ACRES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, CL Doral, LLC (“Applicant”) also known as Downtown Doral is requesting approval of the modification of the Downtown Mixed Use Ordinance approval granted pursuant to City of Doral Ordinance No. 2012-09, an amended Pattern Book entitled Downtown Doral South Pattern Book, dated March 2016, and an “Amended and Restated Master Development Agreement for Downtown Doral South” pursuant to the requirements set forth in Sec. 163.3225 of the Florida Statutes; and

WHEREAS, the Applicant is the owner of approximately +/-130.1 acres of land located east on NW 87 Avenue and north of NW 41 Street, within the boundaries of the City of Doral, as legally described in Exhibit A; and

WHEREAS, the Project received approval as the White Course DMU project, pursuant to City of Doral Ordinance No. 2012-09, on March 28, 2012 (the “Original Approval”); and

WHEREAS, as part of the Original Approval, the City and then Developer of the property executed the Master Development Agreement between the parties, dated March 28, 2012; and

WHEREAS, this Amended and Restated Master Development Agreement for Downtown Doral South (the “First Amended Agreement”) is intended to and shall terminate the effectiveness of the Original Agreement and shall constitute the sole master development agreement among the parties pursuant to Section 68-708 of the City Land Development Code and Chapter 163 of Florida Statutes; and

WHEREAS, on May 11, 2016 the City Council conducted a duly advertised public hearing for this application and considered all comments received from the residents and interested stakeholders; and

WHEREAS, the City Council has reviewed the City’s staff report, incorporated herein, which contains data and analysis supporting this application; and

WHEREAS, after careful review and deliberation, staff has determined that this rezoning application is consistent with the Comprehensive Plan.

WHEREAS, the Mayor and City Council find that adoption of this Ordinance is in the best interest of the City.

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

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part of hereof by this reference.

Section 2. Approval. The modification of the Downtown Mixed Use Ordinance approval granted pursuant to City of Doral Ordinance No. 2012-09, by amending Pattern Book entitled Downtown Doral South Pattern Book, dated March 2016, and an “Amended and Restated Master Development Agreement for Downtown Doral South” in substantially the form provided, in Exhibit “B”, which is attached hereto and incorporated herein and made a part hereof by this reference are hereby adopted by the Mayor and the City Council.

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

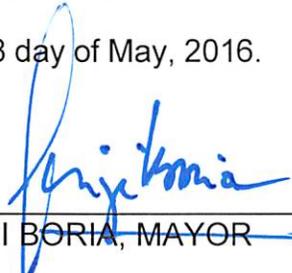
Section 4. Effective Date. This Ordinance shall become effective immediately upon adoption.

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

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

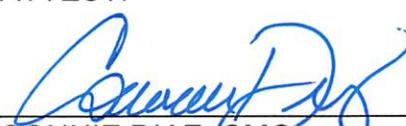
PASSED AND ADOPTED on first reading this 11 day of May, 2016.

PASSED AND ADOPTED on second reading this 18 day of May, 2016.



LUIGI BORIA, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

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



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

Exhibit A

LEGAL DESCRIPTION OF PROPERTY

The Southeast quarter (S.E. 1/4) of the Southwest quarter (S.W. 1/4) and the Southwest quarter (S.W. 1/4) of the Southeast quarter (S.E. 1/4) and the Southwest quarter (S.W. 1/4) of the Southwest quarter (S.W. 1/4) of Section 22, Township 53 South, Range 40 East, Dade County, Florida.

TOGETHER WITH:

The South half (S. 1/2) of the Northwest quarter (N.W. 1/4) of the Southwest quarter (S.W. 1/4) and the South half (S. 1/2) of the Northeast quarter (N.E. 1/4) of the Southwest quarter (S.W. 1/4) and the South half (S. 1/2) of the Northwest quarter (N.W. 1/4) of the Southeast quarter (S.E. 1/4), all in Section 22, Township 53 South, Range 40 East, Dade County, Florida.

LESS:

The Southeast quarter (S.E. 1/4) of the Northwest quarter (N.W. 1/4) of the Southeast quarter (S.E. 1/4) of Section 22, Township 53 South, Range 40 East, Dade County, Florida.

ALSO LESS:

The East half (E. 1/2) of the Southwest quarter (S.W. 1/4) of the Southeast quarter (S.E. 1/4) of Section 22, Township 53 South, Range 40 East, Dade County, Florida.

ALSO LESS:

The South 80 feet of the Southwest quarter (S.W. 1/4) of Section 22, Township 53 South, Range 40 East, Dade County, Florida.

ALSO LESS:

The South 80 feet of the West half (W. 1/2) of the Southwest quarter (S.W. 1/4) of the Southeast quarter (S.E. 1/4) of Section 22, Township 53 South, Range 40 East, Dade County, Florida.

ALSO LESS:

That portion of the Plat of DORAL RIGHT OF WAY, according to the Plat thereof as recorded in Plat Book 104, Page 93, of the Public Records of Dade County, Florida, lying East of the West line of the Southwest quarter (S.W. 1/4) of Section 22, Township 53 South, Range 40 East, Dade County, Florida.

ALSO LESS:

A Parcel of land lying in the S.W. 1/4 of Section 22, Township 53 South, Range 40 East, being more particularly described as follows:

COMMENCE at the southwest corner of said Section 22; thence run North, along the west line of the S.W. 1/4 of said Section 22 and along the centerline of N.W. 87th Avenue as shown on the plat of DORAL RIGHT OF WAY, Plat Book 104, Page 93, for a distance of 103.05 feet to a point; thence run East for a distance of 40.00 feet to a point on the east right-of-way line of said N.W. 87th Avenue and the POINT OF BEGINNING of the following described parcel of land; thence run North, along said easterly right-of-way line of N.W. 87th Avenue, for a distance of 206.95 feet to the point of curvature of a circular curve to the right having a radius of 1,869.86 feet; thence run Northeasterly, along said east right-of-way line of N.W. 87th Avenue and along the arc of said curve for a distance of 183.57 feet, through a central angle of 5°37'30" to the point of tangency; thence run North 05°37'30" East, along said east right-of-way line of N.W. 87th Avenue, for a distance of 300.00 feet to the point of curvature of a circular curve to the left having a radius of 1,949.86 feet; thence run Northerly, along said east right-of-way line of N.W. 87th Avenue and along the arc of said curve, for a distance of 326.91 feet, through a central angle of 9°36'22" to a point; thence run North 87°45'52" East for a distance of 134.24 feet to a point; thence run South 53°14'24" East for a distance of 200.00 feet to a point; thence run South 01°45'36" West for a distance of 665.00 feet to a point; thence run South 88°14'24" East for a distance of 630.00 feet to a point; thence run North 01°45'36" East for a distance of 239.29 feet to a point; thence run North 78°45'36" East for a distance of 75.00 feet to a point; thence run South 11°14'24" East for a distance of 540.00 feet to a point on the north right-of-way line of N.W. 41st Street; thence run North 88°14'24" West, along the north right-of-way line of N.W. 41st Street and along the line parallel to and 80.00 feet North of the south line of the S.W. 1/4 of said Section 22, for a distance of, 1,109.20 feet to the point of curvature of a circular curve to the right having a radius of 25.00 feet; thence run Northwesterly, along the east right-of-way line of the aforementioned N.W. 87th Avenue and along the arc of said curve, for a distance of 38.50 feet, through a central angle of 88°14'24" to the point of tangency and the POINT OF BEGINNING.

Said lands lying in Dade County, Florida, containing 130.15 acres more or less.

DRAFT 4/29/2016

Prepared by:

Joseph G. Goldstein, Esq.
Holland & Knight LLP
701 Brickell Avenue, Suite 3300
Miami, Florida 33131

AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT FOR DOWNTOWN DORAL SOUTH

THIS AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT FOR DOWNTOWN DORAL SOUTH is made and entered into this ____ day of _____, 2016 by and between CC Homes at Doral, LLC, a Delaware limited liability company, White Course Lennar, LLC, a Florida limited liability company, and CC-WCD TIC, LLC, a Delaware limited liability company (hereinafter, collectively, the "Developers"), and the City of Doral, Florida, a Florida municipal corporation (hereinafter the "City").

WITNESSETH:

WHEREAS, the Developers are the owners of approximately 130.1± acres of land located east of N.W. 87th Avenue and north of N.W. 41st Street, within the boundaries of the City, the legal description of which is attached hereto and made a part hereof as Exhibit A (collectively, the "Property"); and

WHEREAS, the Property has historically been underdeveloped and operated as a unified development site, to wit: a golf course with associated uses, which is now intended to be redeveloped; and

WHEREAS, the Developers and the City mutually desire that the Property be developed as a mixed-use project as permitted in the City's comprehensive plan and zoning code (the "Project"); and

WHEREAS, the Property is currently designated and zoned Downtown Mixed Use (DMU) District on the City's Comprehensive Plan Future Land Use Map and under the City's Land Development Regulations and known as the White Course DMU Planned Unit Development; and

WHEREAS, the Project received approval as the White Course DMU project, pursuant to City of Doral Ordinance No. 2012-09, on March 28, 2012 (the "Original Approval"); and

WHEREAS, as part of the Original Approval, the City and the then Developer of the Property executed the Master Development Agreement between the parties, dated March 28, 2012, and recorded in Official Records Book 28099 at Page 22 of the Public Records of Miami-Dade County, Florida (the "Original Agreement"); and

WHEREAS, the Developers and the City desire to amend the Original Agreement in and, where no change is proposed, restate those certain terms and conditions relating to the proposed redevelopment of the Project within the Property, and

WHEREAS, the Developers wish to rename the Project to be Downtown Doral South, given its proximity to Downtown Doral and the Developers' intention to integrate Downtown Doral South with the Downtown Doral project, and

WHEREAS, the Original Approval was modified by City of Doral City Council pursuant to Ordinance No. 2016-18 on May 18, 2016 (the "First Amended Approval"); and

WHEREAS, the First Amended Approval was issued following a recommendation by the City's Land Planning Agency on May 11, 2016, first reading by the City Council on May 11, 2016, and second reading by the City Council on May 18, 2016; and

WHEREAS, this Amended and Restated Master Development Agreement For Downtown Doral South (the "First Amended Agreement") is intended to and shall terminate the effectiveness of the Original Agreement and shall constitute the sole master development agreement among the parties pursuant to Section 68-708 of the City's Land Development Code and Chapter 163 of Florida Statutes ; and

WHEREAS, the First Amended Approval includes the approval of an amended and restated pattern book that illustrates the urban design and appearance of the Project pursuant to Sections 68-707 and 68-708 of the City's Land Development Code; and

WHEREAS, the Developers intend to develop the Project with the following maximum program of planned uses or an equivalent combination of uses up to:

- 2,209 Residential dwelling units
- 30,000 square feet of Retail/Commercial/Restaurant use
- 150,000 square feet of Office use
- Up to 7 acres of land for School and Performing and Visual Arts Auditorium/Civic use, wherein said school is intended to accommodate 1,300 student stations in grades 6-12
- +/-7.6 acres of Publicly Accessible Recreational land

WHEREAS, this First Amended Approval represents an elimination of 164,790 square feet of Civic/Municipal Use; a decrease of Residential use of 500 dwelling units; a decrease of 130,748 square feet of Retail/Restaurant use; a decrease of 700,805 of Office use; a decrease of Publicly Accessible Recreational land from 10.1 acres to +/-7.6 acres; and an increase in the School and Performing and Visual Arts Auditorium/Civic uses from 2.5 acres to +/-7 acres; and

WHEREAS, the Developers and City wish to establish certainty as to the ultimate development of the Project; and

WHEREAS, the Developers intend to develop the Project as provided in the First Amended Pattern Book; and

WHEREAS, the parties mutually agree that, upon the Effective Date of this First Amendment, the Original Agreement shall be automatically terminated, extinguished and of no further force and effect.

NOW, THEREFORE, in consideration of the conditions, covenants and mutual promises hereinafter set forth, the Developers and City agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference. All exhibits to this First Amended Agreement are hereby deemed a part hereof.
2. Definitions.
 - a) "Adopting Ordinance" is City of Doral Ordinance Number 2016-18, which approved the rezoning of the Property to DMU and also referenced to herein as the "Original Approval," as said Adopting Ordinance may be amended from time to time.
 - b) "Comprehensive Plan" means comprehensive plan adopted by the City pursuant to Chapter 163, Florida Statutes ("F.S."), meeting the requirements of Section 163.3177, F.S., and Section 163.3178, F.S., which has been sent to the Department of Community Affairs as of the Effective Date.
 - c) "Developers" means the person(s)/entities undertaking the development of the Property, as defined in the preamble to this First Amended Agreement, means the entity identified as Developers in the preamble to this First Amended Agreement, and any successor(s) and assignee(s) thereof which (a) acquires an interest in any portion of the Property from Developers pursuant to sale or ground lease for the purpose of development and resale or sublease, and (b) is specifically assigned rights as Developers hereunder by Developers pursuant to an express written assignment. Upon execution and recordation of such an assignment, the assignee will be deemed the Developers hereunder to the extent set forth in such assignment in conformance with the terms of the assignment.
 - d) "Development" means the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, or the dividing of land.
 - e) "Development Permit" is as defined in Section 163.3221, Florida Statutes and includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.
 - f) "Effective Date" is the latter of the date of execution of this instrument by the Developers and the City and the date which the Adopting Ordinance has been finally approved and upon the expiration of all appeals and challenges thereto.

- g) "Governing Body" means the City Council for the City of Doral or any other chief governing body of a unit of government which exercises regulatory authority and grants Development Permits for land development.
- h) "Impact Fee Credit(s)" 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 City of Doral Code and Miami Dade County Code.
- i) "Land" means the earth, water, and air, above, below, or on the surface and includes any improvements or structures customarily regarded as land.
- j) "Land Development Regulations" means ordinances, rules and policies enacted or customarily 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 or construction upon land in effect as of the Effective Date.
- k) "Laws" means all ordinances, resolutions, regulations, Comprehensive Plans, Land Development Regulations, and rules adopted by a local government affecting the development of land.
- l) "Local Government" means any county or municipality or any special district or local governmental entity established pursuant to law which exercises regulatory authority over, and grants Development Permits for, Development.
- m) "Pattern Book" is the document provided as part of the Application, entitled "Downtown Doral South", dated March 2016 which shall regulate the nature of the streets and blocks, establish building sites within the Property, and define the urban design vocabulary, such as setbacks, heights, parking requirements, massing, building envelopes and other Development parameters, which shall govern the administrative review of each detailed Development Site Plan for the Project. A copy of the Pattern Book is attached hereto as Exhibit B.
- n) "Project" means the Development of up to 2,209 residential dwelling units; up to 150,000 square feet of office use; up to 7 acres of school and/or performing and visual arts auditorium/civic use wherein said school is intended for 1,300 student stations in grades 6-12; up to 30,000 square feet of retail/commercial/restaurant use (provided that this retail/commercial use may include office space); and +/-7.6 acres of publicly accessible recreational land, along with all appropriate related and associated ancillary uses, or an equivalent combination of uses.
- o) "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 systems and facilities.
- p) "Occupancy Threshold" occurs upon the issuance of the certificate of use and occupancy for the portion of the Project that will result in the 51st percent of net new external trip

(_____ trips) from the Project as calculated using the trip generation rates attached hereto as Exhibit C.

- q) "Project Approvals" are the First Amended Ordinance, the First Amended Pattern Book, this First Amended Agreement, the City's Comprehensive Plan and Land Development Regulations as of the Effective Date and as further defined in Paragraph 6 herein.
 - r) "Planning and Zoning Director" is the Director of the Planning and Zoning Department for the City of Doral, Florida, her/his successor and/or designee.
 - s) "Regulating Plan" is that conceptual master development plan included as part of the Pattern Book, as approved by the City pursuant to its adopted LDRs, and which regulates the nature and development of the streets and blocks, establishes building sites within the Property and shall govern the administrative review of all detailed development Site Plans for the Project.
 - t) "Site Plan" is comprised of a scaled and dimensioned site plan (with landscaping), elevation and typical floor plan submitted for administrative approval and reviewed for consistency with the Project Approvals or as defined in Section 5(a) of this First Amended Agreement.
 - u) "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, water, oil, 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 First Amended 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 and as a "Development Agreement" pursuant to Section 163.3221, Florida Statutes.
4. Effective Date and Duration.
- a) This First Amended Agreement shall become effective on the Effective Date. The First Amended 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 twenty (20) 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 First Amended 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 and Building Intensities.

a) Permitted Development Uses. The Project Approvals are the binding development guidelines for the Property. A list of the documents which comprise the Project Approvals are attached hereto as Exhibit D. The official Project Approval documents are on file with the City. In granting the Project Approvals, the City Council has determined that the Project meets the creative excellence standards set forth by Chapter 86, Article IV of the Land Development Regulations. The Project will be comprised of the following program of uses hereinafter referred to as the "Development Program":

- 2,209 Residential dwelling units
- 30,000 square feet of Retail/Commercial/Restaurant use
- 150,000 square feet of Office use
- Up to 7 acres of land for School and Performing and Visual Arts Auditorium/Civic use, wherein said school is intended to accommodate 1,300 student stations in grades 6-12
- +/-7.6 acres of Publicly Accessible Recreational land

The Development Program for the Project reflects a mixed-use development including residential, office, retail/commercial, and civic uses or an equivalent combination of uses (the "Initial Adopted Development Program"). Project development shall be limited to those land uses and uses accessory and ancillary thereto. The total impact of all development in the Project based on the Initial Adopted Development Program is projected to generate _____ net new external 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 C; "Representative Trip Rates").

The City has determined and the Developers agree that this Project:

- i) is consistent with the City's Comprehensive Plan; and
 - ii) has been approved in accordance with the City's Land Development Regulations.
- b) Density, Building Heights, Setbacks and Intensities. The maximum residential density allowed within the DMU zoning district for the Project is 25 units per gross acre and the Project population, based on 2,209 residential dwelling units, is estimated as 7,290 residents. The maximum building height shall be 8 stories. Setbacks, architectural controls, and intensities for all Development within the Project shall be regulated by the Project Approvals.
- c) Residential Unit Type Mix. Currently, the Project Approvals provide for the development of single family detached, single family attached (including townhomes), and multi-family unit types (including assisted living, independent and age restricted). The Developers reserve the ability to modify the mix of the residential dwelling unit types to convert the mix of unit types between multi-family units and single-family detached and attached units (including townhomes) so long as said modification does not result in an overall increase of residential density for the Project or additional net new external trips. 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 Approvals, the Land Development Regulations, and the applicable provisions and designations in the Comprehensive Plan.

