



8401 NW 53RD Terrace, Second Floor, Doral, Florida 33166 Tel. (305) 593-6630 Facsimile: (305) 593-6768 Website: cityofdoral.com

**PUBLIC HEARING/ ADMINISTRATIVE
REVIEW APPLICATION**

PLANNING AND ZONING DEPARTMENT

Please check one:

- ☒ CITY COUNCIL
☐ ADMINISTRATIVE REVIEW

OFFICIAL USE ONLY
Application No.: PZAD-2508-0900

Date Received: **RECEIVED**
By puglias at 10:22 am, Aug 12, 2025

INSTRUCTIONS

This application, with all supplemental data and information, must be completed in accordance with the specific instructions in this application. Applications and all supplemental information must be filed no later than 60 days prior to the regular public hearing date.

APPLICATION

Please indicate which type of application you are submitting by checking one category below:

- | | |
|--|---|
| <input type="checkbox"/> Change in Zoning District | <input type="checkbox"/> Plat |
| <input type="checkbox"/> Variance | <input type="checkbox"/> Entry Feature |
| <input type="checkbox"/> Appeal of Decision | <input type="checkbox"/> Site Plan |
| <input type="checkbox"/> Conditional Use | <input checked="" type="checkbox"/> Other <u>Amendment to MDA and Corresponding</u> |
- Declaration of Restrictions

IMPORTANT: THE APPLICANT, OR REPRESENTATIVE, MUST BE PRESENT AT THE HEARING TO PRESENT THE PROPOSAL.

Please print or type

Name of Applicant, agent or tenant (with owner's affidavit)

Miriam Soler Ramos, Esq. on behalf of Century Town Center 1, LLC & Century Town Center 2, LLC

Mailing Address

C/o Holland and Knight LLP
701 Brickell Ave, Suite 3300

City, State, Zip

Miami, FL 33131

Telephone

305-789-7530

Fax

Email:

Miriam.SolerRamos@hklaw.com

Name of Owner

Century Town Center 1, LLC & Century Town Center 2, LLC

Mailing Address

1805 PONCE DE LEON BLVD, STE 100

City, State, Zip

Coral Gables, FL

Telephone

Fax

Email:

PROPERTY INFORMATION

- A. **LEGAL DESCRIPTION.** (If subdivided – lot, block, complete name of subdivision, plat book and page numbers). If metes and bounds description – Complete description, including section, township and range).

Folio Number(s) 35-3008-030-0010 and 35-3008-000-0033

Address 8175 NW 107 AVE, 8075 NW 107 AVE, and 2038 NW 107 AVE / 8325 NW 107 AVE

Lot(s) _____ Block _____ Section _____ Plat Book No. 177 Page No. 030

FINISHED FLOOR ELEVATION (If applicable): _____ FLOOD ZONE: _____

- B. ADDRESS (If number has been assigned) _____

C. SIZE OF PROPERTY _____ ft. X _____ ft. = _____ sq. ft.; _____ acre(s)
Width Depth

- D. Provide legal description or address of any property held by the owner which is contiguous to that which is the subject matter of this application.

- E. DATE SUBJECT PROPERTY WAS ACQUIRED 12/15/2021 and 7/31/2021

APPLICANT'S REQUEST:

Specify in full the request. (Use a separate sheet of paper if necessary.)

Request for Fifth Modification of Development Agreement modifying of a condition in the Second Modification of Development Agreement Recorded

at OR Bk 33135 at Pgs 3713-3779, a Modification of Declaration of Restrictions modifying the same condition in the Declaration of Restrictions Recorded

in OR Bk 33275 at Pgs 375-393, and a Seventh Amendment to Settlement Agreement modifying the same condition in the Sixth Amendment to

Settlement Agreement Recorded at OR Bk 34070 at Pgs 2796-2813 relating to the Off-Site Park Parcel Dedication

LETTER OF INTENT

Explain purpose of application, benefit(s) in the change and reasons why this application should be approved. Specify the exact nature of the use or operation applied for, together with any pertinent technical data, which will clarify the proposal. (Use a separate sheet of paper if necessary.)

Please refer to enclosed letter of intent.