- d) Other uses. The Office and Retail/Commercial/Restaurant uses may include, but not be limited to, those uses allowed in the Corridor Commercial zoning district, and other similar uses such as hotel and medical (including urgent and emergent care).
- e) Upon the Effective Date of this First Amended Agreement, the City confirms and agrees that the Property may be developed and used for the purposes established by the Project Approvals, provided the actual Development is substantially consistent with the City's Comprehensive Plan and conforms to the Land Development Regulations in effect as of the Effective Date. Until such time as the Project is built-out, it is recognized that existing uses may remain and operate on the Property and that temporary uses, such as sales and adequately screened construction trailers and project management facilities may be established, operated and relocated as appropriate, upon issuance of applicable and appropriate approvals and permits required pursuant to the Land Development Regulations.

6. Project Approvals.

- a) Further Development Review. The Project Approvals establish the criteria upon which the Project shall be developed during the Term and set forth the sole and exclusive limitations upon the Development of the Project.
 - i) Consistent with the foregoing, prior to the issuance of any Development Permit for any Development within any portion of the Property, the Developers shall submit a Site Plan for administrative site plan approval by the City's Planning and Zoning Director for any proposed building. Site Plans for individual building sites shall be designed to generally conform to the Project Approvals. In addition, each Site Plan for residential building(s) shall include a schedule which shall specifically provide the number of residential units, bedrooms, bathrooms and the square footage of each residential unit shown on the Site Plan for that residential building. The administrative site plan approval process shall not prohibit development of any Site Plan so long as the development and height of the structures within the Development subject to the Site Plan are in substantial compliance with the Project Approvals.
 - ii) In the event that the City's Planning and Zoning Director does not approve the Site Plan, the Director shall render its decision by notifying the Developers and the property owner of the affected parcel in writing by certified mail, overnight express delivery or hand delivery. Such written notice shall expressly provide the reasons that the Site Plan has been disapproved. The Developers, or their assigns, have the right to appeal the administrative decision directly to the City Council, for the City Council to determine whether the Planning and Zoning Director erred in the decision to deny the approval of the Site Plan based on the plan's conformance with the Project Approvals, the Land Development Regulations in effect as of the Effective Date, the applicable designations in the City's Comprehensive Plan in effect as of the Effective Date. Any such appeal must be filed with the City Clerk within thirty (30) days of rendition of the

denial of the Site 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 sixty (60) days from receipt of a letter from the Developers requesting such hearing by the City Clerk, which appeals the decision of the City administrator.

- iii) Downzoning. For the Term of this First Amended Agreement, the City shall not downzone or otherwise limit the ability of the Developers to develop this Property in accordance with the Project Approvals which are in effect as of the Effective Date, consistent with this First Amended Agreement, and nothing shall prohibit the issuance of further development orders and approvals in conformity with same.
7. Public Services and Facilities; Concurrency. For the purposes of concurrency review, it is hereby found that, throughout the Term of this First Amended Agreement, sufficient infrastructure capacities will be reserved and remain available to serve this Project. All subsequent Development Permits sought to be issued which are in general conformity with the Project Approvals are hereby found to meet concurrency standards set forth in the Comprehensive Plan as such standards may be amended from time to time (concurrency regulations) and to be consistent with Land Development Regulations, so long as the Developers develop the Property in substantial compliance with the terms and conditions contained within the Project Approvals in effect as of the Effective Date.
8. Local Development Permits. The development of the Property as a mixed-use project in accordance with the Project Approvals is contemplated by the Developers. The City shall approve certain additional Development Permits in order for the Developers to develop the Project in a manner consistent with the Project Approvals, such as:
- (1) Site Plan approvals;
 - (2) Land Improvement Permits;
 - (3) Subdivision plat and or waiver of plat approvals;
 - (4) Water, sewer, paving and drainage permits;
 - (5) Covenant or Unity of Title acceptance or the release of existing unities or covenants;
 - (6) Building permits;
 - (7) Certificates of use and/or occupancy; and
 - (8) Any other official action of the City and/or Miami-Dade County, Florida, having the effect of permitting the development of land.
9. Consistency with Comprehensive Plan. The Property is designated DMU and Urban Central Business District ("UCBD") on the Future Land Use Map of the existing Comprehensive Plan. As noted above, the City hereby finds that the Development of the Property and

completion of the Project in general conformity with the Project Approvals is consistent with the City's Land Development Regulations and Comprehensive Plan designation as of the Effective Date and shall not be subject to any future changes to the City's Land Development Regulations and Comprehensive Plan designation after the Effective Date and for the duration of the Term.

10. Pattern Book. As part of its application seeking the Project Approvals, the Developers have submitted the Downtown Doral South Pattern Book ("Pattern Book"). A copy of the Pattern Book is attached hereto as Exhibit B and a copy may be viewed at the Government Offices of the City of Doral located at 8401 N.W. 53rd Terrace, Doral, Florida 33166, or such other City government office should the City relocate. The Pattern Book is incorporated into this First Amended Agreement as a guideline for Development of the Property, and may not be amended unless approved by the parties to this First Amended Agreement, or their assigns, in accordance with the City's regulations.
11. Maintenance of Common Areas. The privately-owned common areas of the Property shall be maintained by the Developers, a property owners' association or multiple property owners', homeowners' or condominium associations, or a community development district ("CDD"). Any portion of the Property that is dedicated to a Governmental Body with jurisdiction over the Property for a proper public purpose may, but shall not be required to, be subject to any property owners', homeowners' or condominium associations or community development district established for such purpose. The residential portion(s) of the Property shall be maintained by the Developers, its successor or assigns, a property owners', homeowners' or condominium association or community development district. The commercial, office, and hotel portions shall be maintained by a property owners' association. The condominium or homeowners' and/or property owners' association(s) shall belong to a master association for the Property. Substantial amendments to the maintenance provisions of the master association documents shall require review by the Planning and Zoning Director or his/her designee to ensure that the association maintains the assessment and lien rights to ensure that the Property is properly maintained.
12. Necessity of Complying with Local Regulations Relative to Development Permits. The Developers and the City agree that the failure of this First Amended Agreement to address a particular permit, condition, fee, term or restriction in effect on the Effective Date of this First Amended Agreement shall not relieve Developers from complying with the regulations governing said permitting requirements, conditions, fees, terms or restrictions as long as compliance with said regulation and requirements do not require the Developers to develop the Property in a manner that is inconsistent with the Project Approvals.
13. Infrastructure and Impact Fees. The impact fee requirements applicable to the Property are those that are in effect as of the effective date of the Original Agreement and Original Approval (as reflected on Exhibit E). It is agreed and understood by the parties that no other impact fees other than those listed will apply to the development of the Project. No new impact fees or increases to the fees in existence as of the Effective Date shall be adopted by the City or otherwise be applied to the Development of the Project during the Entire Term of this First Amended Agreement. The City and Developers shall coordinate their efforts to derive the maximum benefit of any impact fee payments in favor of the Project and the City.

In that regard, the parties shall use their commercially reasonable efforts to apply impact fees in the following manner:

a) Transportation Improvements.

i) On-Site Roadways. In order to develop the Project in conformance with the Project Approvals, certain on-site roadway construction, expansion, renovation or improvement may be required. The construction or causing of construction of On-Site Roadway Improvements shall be the responsibility of the Developers. Certain On-Site Roadways may be public streets to be dedicated to the City or other public or quasi-public entities such as a CDD, in accordance with its public roadway standards and widths, while certain others will be private drives and operated as common-areas within the Project. The Developers and City agree that the initial determination as to whether such On-Site Roadways are to be dedicated to the public or owned and maintained privately shall occur no later than final plat approval for that portion of the Property covered by any plat. Nothing herein shall prohibit the dedication of private streets and infrastructure to the City at a later date. Additionally, all required improvements herein shall be subject to approval of any and all governmental entities with jurisdiction over such improvements. The failure to obtain governmental approvals shall not constitute default of this Agreement on the part of the Developers. It is also acknowledged that Developers may provide an acceptable surety to secure the improvements required herein.

- (1) Design and Construction. Design and construction of On-Site Roadways shall be conducted generally in accordance with the configurations provided in the Pattern Book.
- (2) Bus Bays. There shall be four (4) bus bays installed throughout the Property. The specific design and location shall be determined at the time of Site Plan approval. Upon the construction of any roadway adjacent to a pre-designed bus bay, the Developers shall construct and convey such bus bays with a covered waiting area(s) with seating in various locations within the Project.
- (3) Pavement Texture and/or Color. Textured and/or colored pavement shall be incorporated throughout the Project at locations shown within the Pattern Book to create uneven surfaces for vehicles to traverse and to emphasize pedestrian crosswalks.
- (4) Alignment of Public Drives. Public driveways within the Project shall be aligned with driveways on opposing sides of internal road to the maximum extent feasible.
- (5) Bicycle Friendly Design. All proposed internal public roadways will be designed as bicycle friendly and bicycle amenities, such as bicycle racks, will be provided throughout the Project.
- (6) Completion time for On-Site Roadway Improvements. Unless otherwise provided or mutually agreed to in writing by the parties, said On-Site Roadway Improvements, or portions thereof, shall be timed to be completed or caused to be

completed, at a minimum, prior to the issuance of the certificate of occupancy issued for any new structures constructed along the roadway frontage for said structure and, where an additional dedication is required for public roadways, the right of way and improvements shall be dedicated to the City upon completion of the roadway construction. The parties agree to work cooperatively to stage On-Site Roadway Improvement construction projects in a manner that will reasonably minimize disruption to traffic patterns, including extending time-frames for completion where appropriate. The On-Site Roadway Improvements for each phase of construction shall be shown on the Administrative Site Plans submitted to the City for its approval. On-Site Roadway Improvements shall not be required for any land beyond the boundaries of the Property shown on each individual Site Plan up to the centerline of abutting roadways surrounding the Project.

- (7) Right-Of-Way Dedications. Those certain roadways identified as “Main Boulevard,” “Entry Road,” and “Spine Road” on the Circulation Plan provided in Section 1.13 of the Pattern Book shall be dedicated by the Developers or owners of the Property to the City or other public or quasi-public entities as public rights-of-way. Said dedications shall be made by plat or instrument, as appropriate.
 - (8) Notwithstanding the foregoing, prior to the issuance of the final certificate of occupancy for the structure that will result in the Project traffic exceeding the Occupancy Threshold, the Developers shall construct or cause the construction and have open to traffic the Spine Road, or alternate roadway as approved by the City of Doral Public Works Department, as shown on the Circulation Plan provided in Section 1.13 of the Pattern Book.
 - (9) NW 48th Way. The Developers shall design the roadway network in the northeast portion of the Property to include sufficient area to accommodate a forty foot (40’) right of way dedication for NW 48th Way and shall design same to facilitate an exit (which may include a secured gate, at the Developers’ discretion) from the Property through adjacent property to NW 79 Ave. The Parties acknowledge that the Developers’ design and dedication of said right-of-way is contingent upon the City reaching an agreement for acquiring right-of-way from abutting and adjacent property owners located east of the Property. The City shall have six months from the Effective Date to make a determination as to whether the acquisition and to acquire sufficient portions of NW 48th Way between the Property and NW 79th Avenue. The City shall notify the Developers in writing of its determination by the deadline set forth herein. If the City does not acquire the portion of NW 48th Way between the Property and NW 79th Ave. necessary to accommodate the egressing traffic from the Project within twelve (12) months of the Effective Date, then the Developer is under no obligation to design or operate an exit at this location.
- ii) Off-Site Roadways. In order to address the impacts of the proposed Project on the City, Miami-Dade County (the "County") and regional roadways, the Developers have prepared a transportation analysis and, accordingly, agrees to address and, as appropriate, provide Off-Site Roadway Improvements to the area roadway network. The following list of Off-Site Roadway Improvements shall be provided at some

appropriate time (as either set forth below or, if not, then as determined by a subsequent agreement between the Developers and the City's Public Works Director, but not to exceed the cost of the improvements listed herein) during the development of the Project. The proposed Off-Site Roadway Improvements are as follows:

- (1) NW 41st Street. The City is in the process of improving NW 41st Street between NW 79th Avenue and NW 87th Avenue and has prepared _____ (the "41st Street Improvements"). To the extent that the City constructs the 41st Street Improvements, the Developers agrees to reimburse the City for such improvements for the actual costs of construction for the portion of the 41st Street Improvements on the north side of NW 41st Street that abuts the Property. Such reimbursements would be paid to the City in two separate and equal installments. The first installment shall be made prior to the issuance of the final certificate of occupancy for the structure that will result in the Project traffic exceeding _____ net new external trips. The second equal installment shall occur prior to the issuance of the final certificate of occupancy for the structure that will result in the Project traffic exceeding the Occupancy Threshold. It is specifically acknowledged by the City that this is an off-site improvement within existing rights of way and that the City will support the Developers in any application to seek a determination by Miami-Dade County for impact fee credits or contribution in lieu of fee for the funding of the 41st Street Improvements.
- (2) Intersection of 36th Street and NW 79th Avenue. Prior to issuance of a certificate of occupancy for any vertical structure built within the Project, Developers shall be responsible for or cause the signal timing adjustment of the signal at the intersection of NW 36th Street and NW 79th Avenue subject to the approval of Miami-Dade County.
- (3) Intersection of NW 41st Street and NW 79th Avenue. Prior to issuance of a certificate of occupancy for any portion of the Project that generates _____ net new external trips, Developers shall be responsible for or cause the signal timing adjustment of the signal at the intersection of NW 41st Street and NW 79th Avenue subject to the approval of Miami-Dade County.
- (4) Intersection of NW 58th Street and NW 79th Avenue. Prior to issuance of a certificate of occupancy for _____ built within the Project, Developers shall construct or cause to be constructed one eastbound right turn lane at the intersection of NW 58th Street and NW 79th Avenue and the reconfiguration of the northbound approach to one combined left and through lane plus two exclusive right turn lanes, and the addition of northbound right turn signals and signal timing adjustments at this intersection subject to the approval of Miami-Dade County.
- (5) Intersection of NW 41st Street and NW 82nd Avenue. Prior to issuance of a certificate of occupancy for any portion of the Project that exceed the Occupancy Threshold (simultaneously with the construction of the internal collector road provided in section 13(a)(i)g, above) Developers shall construct or cause to be constructed a new southbound approach lane at the Intersection of NW 41st Street

and NW 82nd Avenue that will serve as a gateway to the Project. Developers shall also construct or cause to be constructed westbound left turn lanes and will prepare or have prepared and submit to the City's and County's Public Works Directors a traffic signal warrant study for a traffic signal at this intersection. If said signal is not warranted, then the Developers are relieved of any obligation to construct a signal at this location. If said signal is warranted, within six months of acceptance of the warrant study by the City and Miami-Dade County, the Developers shall prepare and submit plans and diligently process a permit application for said signal to Miami-Dade County. Once permitted by Miami-Dade County, the Developers shall install the signal within two years after the date of completion of the warrant study subject to the approval of Miami-Dade County.

- (6) Intersection of NW 36th Street and NW 82nd Avenue. Prior to issuance of a certificate of occupancy for any portion of the Project that generates the first _____ net new external trips above the Occupancy Threshold, Developers shall construct or cause to be constructed a new southbound right turn lane, as long as sufficient right of way is available and adjacent sidewalks are not required as a condition of the permit for this improvement. In addition, Developers shall be responsible for the signal timing adjustment of the signal at this intersection subject to the approval of Miami-Dade County.
- (7) Intersection of NW 36th Street and NW 87th Avenue. Prior to issuance of a certificate of occupancy for any portion of the Project that generates _____ net new external trips, Developers shall be responsible for or cause the signal timing adjustment of the signal at the intersection of NW 36th Street and NW 87th Avenue subject to the approval of Miami-Dade County.
- (8) Intersection of NW 41st Street and NW 87th Avenue. Prior to issuance of a certificate of occupancy for any portion of the Project that generates _____ net new external trips, the Developers shall be responsible for or cause the signal timing adjustment of the signal at the intersection of NW 41st Street and NW 87th Avenue subject to the approval of Miami-Dade County.
- (9) Intersection of White Course Boulevard and NW 87th Avenue. Prior to issuance of a certificate of occupancy for any portion of the Project that generates the first _____ net new external trips above the Occupancy Threshold, Developers will prepare or have prepared and submit to the City's and County's Public Works Directors a traffic signal warrant study for a traffic signal and an intersection analysis that supports the corresponding median opening. If said signal is not warranted, then the Developers is relieved of any obligation to construct a signal at this location. If said intersection analysis supports the median opening and a signal is warranted, within six months of acceptance of the warrant study by the City and Miami-Dade County, the Developers shall prepare and submit plans and diligently process a permit application for said signal to Miami-Dade County. Once permitted by Miami-Dade County, the Developers shall install the signal within one year after the date of completion of the warrant study subject to the approval of Miami-Dade County.

- (10) Intersection of NW 58th Street and NW 87th Avenue. Prior to issuance of a certificate of occupancy for any portion of the Project that exceed the Occupancy Threshold, Developers shall construct or cause to be constructed an additional westbound left turn lane, a northbound right bound turn lane, northbound and southbound right turn signals and signal phasing and timing adjustments for the intersection of NW 58th Street and NW 87th Avenue subject to the approval of Miami-Dade County.
- (11) Trolleys. Prior to the issuance of the first certificate of occupancy for the Occupancy Threshold, the Developers shall provide the City with a cash contribution (not to exceed \$360,000) for the purchase of two (2) passenger trolleys (the "Cash Contribution") to be operated by the City as part of its transit system on a downtown circulator route approved by the Developers. Trolley stops and benches may be provided within the Project to the extent service can be coordinated with the City. Trolley stop locations shall be determined at the time of site plan review for each phase of Development.
- iii) Construct or Cause the Construction/Completion or Cause to be Completion of the foregoing On-Site or Off-Site Roadway improvements shall be construed to include/constitute the actual construction by the developer, its agents or assigns; construction by unrelated parties; or the provision of a bond, letter of credit or other acceptable surety for said improvement.
- iv) Timeframes. All the foregoing time-frames for all on-site and off-site roadway improvements detailed in this Paragraph may be extended by the City of Doral Public Works Director, following a showing of good faith efforts by the Developers to satisfy same, or based on a reasonable showing by the Developers that such a delay is reasonable and appropriate for purposes of accomplishing the goals of the City and the Project.
- v) Roadway Impact Fees. The Project will be subject to Miami-Dade County and City of Doral Roadway impact fee requirements as provided in _____. The City and Developers acknowledge that the On-Site and Off-Site Roadway Improvements contained herein may constitute a contribution in lieu of fee and/or credit against the roadway impact fees for any eligible On-Site and Off-Site Roadway Improvements pursuant to the City of Doral or Miami-Dade County roadway impact fee ordinances. It is understood that such improvements to Off-Site roadways are not required to satisfy concurrency requirements and shall be eligible for Impact Fee Credit / Contribution in Lieu from the City or County. The Cash Contribution shall be a contribution in lieu of fee pursuant to the City of Doral or Miami-Dade County roadway impact fee ordinances. The City agrees to work with and support any applications by the Developers to obtain contribution-in-lieu of impact fee credits from Miami-Dade County pursuant to Section 33E-9, Miami-Dade County Code of Ordinances. Subject to the conditions set forth below, the Developers hereby agree, prior to the issuance of a Development Permit for each new building, to provide a bond, letter of credit or other surety in a form mutually acceptable to the City, the County and the Developers, in an

amount equal to that portion of the estimated roadway impact fees to be paid by the Developers for that particular building.

b) Recreation Sites and Cultural Affairs Contribution.

- i) Civic Parcel. The Project is contemplated to include up to 7 acres of school and/or performing and visual arts auditorium/civic use. The portion of the 7 acre site that is not utilized for a school (the “Civic Parcel”) shall be conveyed to the City within one (1) year of the Effective Date. The Civic Parcel is located on property that was historically used for agriculture and, subsequently, operated as a golf course. The operation and management of both of the prior uses regularly and routinely involve the legal application of various fertilizers, insecticides, and herbicides. The preparation of the property for post golf course use will involve remediation of both soil and groundwater under the regulatory supervision of Miami Dade County, possibly resulting in restrictions on the use of groundwater and subsurface soils, and the recordation of a Covenant confirming the restrictions. The Civic Parcel shall be filled and graded by the Developers prior to conveyance. Upon acceptance of the Civic Parcel, the City shall have two (2) years to complete preliminary improvements to the Civic Parcel (including but not limited to sod and landscaping) and shall maintain the Civic Parcel as, at a minimum, a passive green space.
- ii) Cultural Affairs Contribution. Under the Original Agreement, an amphitheater was contemplated as part of the Project. In lieu of the amphitheater contemplated by the Original Agreement, the Developers agree to contribute five hundred thousand dollars (\$500,000) to the preparation of plans for the improvement of the cultural arts pavilion programmed for the Triangle Parcel in Downtown Doral (2016 Folio Number 35-3022-032-0090; legally described in Exhibit ____) within one year of the Effective Date and one million dollars (\$1,000,000) for the construction of such structure (the “Cultural Affairs Contribution”). The Cultural Affairs Contribution shall be made by the Developers no later than within 60 days following the issuance of a building permit for vertical construction for said cultural arts pavilion.
- iii) Publicly Accessible Recreational Land. The Developers shall also design the Project to include a minimum of 7.6 acres of Publicly Accessible Recreational land. Said land may be privately owned or may be dedicated to an appropriate governmental or quasi-governmental entity at the sole discretion of the Developers.
- iv) Parks and Recreation Impact Fees. The dedication of the Civic Parcel and any Publicly Accessible Recreational land that is dedicated to a governmental or quasi-governmental entity shall qualify for Parks and Recreation Impact Fee contribution in lieu/credits.

Until such time as the Civic Parcel conveyance and Cultural Affairs Contribution has been made and impact fee credits have been assigned to the Project by the City, the Developers shall provide a bond, letter of credit, or other surety in a form mutually acceptable to the City and Developers, for an amount equal to that portion of the Parks and Recreation Impact Fee to cover the cost of the Parks and Recreation impacts generated by building permits sought for residential buildings. Once the conveyance

of the Civic Parcel has occurred and the Cultural Affairs Contribution has been made, the City shall issue building permits in conformity with its Parks and Recreation Impact Fee, based on credits granted for the Civic Parcel dedication and Cultural Affairs Contribution and no further surety shall be required to address Parks and Recreation Impact Fee obligations for the issuance of a building permit within the Project. Said surety shall be released by the City within sixty days following the conveyance of the Cultural Affairs Conveyance.

- c) School Site / School Impact Fees. It is expressly understood that this Project is subject to both Miami-Dade County School Impact Fees and School Concurrency regulations. In that regard, the Developers understands that the Property will be platted in its entirety in the future and, prior to final plat approval the City and Miami Dade County School Board will determine the Project's concurrency status, in accordance with the interlocal agreement between the City and Miami Dade Public Schools (the "School Board").

An approximately seven (7±) acre Civic / School Site is contemplated on the Conceptual Master Plan in the Pattern Book (a portion of Phase 2B). The Developers agree that, in order to address the impacts of the Project on educational facilities, the Developers shall provide a site for use as a public, charter, or private school, unless mutually agreed to by the Developers and the City. The Developers and City recognize that the determination whether this School Site may be conveyed to the Miami-Dade County School Board for use as a public or charter school, or anyone else, as a private or public/charter school will likely occur following the granting of the Public Approvals, and most likely at the time of final plat approval. It is expressly agreed by the City and Developers that the School Site may be used for a public/charter or private school or, failing that, if the School Board and City determine that neither wants the School Site for use as a public/charter school, for either a private school or for residential use at a scale, orientation and density consistent with the adjacent parcels to the east and west (provided that the maximum residential density for the Project does not exceed 2,209 dwelling units). The Developers are not obligated to convey the school site to the School Board or the City, unless it receives a credit or contribution in lieu of fee pursuant to the County's Educational Facilities Impact Fee or School Concurrency regulations, though it may do so at its sole discretion. It is expressly understood that the Developers may elect, instead, to address the educational facility impacts of the Project in any manner available under law.

- 14. Alternative Commuter Programs. In order to further address the impacts of the proposed Project on the City and regional roadways, the Developers shall encourage notification of alternative commuter options. The Developers shall provide alternative commuter program information to its contractors and employees during construction. The alternative commuter program information shall, in good faith, promote the following, as may be reasonably available:

- a) Marketing and Transit Information Programs. Transit and traffic congestion marketing and educational programs obtained from South Florida Commuter Services (SFCS), the City of Doral and Miami-Dade County will be distributed to owners of commercial and office buildings to promote travel reduction strategies for employees. Some of the programs offered by the SFCS include transit, ridesharing, carpooling and vanpooling matching

services, and emergency ride home.

- b) Preferential Parking. Provision of preferential parking spaces and treatments for carpool and vanpool vehicles to be designated within close proximity to the main entrances of commercial and office buildings.
 - c) Work Hours and Telecommuting. Provide to commercial and office building owners documentation promoting the following strategies with the purpose of spreading the demand for travel at peak-periods.
 - i) Staggered Work Hours. Different work groups are assigned to begin work at different times.
 - ii) Flex-Time. Employees are allowed to choose their own working schedules within company guidelines.
 - iii) Compressed Work Week. Employees are allowed to work four ten-hour days.
 - iv) Telecommuting. The Developers will encourage commercial and office tenants to promote employees working from home or at satellite offices.
 - d) Bicycle Facilities. The Developers will provide additional width for bicyclists along the Main Boulevard, Entry Road, and Spine Road pursuant to Chapter 4 of the Pattern Book. Bike racks will be provided at selected locations within the Project.
15. Reservation or Dedication of Land. Except as otherwise provided herein and pursuant to applicable subdivision regulations and the reservations of land described in this First Amended Agreement, the Developers shall not be required to dedicate or reserve any land within the Property for public purposes. Those parcels shown for such uses in the Pattern Book, which are not used for such purposes, may be developed for those uses consistent with the adjacent parcels shown in the Pattern Book and Project Approvals.
16. Reservation of Development Rights. For the Term of this First Amended Agreement, the City hereby agrees that it shall permit the Development of the Project in accordance with the Project Approvals and existing laws and policies as of the Effective Date of this First Amended Agreement, which are or may be applicable to the Property, and subject to the conditions of this First Amended Agreement. The Property shall not be subject to downzoning, unit density or commercial or office intensity reduction or any other limitation upon the Development rights in effect upon the Effective Date of this First Amended Agreement and during the Term of this First Amended Agreement. However, nothing herein shall prohibit an increase in developmental density or intensity within the Project in a manner consistent with the City's Comprehensive Plan, provided that an increase in density shall result in pro rata adjustments to the impact fee benefits.

The expiration or termination of this First Amended 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 estoppel, obtained or held by the Developers or their successors or assigns to continue development of the Project in conformity with all the Project

Approvals and all prior and subsequent Development Permits or Development Approvals granted by the City, including, but not limited to, those rights granted under the City's Comprehensive Plan and Land Development Regulations.

17. **Binding Effect.** The rights and obligations set forth in this First Amended Agreement shall run with and bind the Property as covenants running with the Property, and this First Amended Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees and assigns, and a copy of this First Amended 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 First Amended Agreement.
18. **Governing Laws.** This First Amended 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 First Amended Agreement.
19. **Entire Agreement / Amendment, Modification or Release.** This First Amended Agreement sets forth the entire agreement and understanding between the parties hereto relating in any way to the subject matter contained herein and merges all prior discussions between the Developers and the City. Neither party shall be bound by any agreement, condition, warranty or representation other than as expressly stated in this First Amended Agreement and this First Amended Agreement may not be amended, modified or released except by written instrument signed by the City and the Developers (or their successors and assigns, which may include, but not be limited to a Community Development District and/or a master property owners' association with appropriate authority over the Property), provided that, except for minor amendments to the Pattern Book that may be approved pursuant to the City's Land Development Regulations and Comprehensive Plan, such amendment, release or change has been approved by the City after public hearing, pursuant to Sections 163.3225, and 163.3229, Florida Statutes.
20. **Enforcement.** In the event that the Developers, their successors and/or assigns fails to act in accordance with the terms of the Project Approvals, the City shall seek enforcement of said violation upon the tract/building site or portion of that tract in which the violation is alleged to occur and not the entire Property. Enforcement of this First Amended Agreement shall be by action against any parties or person violating, or attempting to violate, any covenants set forth in this First Amended Agreement.
21. **Cumulative Remedies.** Nothing contained herein shall prevent the Developers from exercising their rights and remedies may have under law.
22. **Prevailing Party.** The prevailing party in any action or suit pertaining to or arising out of this First Amended 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.

23. Severability. If any Section, sentence, clause, paragraph, or phrase of this First Amended Agreement is to be invalidated or deemed unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Agreement.

24. Recordation of the Agreement. Within 14 days after the City executes this First Amended Agreement, the Developers shall record the First Amended Agreement with the Clerk of the Circuit Court of Miami-Dade County. A copy of the recorded First Amended Agreement shall be submitted to the state land planning agency within 14 days after the First Amended Agreement is recorded. This First Amended Agreement shall not be effective until it is properly recorded in the public records of Miami-Dade County and until 30 days after having been received by the state land planning agency pursuant to Section 163.3239, F.S. (2010). The burdens of the First Amended Agreement shall be binding upon, and the benefits of this First Amended Agreement shall inure to, all successors in interest to the parties to the First Amended Agreement. The foregoing timeframes contained in this paragraph may be extended by the Director of Planning and Zoning, her/his successor(s) and/or designee.

The Developers agree that it shall be responsible for all recording fees and other related fees and costs related to the recordation and delivery of this Agreement as described in this section. Whenever an extension of any deadline is permitted or provided for under the terms of this First Amended Agreement, at the request of the either party, the other party shall join in a short-form recordable memorandum confirming such extension to be recorded in the public records of Miami-Dade County.

[Signature Page Follows]

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

ATTEST:

**CITY OF DORAL, FLORIDA,
a Florida municipal corporation**

City Clerk

By: _____

_____ day of _____, 2016

Approved as to form and legality
By office of City Attorney for
The City of Doral, Florida

City Attorney

WITNESSES:

DEVELOPER:

**CC Homes at Doral, LLC,
a Delaware limited liability company**

Signature

Print Name

By: _____

Signature

Title: _____

Print Name

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

SS.

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____ as _____ of CC Homes at Doral, LLC, a Delaware limited company, on behalf of the company. 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

WITNESSES:

DEVELOPER:

**White Course Lennar, LLC,
a Florida limited liability company**

Signature

Print Name

By: _____

Signature

Title: _____

Print Name

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

SS.

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____ as _____ of White Course Lennar, LLC, a Florida limited company, on behalf of the company. 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

WITNESSES:

DEVELOPER:

**CC-WCD TIC, LLC,
a Delaware limited liability company**

Signature

Print Name

By: _____

Signature

Title: _____

Print Name

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

SS.

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____ as _____ of CC-WCD TIC, LLC, a Delaware limited company, on behalf of the company. 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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

The Southeast quarter (S.E. 1/4) of the Southwest quarter (S.W. 1/4) and the Southwest quarter (S.W. 1/4) of the Southeast quarter (S.E. 1/4) and the Southwest quarter (S.W. 1/4) of the Southwest quarter (S.W. 1/4) of Section 22, Township 53 South, Range 40 East, Dade County, Florida.

TOGETHER WITH:

The South half (S. 1/2) of the Northwest quarter (N.W. 1/4) of the Southwest quarter (S.W. 1/4) and the South half (S. 1/2) of the Northeast quarter (N.E. 1/4) of the Southwest quarter (S.W. 1/4) and the South half (S. 1/2) of the Northwest quarter (N.W. 1/4) of the Southeast quarter (S.E. 1/4), all in Section 22, Township 53 South, Range 40 East, Dade County, Florida.

LESS:

The Southeast quarter (S.E. 1/4) of the Northwest quarter (N.W. 1/4) of the Southeast quarter (S.E. 1/4) of Section 22, Township 53 South, Range 40 East, Dade County, Florida.

ALSO LESS:

The East half (E. 1/2) of the Southwest quarter (S.W. 1/4) of the Southeast quarter (S.E. 1/4) of Section 22, Township 53 South, Range 40 East, Dade County, Florida.

ALSO LESS:

The South 80 feet of the Southwest quarter (S.W. 1/4) of Section 22, Township 53 South, Range 40 East, Dade County, Florida.

ALSO LESS:

The South 80 feet of the West half (W. 1/2) of the Southwest quarter (S.W. 1/4) of the Southeast quarter (S.E. 1/4) of Section 22, Township 53 South, Range 40 East, Dade County, Florida.

ALSO LESS:

That portion of the Plat of DORAL RIGHT OF WAY, according to the Plat thereof as recorded in Plat Book 104, Page 93, of the Public Records of Dade County, Florida, lying East of the West line of the Southwest quarter (S.W. 1/4) of Section 22, Township 53 South, Range 40 East, Dade County, Florida.

ALSO LESS:

A Parcel of land lying in the S.W. 1/4 of Section 22, Township 53 South, Range 40 East, being more particularly described as follows:

COMMENCE at the southwest corner of said Section 22; thence run North, along the west line of the S.W. 1/4 of said Section 22 and along the centerline of N.W. 87th Avenue as shown on the plat of DORAL RIGHT OF WAY, Plat Book 104, Page 93, for a distance of 103.05 feet to a point; thence run East for a distance of 40.00 feet to a point on the east right-of-way line of said N.W. 87th Avenue and the POINT OF BEGINNING of the following described parcel of land; thence run North, along said easterly right-of-way line of N.W. 87th Avenue, for a distance of 206.95 feet to the point of curvature of a circular curve to the right having a radius of 1,869.86 feet; thence run Northeasterly, along said east right-of-way line of N.W. 87th Avenue and along the arc of said curve for a distance of 183.57 feet, through a central angle of 5°37'30" to the point of tangency; thence run North 05°37'30" East, along said east right-of-way line of N. W. 87th Avenue, for a distance of 300.00 feet to the point of curvature of a circular curve to the left having a radius of 1,949.86 feet; thence run Northerly, along said east right-of-way line of N.W. 87th Avenue and along the arc of said curve, for a distance of 326.91 feet, through a central angle of 9°36'22" to a point; thence run North 87°45'52" East for a distance of 134.24 feet to a point; thence run South 53°14'24" East for a distance of 200.00 feet to a point; thence run South 01°45'36" West for a distance of 665.00 feet to a point; thence run South 88°14'24" East for a distance of 630.00 feet to a point; thence run North 01°45'36" East for a distance of 239.29 feet to a point; thence run North 78°45'36" East for a distance of 75.00 feet to a point; thence run South 11°14'24" East for a distance of 540.00 feet to a point on the north right-of-way line of N.W. 41st Street; thence run North 88°14'24" West, along the north right-of-way line of N.W. 41st Street and along the line parallel to and 80.00 feet North of the south line of the S.W. 1/4 of said Section 22, for a distance of, 1,109.20 feet to the point of curvature of a circular curve to the right having a radius of 25.00 feet; thence run Northwesterly, along the east right-of-way line of the aforementioned N.W. 87th Avenue and along the arc of said curve, for a distance of 38.50 feet, through a central angle of 88°14'24" to the point of tangency and the POINT OF BEGINNING.

Said lands lying in Dade County, Florida, containing 130.15 acres more or less.

EXHIBIT B

PATTERN BOOK

EXHIBIT C

REPRESENTATIVE TRIP GENERATION RATES

EXHIBIT D

LIST OF PROJECT APPROVAL DOCUMENTS

- I. CITY OF DORAL ORDINANCE NUMBER _____.
- II. PATTERN BOOK.
- III. MASTER DEVELOPMENT AGREEMENT
- IV. LAND DEVELOPMENT REGULATIONS IN EFFECT AS OF THE EFFECTIVE DATE.
- V. COMPREHENSIVE PLAN IN EFFECT AS OF THE EFFECTIVE DATE.

EXHIBIT E
IMPACT FEES

EXHIBIT F
TRIANGLE PARCEL



PATTERN BOOK

Downtown Doral South



March 2016



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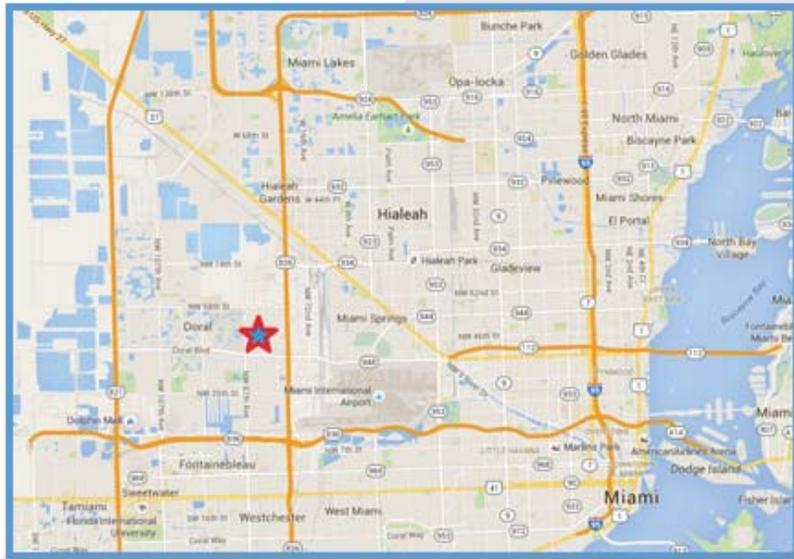
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General Project Information

CHAPTER 1

1.0 General Project Information



1.1 Project Location

Downtown Doral South consists of the 130.1-acre property (“Property”) generally located north of NW 41st Street, east of NW 87th Avenue, west of theoretical NW 80th Avenue, and south of Downtown Doral in the City of Doral, Florida. The legal description of the Property is attached as Attachment 1 to this Pattern Book.

1.2 Background Information

The Property, a former golf course known as the Great White, is currently designated Downtown Mixed Use (“DMU”) on the Future Land Use Map of the City of Doral Comprehensive Development Master Plan and is zoned DMU, after receiving an approval for its redevelopment pursuant to City of Doral Ordinance Number 2012-09, adopted by the City of Doral on March 28, 2012 (the “Original DMU Approval”). The Original DMU Approval authorized development of a project known as The White Course, which authorized the development of the following:

Original DMU Approval

USE	PROGRAM
Retail/Restaurant	160,748 s.f. gla
Office	850,805 s.f. gla
Residential	2709 dwelling units
Civic/Municipal	164,790s.f.gla
Public Recreation Area / Amphitheater	10.1 Acres
School	2.5 Acres

As part of the Original DMU Approval, the City of Doral and then Owner/Developer of the Property (MSR Resort Hotel, L.P.) entered into a Master Development Agreement recorded in Official Records Book 28099 at Page 22 of the official records of Miami Dade County, Florida (the “Original MDA”).

This document proposes to modify the Original DMU Approval and the Original MDA to (i) facilitate the development of Downtown Doral South with the program detailed in this Pattern Book, as specifically outlined in Section 1.3, and in accordance with the design criteria provided in this document, and (ii) provided for an Amended and Restated Master Development Agreement for Downtown Doral

1.3 Pattern Book

This pattern book, along with the Amended and Restated Master Development Agreement for Downtown Doral South, shall constitute the express and exclusive Urban Design Guidelines and Conceptual Development Plan for the development of the Property to be known as Downtown Doral South ("Project"). Their contents are intended to establish an urban vocabulary that illustrate and establish the urban design and appearance of the Project and to meet the requirements of sections 68-707. The Downtown Doral South development program contemplates a change from the development program for the Original DMU Approval, as follows:

Downtown Doral South Development Program	
USE	PROGRAM
Retail/Restaurant	30,000 s.f. gla
Office	150,000 s.f. gla
Residential	2209 dwelling units
Publicly Accessible Rec. Area	7.6 acres
Performing and Visual Arts Auditorium/School	+/- 7 Acres

Certain graphics contained within this Pattern Book show the relationship between Downtown Doral and Downtown Doral South. Please note that those graphics are intended to provide an understanding of the relationship between the two projects, but should not be construed as binding upon the Downtown Doral project. These graphics, however, shall be considered as part of the land development regulations associated with Downtown Doral South. Included in this Pattern Book are the following:

- a. A statement of the general design the Project
- b. Pedestrian and vehicular circulation
- c. Streetscapes plans and controls
- d. Detailed controls for the scale and proportion of the built form
- e. Detailed controls for the scale and design of the open space
- f. Parking lot design and traffic controls
- g. Overall landscape controls
- h. Architectural design guidelines
- i. Conceptual Development Plan

1.4 Amended & Restated Master Development Agreement

As noted above, Downtown Doral South is to be developed in accordance with this Pattern Book and Amended and Restated Master Development Agreement for Downtown Doral South, which is intended to be adopted in a manner consistent with the previously approved Original MDA, pursuant to Chapter 163, Florida Statutes and section 68-708 of the City of Doral Land Development Regulations.

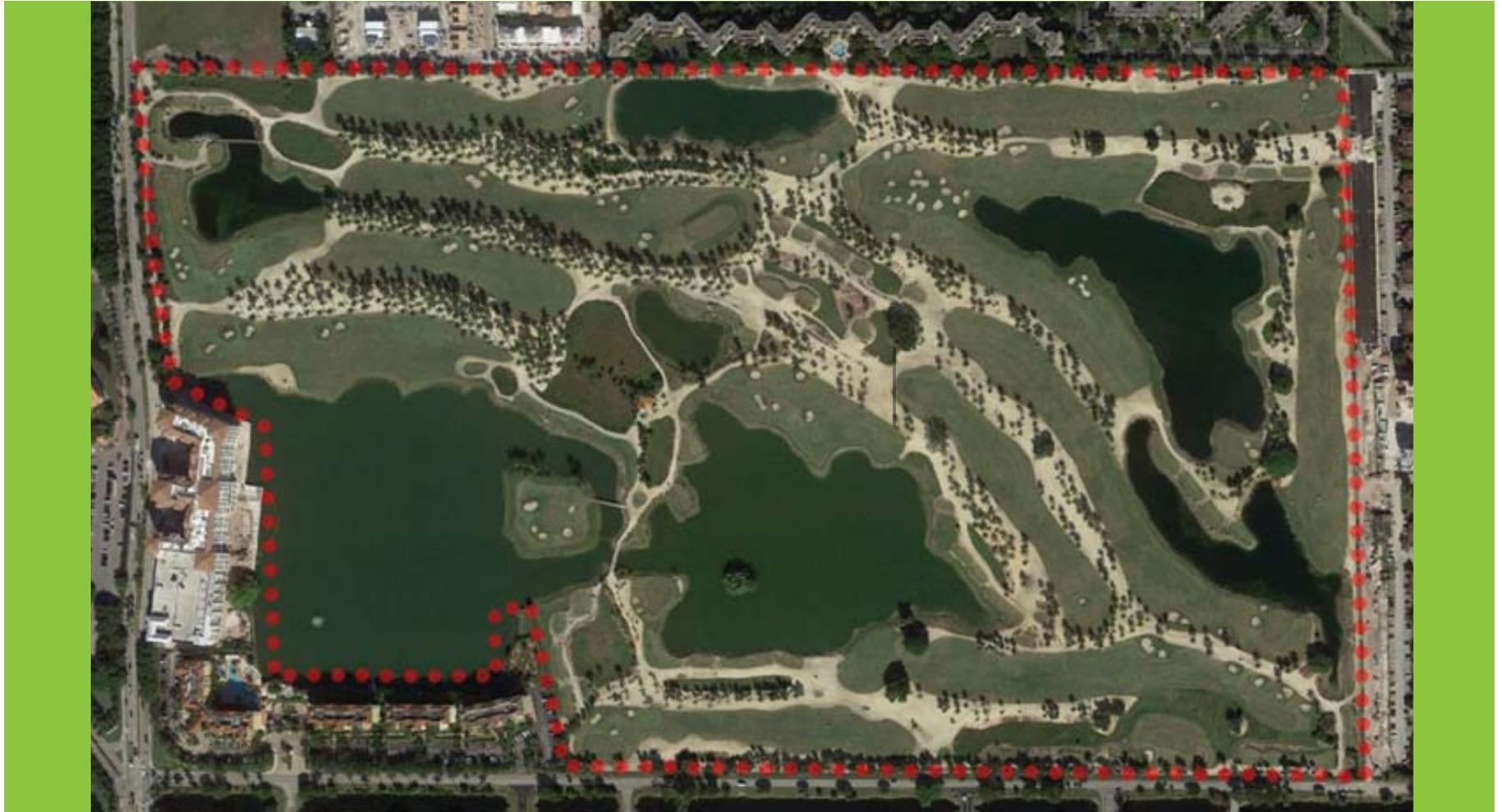
*Residential users may include and not be limited to various housing options including single-family and multi-family units in various forms of tenancy.

1.5 Description of Property & Existing Aerial View

The 130.1-acre Downtown Doral South site is located in the City of Doral, Florida. Until recently, the property operated as a golf course, with the predominant feature being the coquina-sand rough areas. Downtown Doral South is adjacent to the Downtown Doral mixed-use project, to the northwest of the existing site. To the west, it is bounded by NW 87th

Avenue (4-lane divided roadway).

A large lake borders the site to the southwest, across which are visible several mid-rise resort and multi-family buildings. The southern boundary of the site is NW 41st Street (2-lane roadway) and the Dressel's Dairy Canal. To the east and northeast, existing multi-family dwellings border the site.



1.6 Comprehensive Plan Compliance

Downtown Doral South was designed to enhance design excellence by exceeding the minimum standards contained in the City of Doral Comprehensive Plan and Land Development Code, as highlighted below:

GREEN ELEMENT POLICIES:

- Promote viable mixed use development
- Place higher densities closer to transit stops, exceeding the minimum transit viability density of 7 units per acre
- Integrate pedestrian and bicycle facilities into the project, including access to adjacent bike paths (per the Bikeway Network Plan) and installation of secure bike racks
- Reduce surface 'heat islands' by reducing parking fields
- Preserve and increase the tree canopy coverage by providing landscaped open spaces
- Provide multi-story, cluster housing
- Conserve water conservation by installing automatic irrigation systems with rain sensors
- Land Use Element policies:
- Provide more than the minimum 10% landscaped open space--(Policy 2.1.1)
- Provide a public road system throughout the project, with multiple connections to separate links of the surrounding public road system--(Policy 2.1.10)
- Discourage sprawl by encouraging compact development, mixed uses, and efficient use of public resources, while protecting single-family neighborhoods--(Policy 2.1.13)
- For townhouses, provide a fee simple ownership structure; garages, ample parks and open spaces, and a well-landscaped, architecturally pleasing façade (Policy 2.2.9)
- Help the Miami-Dade County School Board provide the high-quality elementary and secondary education facilities and resources necessary to fully meet the future needs of Doral's population(Objective 2.4)
- Solar Reflective Index
- Stormwater Retention
- Low Impact Development Principles

TRANSPORTATION ELEMENT POLICIES:

- Implement recommendations of the Doral 2010 Transportation Master Plan
- Ensure safe, convenient on-site traffic flow--(Policy 3.1.3)
- Provide a safe, convenient, continuous, and comfortable pedestrian environment--(Objective 3.4)

HOUSING ELEMENT POLICIES:

- Promote a balance of housing types, densities, and ownership opportunities--(Policy 4.1.4)
- Encourage TND features such as live-work units and single-room occupancy and accessory apartments--(Policy 4.1.7)

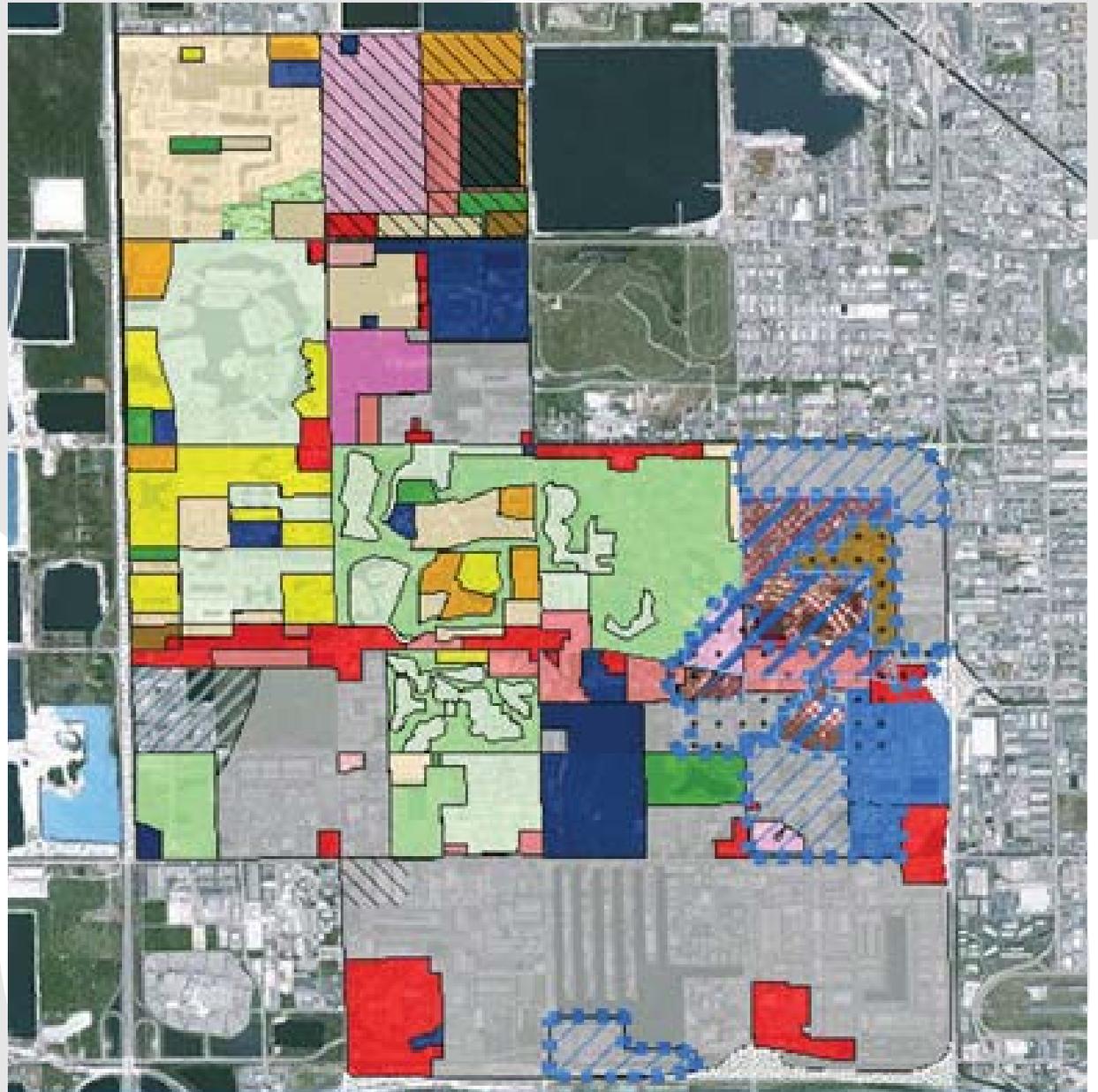
PARKS AND RECREATION ELEMENT POLICIES:

- Provide at least 50% of its parks LOS impacts on-site as developed public parks and open space--(Policy 7.1.2)
- Encourage an increased sense of community by providing an amphitheater--(Policy 7.1.7)
- Provide bike racks/public parking near open spaces and recreational areas--(Objective 7.2)

LAND DEVELOPMENT CODE REQUIREMENTS:

- Exceed minimum pedestrian access way widths--(Ch. 77, Art. II)
- Provide public artwork at no cost to the City -(Ch. 75)
- Exceed minimum landscape requirements in all areas--(Ch. 71, Art. V1)

1.7 Future Land Use Map





1.8 Enhanced Design Elements

Downtown Doral South has been designed to extend and enhance the design elements which are already being implemented in Downtown Doral.

1. URBANISM

a. The project contributes to creating a neighborhood that is diverse, compact and pedestrian friendly. The Project will create a compact neighborhood with the use of multiple high density land uses. The neighborhood layout encourages pedestrian activity with pedestrian access adjacent to all uses, attractive walkways and lush landscaped commons.

b. The project creates opportunities for daily living activities within walking distance. With a large area of Retail, Office, and Civic space, residents have the ability to work, shop, dine, and attend school and community events without leaving the Downtown Doral South / Downtown Doral community.

c. The project includes a civic and/or cultural component reinforcing the community identity. The community will contain communal features to encourage planned and unplanned events alike. Similar to the Downtown Doral Park, Downtown Doral South's amphitheater will house a range of organized events. Public art, similar in theme with Downtown Doral, will also enhance the cultural experience. Meanwhile, the community clubhouse, parks, and landscaped walkways will provide the backdrop for resident interaction and formation of the community's identity.

2. DESIGN EXCELLENCE

a. Design and material selections will fit with South Florida's natural urban climate. As detailed in this Pattern Book, the design and materials are intended to extend urban core created by Downtown Doral.

b. Materials contribute to the longevity of the project. The flexibility of architectural design encouraged within Downtown Doral South is intended to provide a variety of styles, such as Contemporary, Mediterranean, Santa Barbara, etc. This variation will allow the community to achieve a timeless look.

c. The project contributes to the encouragement of public arts in some

manner. As with Downtown Doral, the open spaces and focal points of Downtown Doral South will further the City's public arts initiative.

d. The project demonstrates innovation with respects to architecture, green design, landscaping and urban form. This Pattern Book illustrates how the Downtown Doral South Project exemplifies innovative design.

3. SCALE, CONNECTIONS AND CONTEXT

a. The Project integrates into the existing neighborhoods by providing vehicular and pedestrian connections. Vehicular, bicycle and pedestrian connections through the Downtown Doral South project provide a seamless journey from Downtown Doral to NW 41st Street, and will (upon further development within the DMUOA) provide a complete network of multi-modal connectivity for future residents to enjoy.

b. The Project incorporates opportunities for public transportation enhancement and connections. The proximity to public transportation stops, including the City of Doral trolley, will easily connect residents to destinations outside of the community. Transit routes and stop locations will be finalized at the time of Site Plan Approval.

c. The overall scale of the development is consistent with the existing land use patterns or future land uses for the neighborhood. As the rendered massing study exhibits, the scale of development transitions from the highest densities in north and west, to the moderate density in the east. This pattern is intended to be harmonious with the adjacent land use patterns.

d. To the greatest extent possible, the Project connects to the existing surrounding ecology, and provide for logical connections. The Downtown Doral South project anchors Paseo Doral at the large existing lake, providing the entire Downtown Doral mixed-use area with access and vistas of the lake, a central feature of the Property.

1.10 Rendered Massing Study

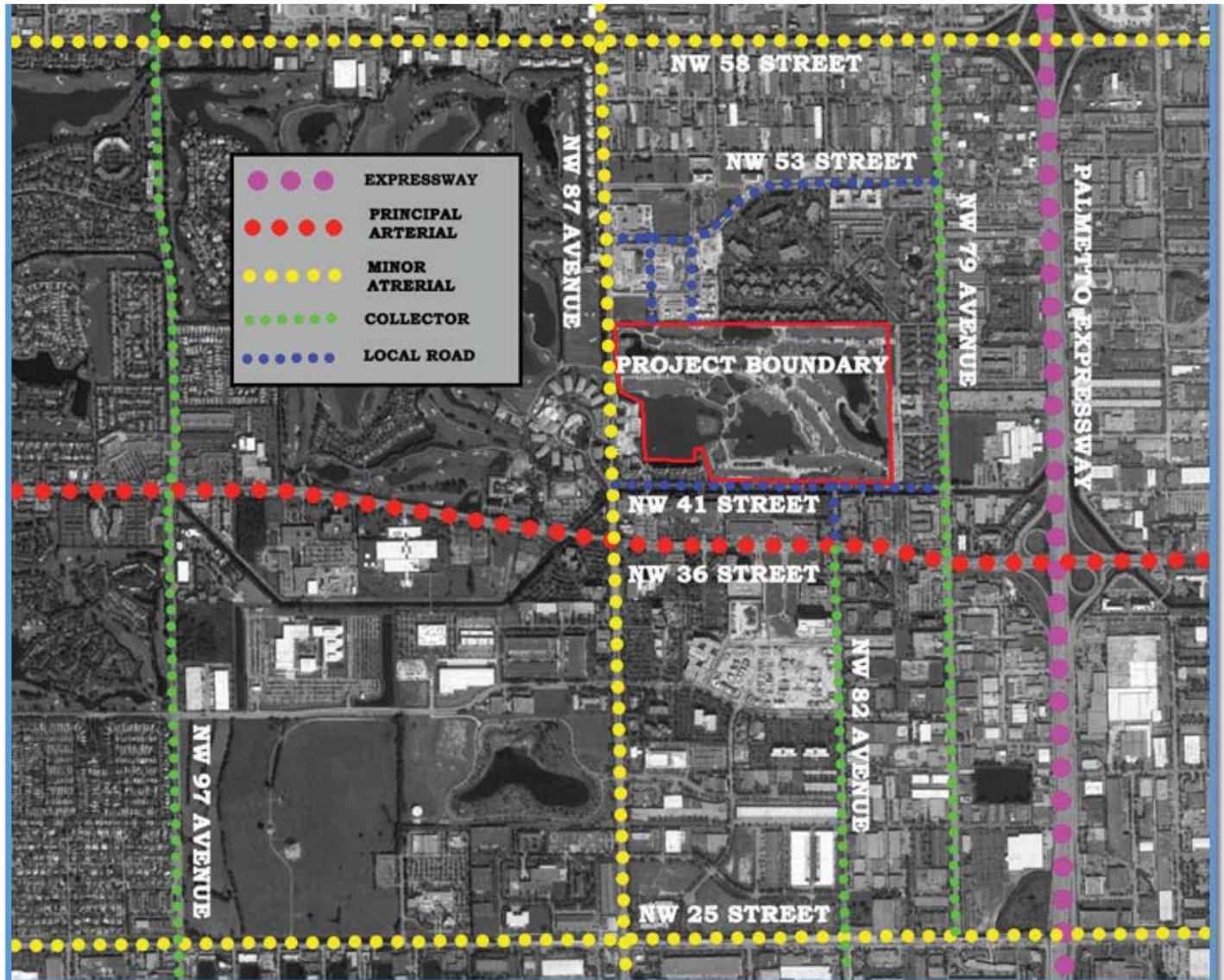


The Downtown Doral South project represents a unique opportunity for the City of Doral to enhance and expand the existing downtown doral development. the intelligent mixture of restaurants, shopping, business opportunity, upscale residences, and the City's civic center has made the Downtown Doral project an incredible success story. Now, by nearly doubling the size of the city's heart, the combined Downtown Doral/Downtown Doral South Project can help the City of doral create a seamless downtown urban core. The combined developments will offer the full spectrum of residential opportunities, all within walking distance of the retail and office elements.

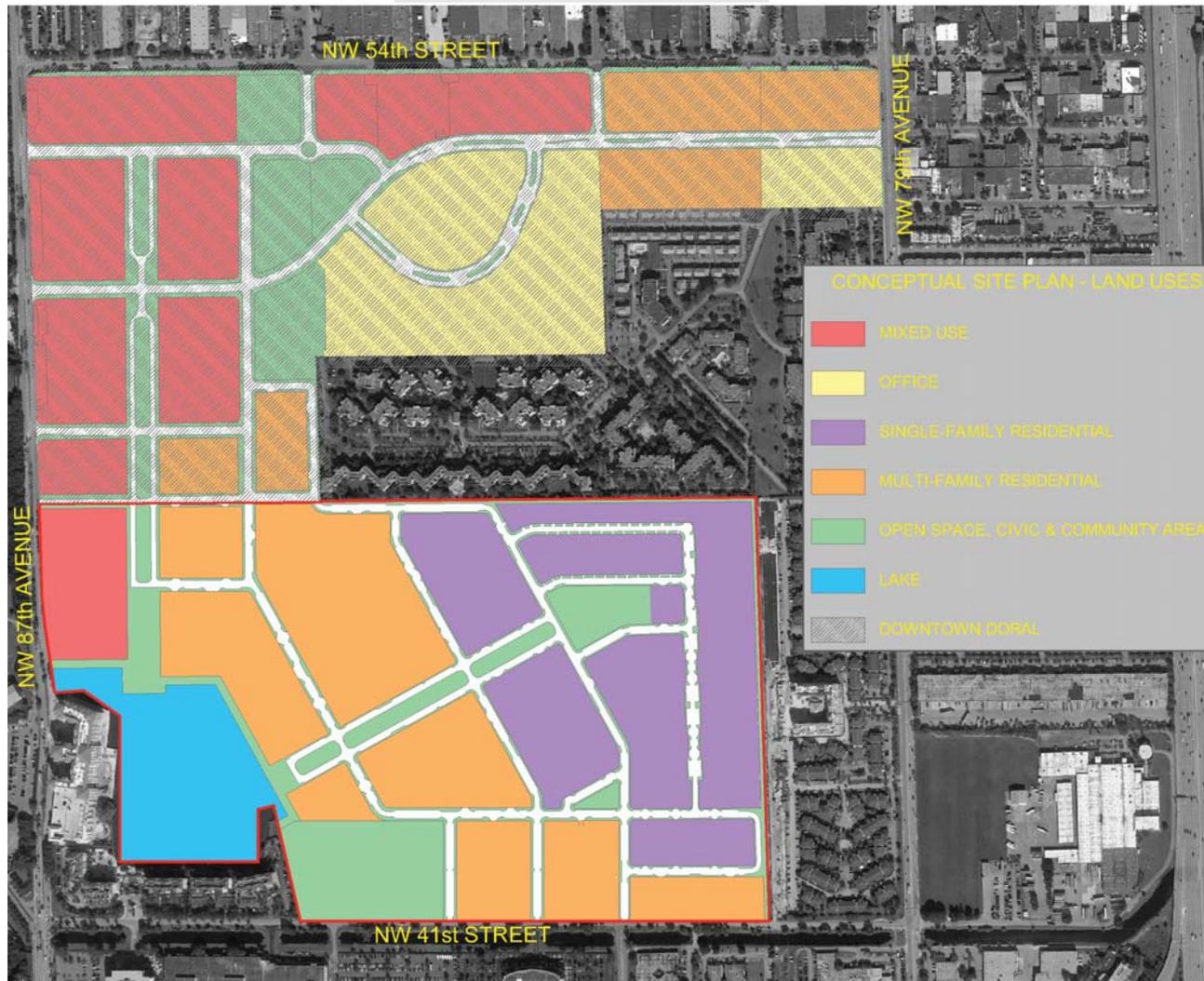
The rendered massing study was developed to demonstrate the development program while providing connectivity, open space, and amenities as detailed in this Pattern Book. the specific location and layout of proposed buildings and uses shall be determined at the time of site plan approval.

1.11 Site Access Plan

The site access plan depicts the project boundary in relation to the surrounding public rights of way. The functional classification of each right of way is identified based on the City of Doral 2010 Transportation Master Plan. This plan highlights the 'missing link' connecting downtown Doral to NW 82 Avenue, which will be completed by the Downtown Doral South project.



1.12 Conceptual Master Plan-DMU Neighborhood



Immediately evident from the Conceptual Site Plan is the diversity of uses within the Downtown Doral South & Downtown Doral community. The combined plan provides the following development mix:

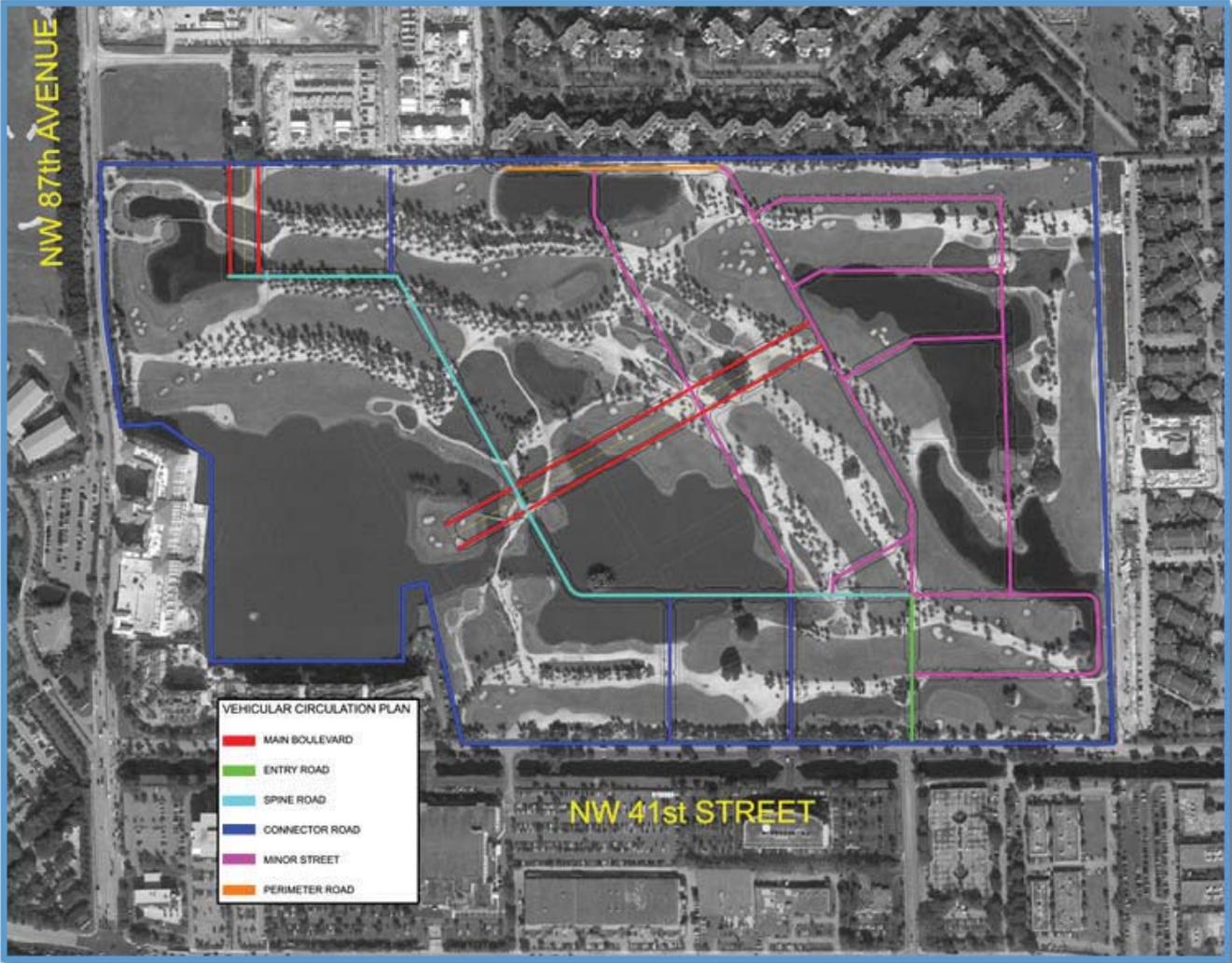
- RETAIL: 233,895 SF GLA
- OFFICE: 1,950,000 SF GLA
- RESIDENTIAL: 5,549 DU
- MUNICIPAL/CIVIC: 60,000 SF
- RECREATIONAL: +/-7.6 ACRES
- VISUAL & PERFORMING ARTS CENTER/SCHOOL: +/-7 ACRES (Includes School Grades 6-12), 800 STUDENTS (Grades K-5)

NOTES:

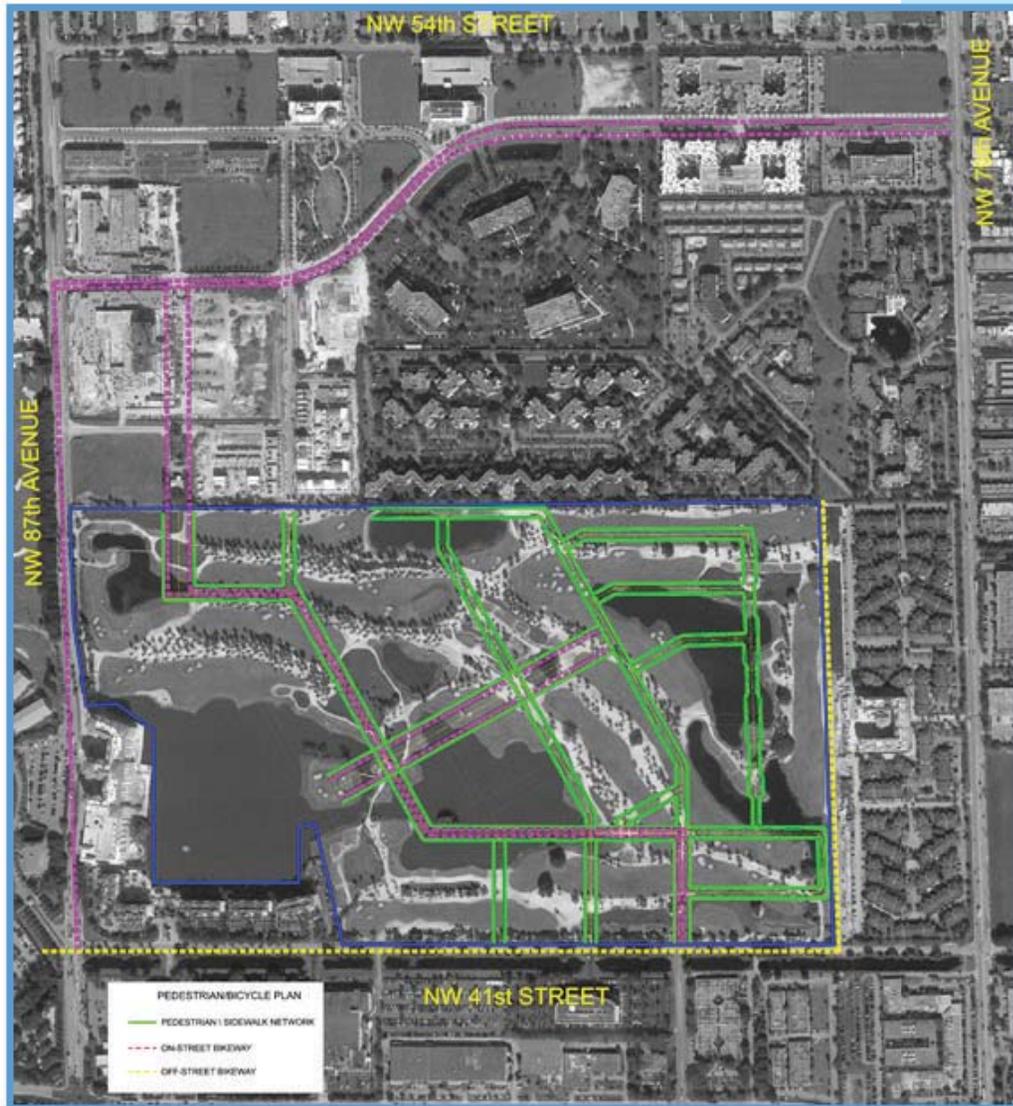
1. The Downtown Doral community is shown for connectivity purposes only. Uses within Downtown Doral are governed by the Downtown Doral Urban Regulations, as adopted by the City of Doral Council on August 23, 2006.
2. Lake area may vary based on storm water management requirements. Final size/configuration to be determined during the administrative site plan approval process.

1.13 Circulation Plan

The community provides multiple vehicular and pedestrian connections from Downtown Doral to NW 41st Street and (via NW 82nd Avenue) to NW 36th Street. This multimodal inter-connectivity creates the desired effect of merging the two projects into a single functional community. Additionally, these connections will allow interaction between the Downtown Doral/Downtown Doral South projects and the Downtown Mixed Use Opportunity Area (DMUOA) on the south side of NW 36th Street, relieving some burden from NW 87th Avenue and NW 79th Avenue.



1.14 Bicycle Circulation Plan



The Downtown Doral and Downtown Doral South communities provide bicycle connectivity through the use of dedicated bike lanes on project streets (as shown), and by providing an on-site bicycle and pedestrian network of non-vehicular use areas.

NOTES:

1. The Downtown Doral community is shown for connectivity purposes only. Uses within Downtown Doral are governed by the Downtown Doral Urban Regulations, as adopted by the City of Doral Council on August 23, 2006, as amended.
2. The off-site bikeways depicted on this plan are future improvements planned by the City of Doral, as set forth on the City of Doral Bikeway Network Plan. These improvements are shown only to highlight the connections provided by the on-site bike lanes to and from these future routes.



1.15 Roadway Hierarchy Plan



SECTION A-A
BOULEVARD ROADWAY
R/W WIDTH = 150'

SECTION B-B
PRIMARY ROADWAY
R/W WIDTH = 80'

SECTION C-C
PRIMARY ROADWAY
R/W WIDTH = 70'

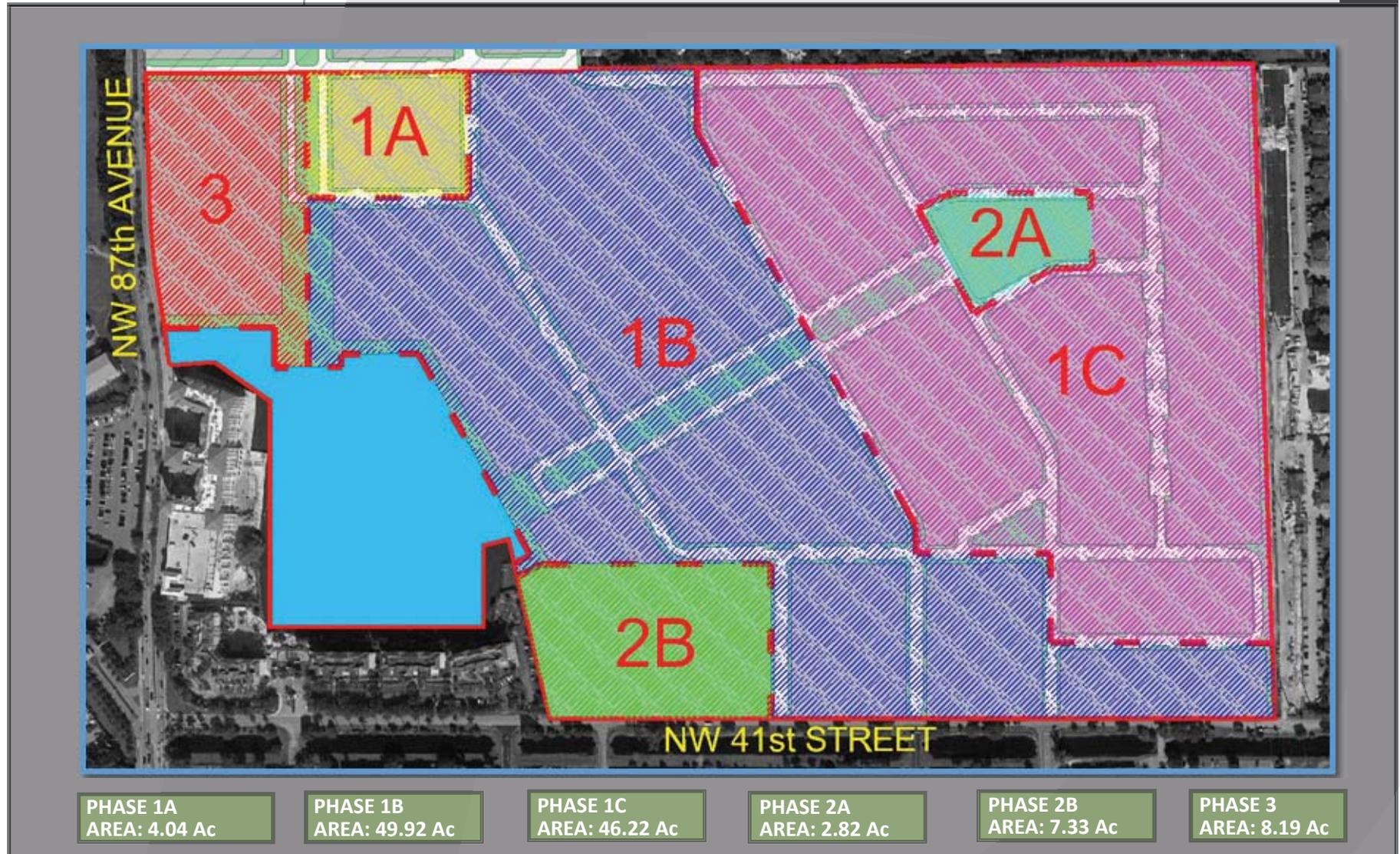
SECTION D-D
PRIMARY ROADWAY
R/W WIDTH = 60'

SECTION E-E/F-F/G-G/H-H
MINOR ROADWAY
R/W WIDTH VARIES 68'-50'

SECTION I-I/J-J
PERIMETER ROADWAY
R/W WIDTH VARIES = 59'-40'



1.16 Phasing Plan



NOTE: Final configuration and sizes of parcels may vary. Phasing subject to modifications, as parcels may be developed in accordance with market demand for different product types. Timing of phases may vary subject to market influences and fluctuations.



Landscaping +Open Space+ Common Elements

CHAPTER 2

2.0 Open Space /Overall Landscape Controls

2.1 Open Space Guidelines

Approximately 17.6 acres shall be set aside as common open space in an urban environment. These shall be landscaped or natural open areas located in the built environment such as plazas, pocket parks, boulevard medians, and the lakefront promenade. Open space shall be used for social, passive recreational, civic, stormwater and/or natural environmental purposes. Amenities within open spaces may include benches, trails and pathways.

2.2 Open Space Management

All parks and open space will be owned and maintained by an approved homeowner's association, community development district, or the City of Doral. Open space improvements shall be constructed by the developer or by an approved community development district. The amphitheater may be utilized for outdoor concerts, exhibits, farmers markets, and other community gatherings. The pocket parks, plazas, and landscaped boulevards will provide a restful gathering space next to the sidewalk throughout Downtown Doral South. Streetscape improvements will include wide sidewalks, landscape planting beds, and tree canopy to provide shade and character to the street experience.

2.3 Buffers and Visual Screening

Landscaping will be utilized to enhance the overall aesthetic quality of the development. Though main roads will not contain landscape buffers, dense plantings will be placed strategically along and between buildings to break up building frontages. Perimeter buffers, where required may include trees, shrubs, hedges, grasses, or fences/walls in order to benefit both the site and the adjacent uses.



2.4 Open Space Plan



The open space plan depicts how the development parcels are inter-connected by pedestrian and bicycle-accessible open spaces. A grid of linear landscape mews extend from the lakewalk, throughout the Downtown Doral South Project. Though the exact layout/dimensions of each open space will be determined at the time of Site Plan Approval, the theme of interconnectivity through open spaces shall be maintained.

2.5 Street furnishings & Lighting

The street furnishings & lighting for Downtown Doral South shall be consistent with those previously approved for and installed within the Downtown Doral Project. Decorative street signs and lights, like those depicted herein, are intended for the main thoroughfares.

NOTE:
These are conceptual reference images. The final design and selection of features, fixtures and materials will be confirmed at the time of Site Plan Approval.



2.6 Paving Treatments



Asphalt Paving



Decorative Pavers



Colored Concrete

The paving treatments for Downtown Doral South shall be consistent with those previously approved for the Downtown Doral project. Textured or colored pavement, or decorative pavers should be incorporated at points where major pedestrian routes cross roadways. These locations shall be set forth at the time of the Approved Site Plan.

NOTE:

These are conceptual reference images. The final design and selection of features, fixtures and materials will be confirmed at the time of Site Plan Approval.



Decorative Pavers (Roadway)



Tree Grate



Planted Bed





Residential Guidelines

CHAPTER 3

3.1 Residential Guidelines

BUILDING PLACEMENT (MULTI-FAMILY & TOWNHOMES)

- Buildings can be built to the setback line. However, horizontal projections, such as balconies and porches, may expand beyond this line.
- Parking shall be internalized whenever possible, avoiding excessive surface parking between buildings and the street. Parking garages shall be screened from view by providing coverage with screens, louvers, overhangs or a combination thereof and a distinct use of materials in order to maintain a pedestrian friendly street in primary and secondary streets.
- The architectural treatment of the parking structure will be integrated with the overall design composition.
- Maximum building height shall be the maximum allowable within the DMU zoning district of the City of Doral.
- Roof structures are not counted toward building height unless otherwise stated in this Pattern Book
- Town home units shall have three or more units

BUILDING PLACEMENT AND HEIGHT (SINGLE FAMILY)

- Max Height = 45'-0"
- Front Setback = 0'-0" min.
- Side/Interior Setback = 0'0 min.
- Rear Setback = 0'-0" min.
- Building Separation = 10'-0" min.
- Buildings can be built out to the setback line. However, different planes on the building elevations are encouraged. Balconies may project beyond the setback line by no more than 3'-0".
- Parking will be internalized whenever possible, avoiding excessive surface parking between buildings and the street.
- On-street parking may be provided to meet parking requirements.
- Roof structures are not counted toward building height unless otherwise stated in this Pattern Book.



3.1 Residential Guidelines



ORIENTATION TO THE STREET (MULTI-FAMILY & TOWNHOMES)

- Apartments with ground floor access: Main entrances and windows to major rooms should address the street or an open space with pedestrian accessibility. Walkways and private gardens leading to the front door are encouraged. The front door should be a prominent and welcoming feature on the front façade of each unit.
- Building designs that create blank wall conditions should be avoided.

ORIENTATION TO THE STREET (SINGLE FAMILY)

- Front doors and windows to major rooms should address the street or an open space with pedestrian accessibility.
- Walkways which lead to the front door, separate from the driveway, are also encouraged.
- The front door should be a prominent and welcoming feature on the front façade of each unit.

PLACEMENT OF MAIN ENTRANCES (MULTI-FAMILY & TOWNHOMES)

- Residential units with ground floor access: Individual entrances should be visible from the street or an open space with pedestrian connectivity, well-lit and easily accessible.
- Front gardens are encouraged and may be landscaped with varying plant material and hedges.

PLACEMENT OF MAIN ENTRANCES (SINGLE FAMILY)

- Individual unit entrances should be visible from the street or an open space with pedestrian accessibility. They should be well-lit and easily accessible, as well as varied in Architectural character.

3.1 Residential Guidelines

BUILDING EXPRESSION

- Buildings are encouraged to have varying fenestration expression as well as varied treatments or surfaces on the exterior to articulate the building massing.
- At the base of the buildings, building massing should be articulated into distinct planes that are expressed as smaller components or as individual units.
- A 'punched' window or a floor to ceiling glass expression is permitted.
- Well-designed building using high quality materials are preferred. Materials may include but are not limited to glass, aluminum or metal, painted stucco, architectural pre-cast concrete, wood, or natural stone.
- Material selection shall take into account durability and climate sensitivity.
- Building facades shall be articulated to provide opportunities for landscaping.

SECONDARY STRUCTURES

- Porches or covered entrances may encroach into the setback line in the front, rear, or sides of the primary structure.
- Nothing shall prohibit the construction of attached or separate detached garages, mother-in-law flats or live-work offices.

PARKING

- Code-required parking may be provided in garages, off-street parking lots, or on-street parking within the Downtown Doral South community.
- Parking structures and parking lots should be well-designed or reasonably screened from view, wherever possible, by the use of liner units or by providing coverage with screens, louvers, wall, overhangs, landscaping, or a combination thereof.
- The architectural treatment of the parking structure will be integrated with the overall design composition.
- The minimum distance from the street right-of-way line at any ingress or egress driveway to the outer edge of any interior service drive or parking space with direct access to such driveway shall be in accordance

to city code standards.

- Single Family & Townhomes - Two parking spaces shall be provided per unit. Such spaces may be provided within a garage, carport, off-street parking, or on-street parking.
- Condominiums shall have 1 space per unit.



3.1 Residential Guidelines



Typical Cluster Townhouse

ROOFS

- Roofs, if sloped, may be clad in clay tile, painted metal standing seam roofing, concrete tile. Colors may vary depending on the material.
- Gutters, downspouts, and projecting drainpipes shall be made of painted galvanized metal or copper left in its natural color.
- Principal roofs may be flat or sloped and may be accented by decorative roof features. Flat roofs should be surrounded by a continuous horizontal parapet wall, which may have breaks (with metal railing) where adjacent to rooftop deck areas).
- Roof penetrations, including vent stacks, shall be placed back from the principal frontage of the roofs and finished to match the color of the roof.
- Skylights, if provided, should be flat and mounted away from the principal frontage of the roof.
- Roof Deck Standards: Roof deck can include decorative elements such as trellises, water features + landscape elements.

CORNER CONDITIONS

- Main building façade treatment shall wrap around the corner or primary streets and secondary streets and shall meet the required setbacks.

TRASH, WASTE AND RECYCLING

- Within multi-family buildings, trash can be collected through trash chutes located inside buildings, with a central collection area.

SWIMMING POOLS

- Multi-family- swimming pools may be at grade level in designated recreation areas or incorporated on the upper level of the raised parking decks. Such decks shall incorporate landscape elements to provide shade and enhance the overall appearance and views from apartments at upper levels. The use of green roofs is encouraged.
- Single-Family - Pools can be located within 2' from any property line or building. Pool houses must be located within the buildable area.

GREEN BUILDINGS

- All buildings with greater than 25,000 interior SF shall comply with Chapter 63 of the City of Doral Code.

3.1 Residential Guidelines

WINDOWS, DOORS, WALLS & DETAILS

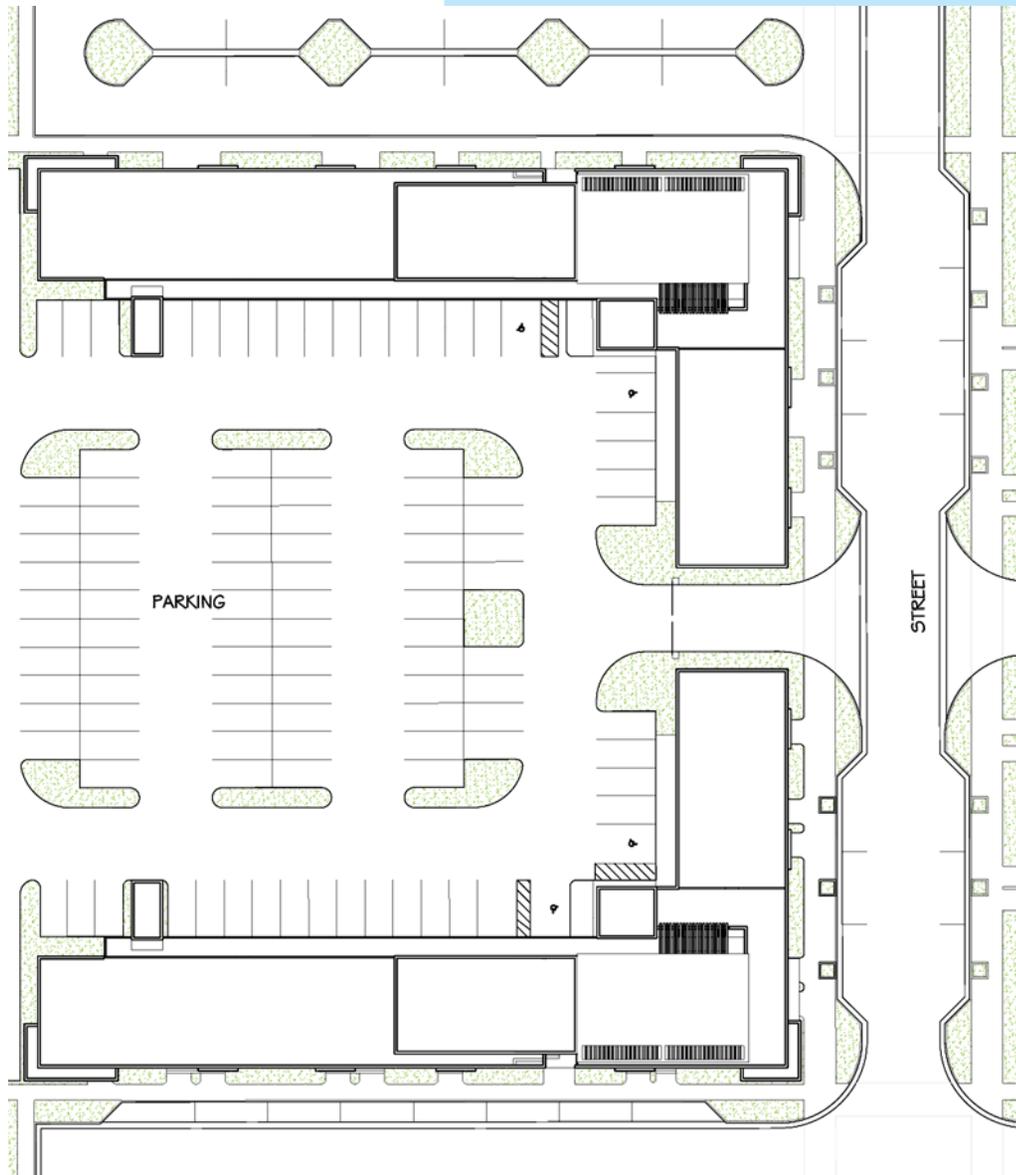
- Windows shall be made of painted metal or anodized aluminum. Glass may be clear or lightly tinted, but not dark or reflective.
- Doors shall be painted metal or aluminum and glass. Glass may be clear or lightly tinted, but not dark or reflective.
- Storefronts shall be made of painted metal or anodized aluminum and clear or lightly tinted glass, but not dark or reflective.
- Solid metal security gates or solid roll down windows shall be prohibited.
- Windows shall be sliding, single or double hung or operable casements.
- Mullions can be included to provide a variety of glazing configurations.
- Storefront windows can be used for the definition of vertical circulation and ground level active uses. Floor to ceiling glass windows are permitted.
- Walls may be finished in stone, cast stone, stucco, brick, cementitious siding or wood.
- Arches and piers shall be finished in stone, cast stone, stucco, brick, cementitious siding, or wood.
- Stoops can be finished in stone, cast stone, stucco, brick, cementitious siding or wood.
- Frontage walls may be finished in stone, cast stone, stucco, brick, cementitious siding, or wood.
- Gates shall be decorative metal.
- Retaining walls should be finished in stone,

cast stone, stucco, brick, cementitious siding, or wood.

- Fences can be made of decorative metal.
- Wood, if visible, shall be painted or stained.
- Trellises and other garden elements shall be made of aluminum, wood, cast, stone, or stucco.
- Decks can be made of wood and located within rear yards only.
- Awnings can be comprised of light metal armature with a canvas membrane.
- Railings can be made of metal, glass, or a combination thereof.
- Front walks can be made of brick, stone, concrete pavers, concrete, or pervious pavers.
- Awnings should not be internally lit.
- Mechanical equipment, including HVAC, utility meters, satellite dishes, play equipment, and the like should be screened from view as much as possible by surrounding roof features, i.e. parapets or decorative roof features.
- Covered entries shall be a minimum of 3'-0" deep.



3.2 Linear Multi-Family Detail



The linear multi-family detail depicts multi-family residential buildings with parking either at-grade or within a garage. Off-street parking, which may be access-limited, is screened from the main project thoroughfares by the buildings. Building height is restricted to 5 stories of residential units, however common amenities may be placed on the 6th story. Ground floor units may access the street or Open Space individually, with front porches and patios being encouraged. Hallway access to upper-story units may be internal or external, provided that any external corridor be oriented to the rear of the building.

NOTE:

This detail is intended to depict one possible orientation of the linear multi-family buildings. Building dimensions, layout, and massing will be set forth on the Approved Site Plan.

The guest parking spaces within each surface parking lot shall comply with the SRI requirements of Sec. 77-195 of the City of Doral Code.

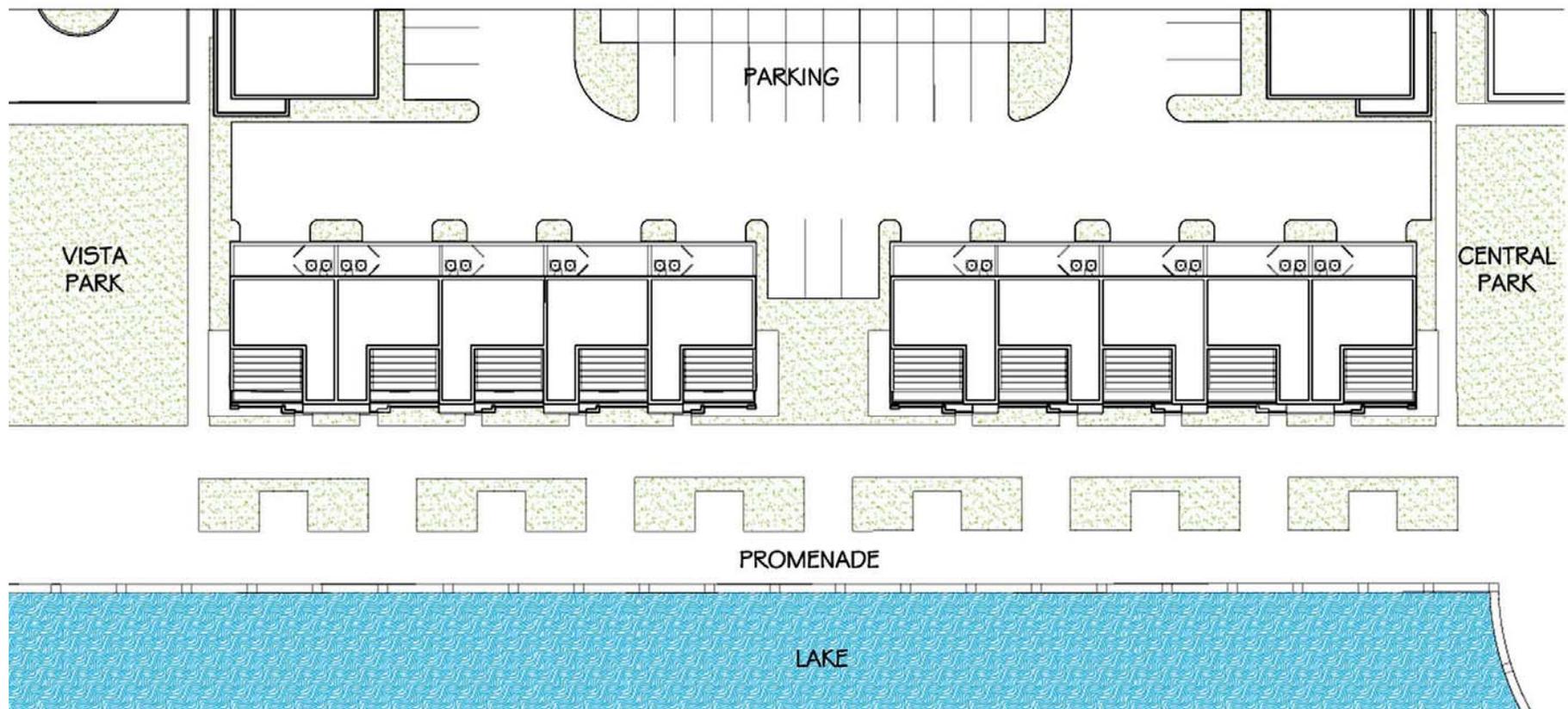
3.3 Linear Townhome Detail

The linear townhome detail depicts residential townhome buildings with parking either at-grade or within a garage. Off-street parking, which may be access-limited, is screened from the main project thoroughfares by the buildings. Buildings may front on a project street or any Open Space. Building height is restricted to 4 stories of residential units, however, a covered rooftop amenity may be placed on the 5th story. Ownership may be condo or fee-simple. Ground floor units may access the street or Open Space individually, with front porches and patios being encouraged.

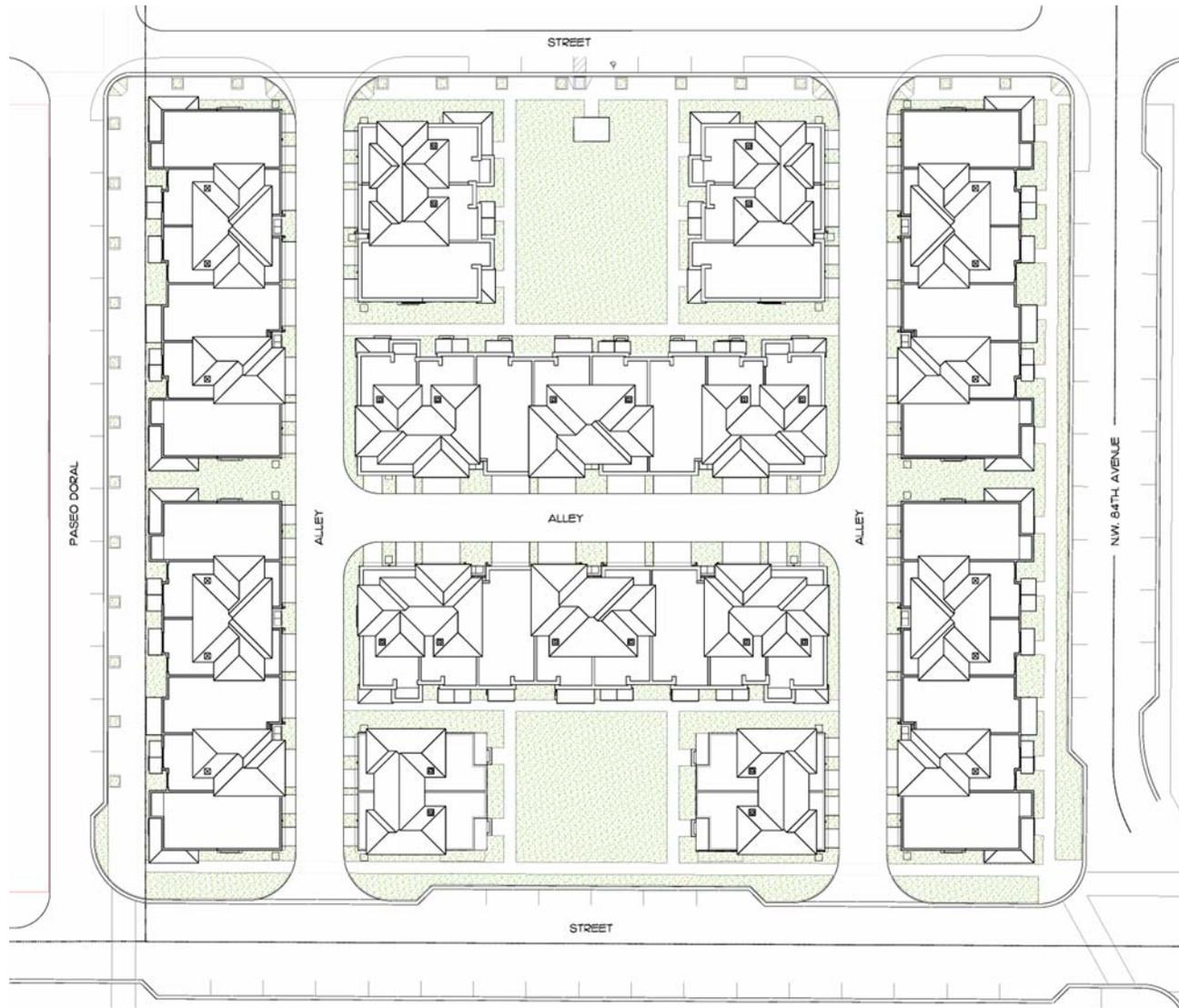
NOTE:

This detail is intended to depict one possible orientation of the linear townhome buildings. Building dimensions, layout, and massing will be set forth on the Approved Site Plan.

The guest parking spaces within each surface parking lot shall comply with the SRI requirements of Sec. 77-195 of the City of Doral Code.



3.4 Cluster Townhome Detail



The cluster townhome detail depicts townhome residential buildings with parking either at-grade (on-street) or within a garages. Garages are screened from the main project thoroughfares by the buildings. Buildings may front on a project street or any Open Space. Building height is restricted to 4 stories of residential units, however, a covered rooftop amenity may be placed on the 5th story. Ownership may be condo or fee-simple. Ground floor units may access the street or Open Space individually, with front porches and patios being encouraged.

NOTE:

This detail is intended to depict one possible orientation of the cluster townhome buildings. Building dimensions, layout, and massing will be set forth on the Approved Site Plan.

3.5 Inverted Cluster Townhome Detail

The inverted cluster townhome detail depicts townhome residential buildings with parking either at-grade (on-street) or within garages. Garages are screened from the main project thoroughfares by the buildings. Buildings may front on a project street or any Open Space. Building height is restricted to 4 stories of residential units, however, a covered rooftop amenity may be placed on the 5th story. Ownership may be condo or fee-simple. Ground floor units may access the street or Open Space individually, with front porches and patios being encouraged.

NOTE:
This detail is intended to depict one possible orientation of the cluster townhome buildings. Building dimensions, layout, and massing will be set forth on the Approved Site Plan.



3.6 Mews/Alley Lot Detail



The mews/alley lot detail depicts single family residential buildings with parking either at-grade (on-street) or within garages. Garages are screened from the main project thoroughfares by the buildings. Buildings may front on a project street or any Open Space. Building height is restricted to 3 stories of residential units, however, a covered rooftop amenity may be placed on the 4th story. Landscape mews may be elevated to facilitate a split-level entry home design.

NOTE:

This detail is intended to depict one possible orientation of the mews/alley lots. Building dimensions, layout, and massing will be set forth on the Approved Site Plan.

3.7 Cluster Lot Detail

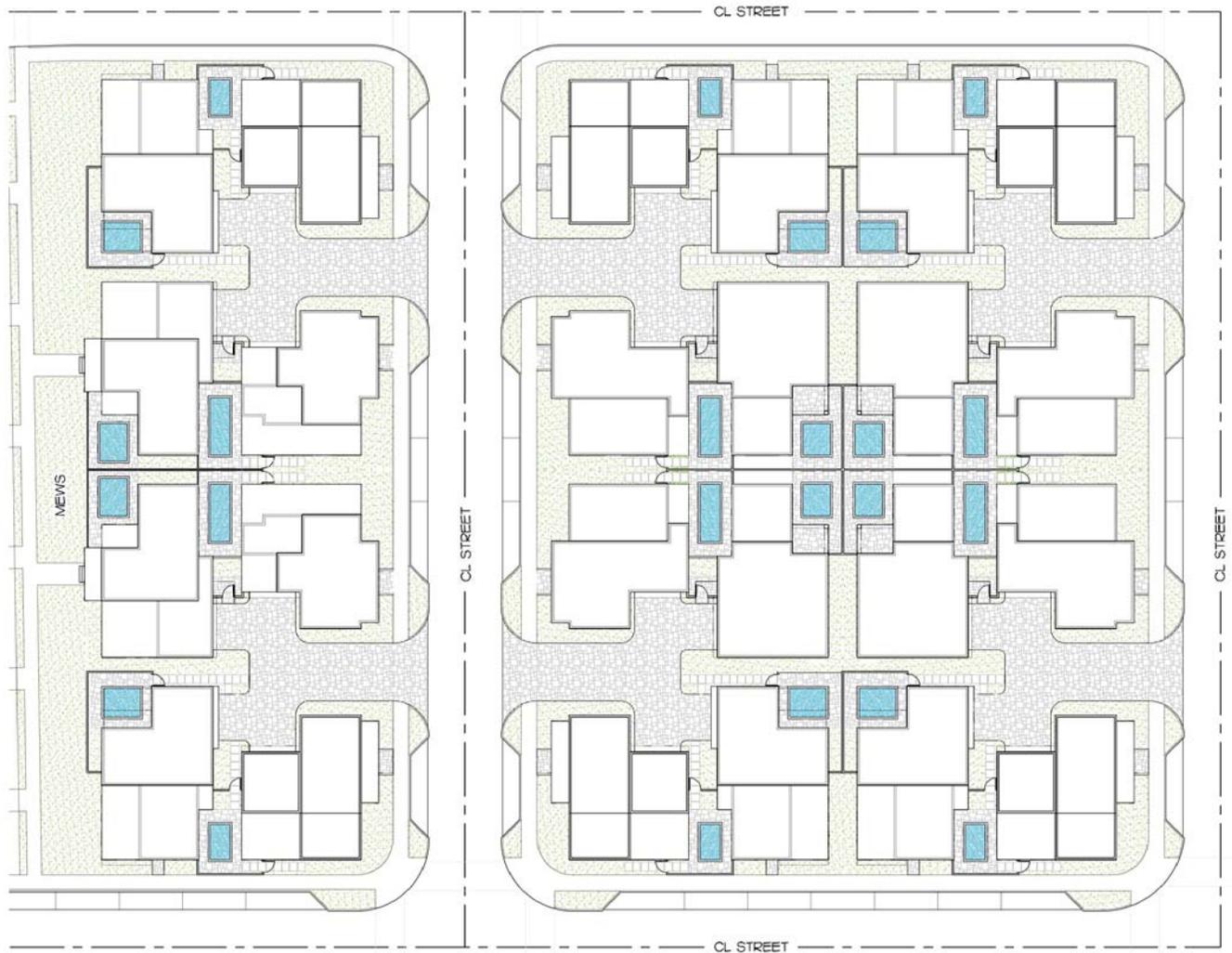


The cluster lot detail depicts single family residential buildings with parking either at-grade (on-street) or within garages. Garages are screened from the main project thoroughfares by the buildings. Buildings may front on a project street or any Open Space. Building height is restricted to 3 stories of residential units, however, a covered rooftop amenity may be placed on the 4th story. Landscape mews may be elevated to facilitate a split-level entry home design.

NOTE:
This detail is intended to depict one possible orientation of the cluster lots. Building dimensions, layout, and massing will be set forth on the Approved Site Plan.



3.8 Motor Court Lot Detail



The motor court lot detail depicts single family residential buildings with parking either at-grade (on-street) or within garages. Garages are screened from the main project thoroughfares by the buildings. Buildings may front on a project street, motor court or any Open Space. Building height is restricted to 3 stories of residential units, however, a covered rooftop amenity may be placed on the 4th story.

NOTE:

This detail is intended to depict one possible orientation of the motor court lots. Building dimensions, layout, and massing will be set forth on the Approved Site Plan.

3.9 Carriage Lot Detail

The carriage lot detail depicts single family residential buildings with parking either at-grade (on-street) or within garages. Garages are set back from the main project thoroughfares by more than 40'. Garages may be set within 5' of the right of way line if they are side-loaded. Buildings may front on a project street. Building height is restricted to 3 stories of residential units, however, a covered rooftop amenity may be placed on the 4th story.

NOTE:
This detail is intended to depict one possible orientation of the carriage lots. Building dimensions, layout, and massing will be set forth on the Approved Site Plan.



3.10 Retail, Office & Live work Guidelines



BUILDING PLACEMENT

- Buildings can be built to the setback line. However, horizontal projections, such as balconies and porches, may expand beyond this line.
- Parking shall be internalized whenever possible, avoiding excessive surface parking between buildings and the street. Parking garages shall be screened from view by providing coverage with screens, louvers, overhangs or a combination thereof and a distinct use of materials in order to maintain a pedestrian friendly street in primary and secondary streets.
- The architectural treatment of the parking structure will be integrated with the overall design composition.
- Maximum building height shall be the maximum allowable within the DMU zoning district of the City of Doral.
- Front Setback = 0'-0" min.
- Side/Interior Setback = 0'0 min.
- Rear Setback = 0'-0" min.
- Building Separation = 10'-0" min.
- Buildings can be built out to the setback line. However, different planes on the building elevations are encouraged.
- Balconies may project beyond the setback line by no more than 3'-0".
- On-street parking may be provided to meet parking requirements.

BUILDING EXPRESSION

- Buildings are encouraged to have varying fenestration expression as well as varied treatments or surfaces on the exterior to articulate the building massing.
- At the base of the buildings, building massing should be articulated into distinct planes that are expressed as smaller components or as individual units.
- A 'punched' window or a floor to ceiling glass expression is permitted.
- Well-designed building using high quality materials are preferred. Materials may include but are not limited to glass, aluminum or metal, painted stucco, architectural pre-cast concrete, wood, or natural stone.
- Material selection shall take into account durability and climate sensitivity.

3.10 Retail, Office & Live work Guidelines

ROOFS

- Roofs, if sloped, may be clad in clay tile, painted metal standing seam roofing, concrete tile. Colors may vary depending on the material.
- Gutters, downspouts, and projecting drainpipes shall be made of painted galvanized metal or copper left in its natural color.
- Principal roofs may be flat or sloped and may be accented by decorative roof features. Flat roofs should be surrounded by a continuous horizontal parapet wall, which may have breaks (with metal railing) where adjacent to rooftop deck areas).
- Roof penetrations, including vent stacks, shall be placed back from the principal frontage of the roofs and finished to match the color of the roof.
- Skylights, if provided, should be flat and mounted away from the principal frontage of the roof.
- Roof Deck Standards: Roof deck can include decorative elements such as trellises, water features + landscape elements.

CORNER CONDITIONS

- Main building facade treatment shall wrap around the corner or primary streets and secondary streets and shall meet the required setbacks.

SERVICE & UTILITIES

- Service areas should be located on alleys, screened from view by walls or buildings.
- Mechanical equipment, including HVAC, utility meters, and the like should be screened from view as much as possible by surrounding roof features, i.e. parapets or decorative roof features.
- Utilities should be located underground wherever practicable.



3.10 Retail, Office & Live work Guidelines



WINDOWS, DOORS, WALLS & DETAILS

- Windows shall be made of painted metal or anodized aluminum. Glass may be clear or lightly tinted, but not dark or reflective.
- Doors shall be painted metal or aluminum and glass. Glass may be clear or lightly tinted, but not dark or reflective.
- Storefronts shall be made of painted metal or anodized aluminum and clear or lightly tinted, but not dark or reflective.
- Solid metal security gates or solid roll down windows shall be prohibited.
- Mullions can be included to provide a variety of glazing configurations.
- Storefront windows can be used for the definition of vertical circulation and ground level active uses. Floor to ceiling glass windows are permitted.
- Walls may be finished in stone, cast stone, stucco, brick, cementitious siding or wood.
- Arches and piers shall be finished in stone, cast stone, stucco, brick, cementitious siding, or wood.
- Stoops can be finished in stone, cast stone, stucco, brick, cementitious siding or wood.
- Frontage walls may be finished in stone, cast stone, stucco, brick, cementitious siding, or wood.
- Gates shall be decorative metal.
- Retaining walls should be finished in stone, cast stone, stucco, brick, cementitious siding, or wood.
- Fences can be made of decorative metal.
- Wood, if visible, shall be painted or stained.
- Trellises and other garden elements shall be made of aluminum, wood, cast, stone, or stucco.
- Awnings can be comprised of light metal armature with a canvas membrane.
- Railings can be made of metal, glass, or a combination thereof.
- Awnings should not be internally lit.

3.11 Signage Regulations

OFFICE SIGNAGE CRITERIA	
SIGN TYPE	CRITERIA
General	Detached, freestanding or monument signs, where otherwise permitted, shall not be closer than 200 feet to any other previously permitted detached, freestanding or monument sign
Identification	Two signs per street frontage
Wall sign multi-tenant	Three wall signs per building
Canopy	One per canopy
Directory	One per multi-tenant center, in addition to other permitted signs
Directional	Per Approved Site Plan

RESIDENTIAL SIGNAGE	
SIGN TYPE	CRITERIA
Development Identification	One per street frontage unless two for symmetrical entrance feature
Clubhouse	One monument, detached, free-standing sign
Directional	Per Approved Site Plan

RETAIL SIGNAGE CRITERIA	
Sign Type	Criteria
General	Detached, freestanding or monument signs, where otherwise permitted, shall not be closer than 200 feet to any other previously permitted detached, freestanding or monument sign. Changeable copy is allowed along 87th Ave frontage
Identification	Two signs per street frontage
Wall sign multi-tenant	Three wall signs per building
Canopy	One per canopy
Awning	One per establishment
Directory	One per multi-tenant center in addition to other permitted signs
Window (permanent)	One per establishment
Directional	Shall be reviewed at the time of building permit

NOTE: Live/work signage shall be governed by the retail signage criteria.



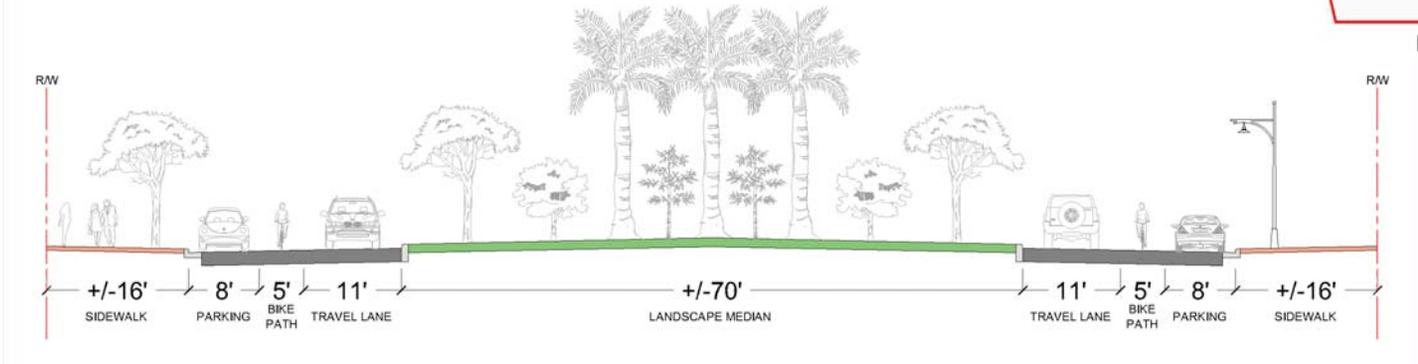
Streetscape + Roadway Guidelines

CHAPTER 4

4.1 Roadway Section- Main Boulevard

RIGHT OF WAY WIDTH	140' - 150'
TRAFFIC FLOW	TWO WAY, TWO LANE, DIVIDED
PARKING	PARKING PARALLEL SPACES; BOTH SIDES
BICYCLE LANES	DESIGNATED ON-STREET; BOTH SIDES
CURB TYPE	RAISED
PLANTER SPACING	25' O.C.
PLANTER TYPE	4'X4'; METAL GRATE OR PLANTED BEDS
STREET LIGHTS	75' SPACING (BOTH SIDES)
SIDEWALKS	LIGHT COLORED CONCRETE
DRIVING SURFACE	ASPHALT

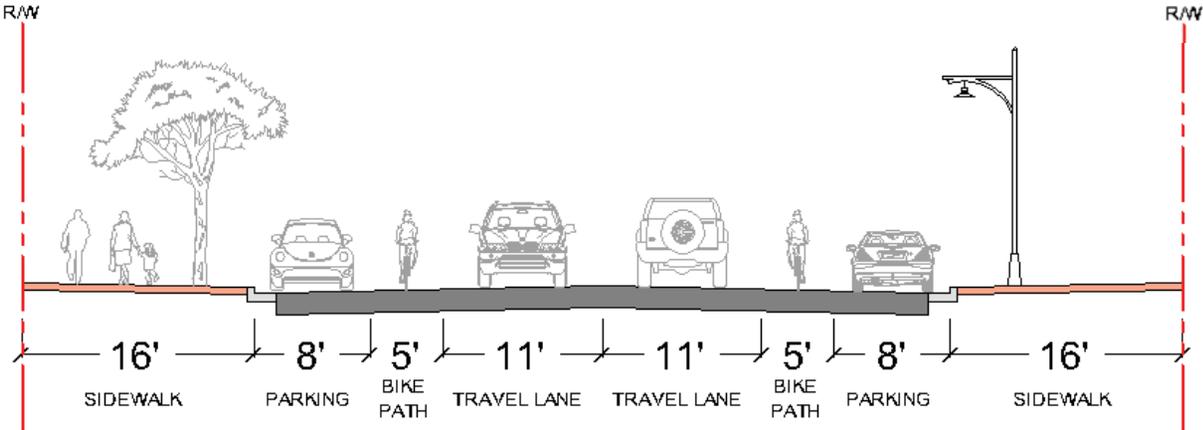
This cross section represents is the primary boulevard through the Downtown Doral South community, with the intention of connecting the Downtown Doral project to the lake edge, and extending to the community center. It is designed as a tree-lined boulevard, with a wide landscaped median and wide pedestrian sidewalks on both sides. Landscape medians may serve as walking and exercise trails and matural retention areas. Street lights shall be a minimum of 4' behind face of curb. Measurements include concrete curbs, as depicted below. Landscaping is depicted to provide street character only. Final cross section width will be determined at the time of Paving & Drainage Plan Approval.



4.2 Roadway Section- ENTRY ROAD

RIGHT OF WAY WIDTH	70'-80'
TRAFFIC FLOW	TWO WAY, TWO LANE, UN-DIVIDED
PARKING	PARALLEL SPACES; BOTH SIDES
BICYCLE LANES	DESIGNATED ON-STREET; BOTH SIDES
CURB TYPE	RAISED
PLANTER SPACING	25' O.C.
PLANTER TYPE	4'X4'; METAL GRATE OR PLANTED BEDS
STREET LIGHTS	75' SPACING (BOTH SIDES)
SIDEWALKS	LIGHT COLORED CONCRETE
DRIVING SURFACE	ASPHALT

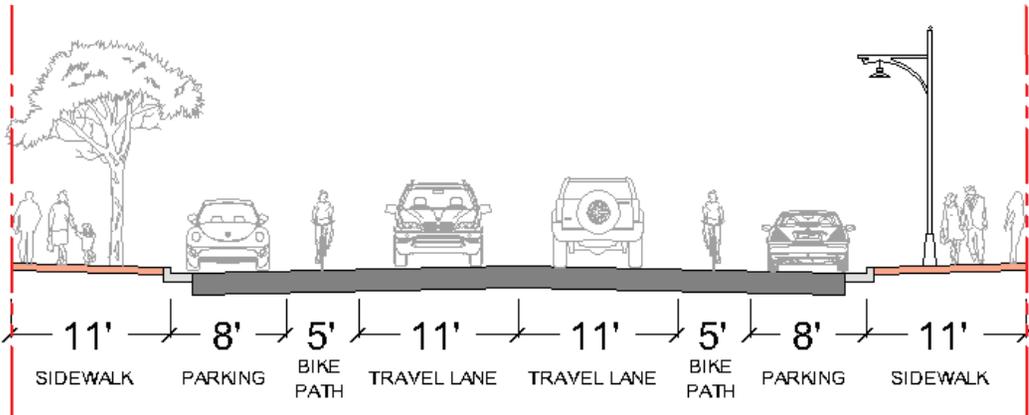
This cross section represents is the entry roadway into the Downtown Doral South community. It is designed as a tree-lined boulevard, with a wide pedestrian sidewalks on both sides. Street lights shall be a minimum of 4' behind face of curb. Measurements include concrete curbs, as depicted below. Landscaping is depicted to provide street character only. Final cross section width will be determined at the time of Paving & Drainage Plan Approval.



4.3 Roadway Section- SPINE ROAD

RIGHT OF WAY WIDTH	60'-70'
TRAFFIC FLOW	TWO WAY, TWO LANE, UN-DIVIDED
PARKING	PARALLEL SPACES; BOTH SIDES
BICYCLE LANES	DESIGNATED ON-STREET; BOTH SIDES
CURB TYPE	RAISED
PLANTER SPACING	25' O.C.
PLANTER TYPE	4'X4'; METAL GRATE OR PLANTED BEDS
STREET LIGHTS	75' SPACING (BOTH SIDES)
SIDEWALKS	LIGHT COLORED CONCRETE
DRIVING SURFACE	ASPHALT

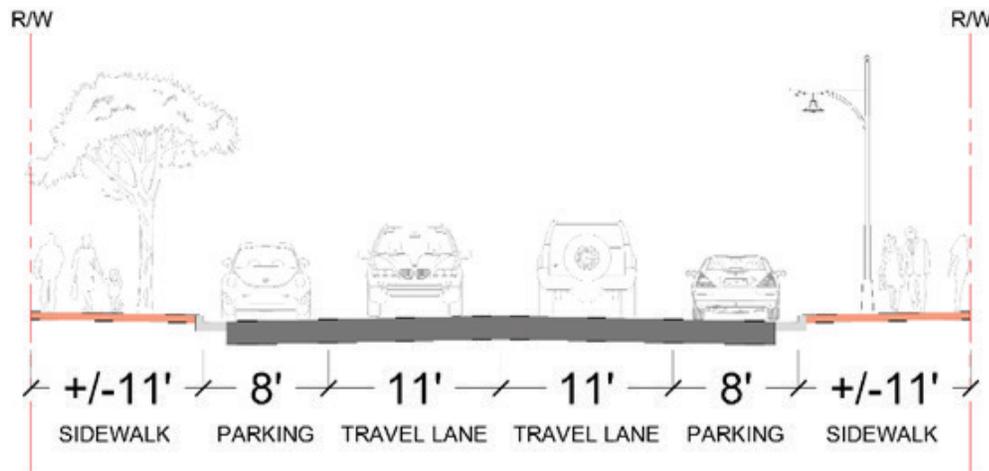
This cross section represents the spine road through the Downtown Doral South community. It is designed as a tree-lined boulevard, with a wide pedestrian sidewalks on both sides. Street lights shall be a minimum of 4' behind face of curb. Measurements include concrete curbs, as depicted below. Landscaping is depicted to provide street character only. Final cross section width will be determined at the time of Paving & Drainage Plan Approval.



4.4 Roadway Section- CONNECTOR ROAD

RIGHT OF WAY WIDTH	50'-60'
TRAFFIC FLOW	TWO WAY, TWO LANE, UN-DIVIDED
PARKING	PARALLEL SPACES; BOTH SIDES
BICYCLE LANES	NONE
CURB TYPE	RAISED
PLANTER SPACING	25' O.C.
PLANTER TYPE	4'X4'; METAL GRATE OR PLANTED BEDS
STREET LIGHTS	75' SPACING (BOTH SIDES)
SIDEWALKS	LIGHT COLORED CONCRETE
DRIVING SURFACE	ASPHALT

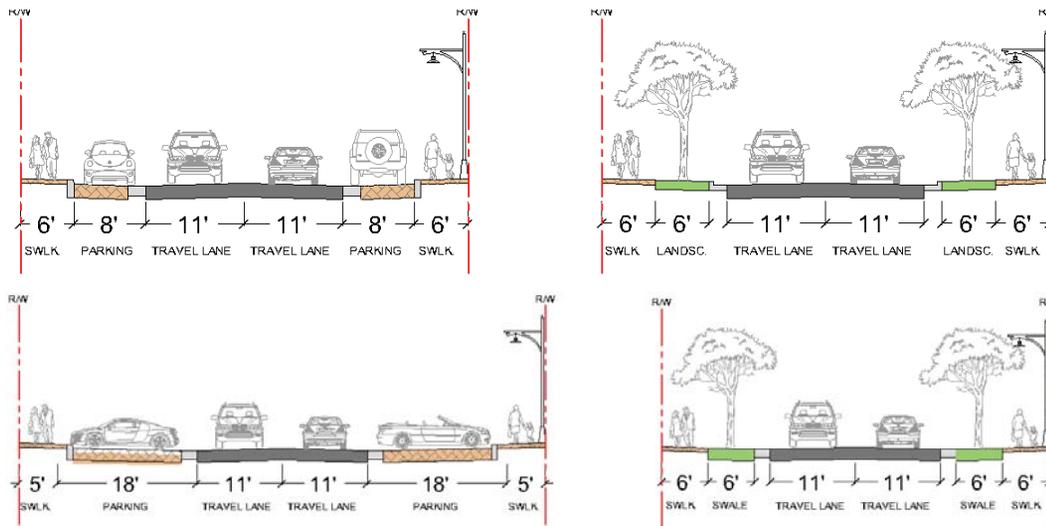
This cross section represents the connector road through the Downtown Doral South community. It is designed as a tree-lined boulevard, with a wide pedestrian sidewalks on both sides. Street lights shall be a minimum of 4' behind face of curb. Measurements include concrete curbs, as depicted below. Landscaping is depicted to provide street character only. Final cross section width will be determined at the time of Paving & Drainage Plan Approval.



4.5 Roadway Section- MINOR STREET

RIGHT OF WAY WIDTH	45'-70'
TRAFFIC FLOW	TWO WAY, TWO LANE, UN-DIVIDED
PARKING	VARIABLES
BICYCLE LANES	NONE
CURB TYPE	RAISED </td
PLANTER SPACING	40' O.C.
PLANTER TYPE	4'X4'; METAL GRATE OR PLANTED BEDS
STREET LIGHTS	75' SPACING (BOTH SIDES)
SIDEWALKS	DECORATIVE PAVERS
DRIVING SURFACE	ASPHALT

This cross section represents the minor streets through the Downtown Doral South community. It is designed as a low-volume street, with pedestrian sidewalks on both sides. Street lights shall be a minimum of 4' behind face of curb. Measurements include concrete curbs, as depicted below. Landscaping is depicted to provide street character only. Final cross section width will be determined at the time of Paving & Drainage Plan Approval.



4.6 Roadway Section- PERIMETER STREET

RIGHT OF WAY WIDTH	30'-45'
TRAFFIC FLOW	TWO WAY, TWO LANE, UN-DIVIDED
PARKING	VARIABLES
BICYCLE LANES	NONE
CURB TYPE	RAISED </td
PLANTER SPACING	N/A-ADJACENT TO BUFFERS
PLANTER TYPE	N/A
STREET LIGHTS	75' SPACING (BOTH SIDES)
SIDEWALKS	DECORATIVE PAVERS
DRIVING SURFACE	ASPHALT

This cross section represents the perimeter streets through the Downtown Doral South community. It is designed as a low-volume street, with pedestrian sidewalks on one side and landscape buffers on the other. Street lights shall be a minimum of 4' behind face of curb. Measurements include concrete curbs, as depicted below. Landscaping is depicted to provide street character only. Final cross section width will be determined at the time of Paving & Drainage Plan Approval.