Is this application the result of a Notice of Violation or deviation from approved plans? Yes No **X**

Are there any existing structures on the property? Yes **X** No

If so, what type? (CBS, Frame, Frame-Stucco, Wood, Other) Multifamily Residential Development

Any applications that involve an existing building must provide copy of the approved plans, plat, site plan approval or any prior zoning history. Plans that are not filed with this application will not be considered by the City of Doral.

All data and exhibits submitted in connection with this application become a PERMANENT PART OF THE PUBLIC RECORDS OF THE CITY OF DORAL.

The following enclosures where applicable **MUST BE ATTACHED** to complete the application:

- A. ☐ **SURVEY OF PROPERTY**: For vacant or improved property. Must be no more than one year old and sealed by a registered land surveyor. The Building and Planning Department may require a more recent survey if a site visit indicates any discrepancies. Survey must include, where applicable, lot lines, all structures, walls, fences, landscaping, and all physical improvements. All existing trees must be shown.
- B. ☐ **SITE DEVELOPMENT PLAN**: Where applicable, plans shall show location and elevations of existing and proposed buildings, proposed additions, alterations and use of each; all dimensions of buildings and space between buildings; setbacks from property lines; proposed and existing off-street parking showing lined spaces, driveways, handicap spaces, compact spaces; a landscape plan that complies with the City of Doral Landscape Ordinance showing location of existing and proposed vegetation, landscaping (i.e. trees and hedges), number, height and species type. The plan shall also show wall and fence height, location and material. Prior ASPR or Site Plan Approval Resolution and plans must be submitted.
- C. ☐ **LETTER OF INTENT**: A letter of intent must be filed explaining in detail the history of the property, prior approvals and the extent of the proposed project. Show how code criterion is met. Signature and address must be shown.
- D. ☐ **OTHER GOVERNMENTS/AGENCIES ENDORSEMENTS**: All applicable DERM, Miami-Dade Fire Department, or the Miami-Dade Water and Sewer Department's endorsement must be submitted.
- E. ☐ **OWNER'S AFFIDAVIT**: Owner's affidavit allowing the filing of an application is required on all applications where the applicant is not the owner of the property under consideration; same form allows posting of property.
- F. ☐ **TRAFFIC STUDY**: A detailed traffic analysis considering the impacts of the proposed development on current level-of-service (LOS) standards in abutting (or nearby) roads and intersections.

NOTE: SURVEYS, SITE DEVELOPMENT PLANS, LANDSCAPE PLANS MUST BE SUBMITTED AT STANDARD PLAN SIZE. AN APPLICATION WILL NOT BE CONSIDERED COMPLETE UNLESS THE APPLICATION AND SUPPORTING DOCUMENTATION (FRONT AND BACK), APPROPRIATE PLAN DRAWINGS AND SURVEYS ARE SUBMITTED.

In support of this request, I submit the following additional items, which are attached hereto and made a part of this application:

- ☐ 35 MM Photo(s) (Mounted 8 1/2 x 11) ☐ Other _____
- ☐ Letters from Area Residents

Please check only one of the following options:

☐ FOR CITY COUNCIL PURPOSES

I/We understand that additional public hearings may be required and any interested person may discuss the application with City staff to the same extent as the applicant. The application may change during the hearing process and additional public notices may affect the schedule of the hearings. If my/our appeal is denied, I/we must file an appeal to the Circuit Court within 30 days of the meeting.

8/11/2025
Date

Tatiana Pino
Applicant's Signature

TATIANA PINO
Print Name

Date

Applicant's Signature (if more than one)

Print Name

PUBLIC HEARING/ADMINISTRATIVE REVIEW APPLICATION

OWNER AFFIDAVIT

I/We Century Town Center 1, LLC as Owner (s) of Lot (s) 35-3008-030-0010Block _____ Section _____ PB/PG 177/30of property which is located at 8175 NW 107 AVE, 8075 NW 107 AVE, and 2038 NW 107 AVE

desire to file an application for review before the City, I/We do understand and agree as follows:

1. That the application for public hearing will not be heard unless the applicant is present at the hearing.
2. The property will be posted with a sign, which must not be removed until after the public hearing, at which time the City staff will remove the sign. The applicant will be responsible for advertising the application and sending the mail out per the notification requirements of the City Code.
3. That the requirements of the Municipal Code, Miami-Dade County Ordinances, the Florida Building Code (FBC), and other government agencies may affect the scheduling and ability to obtain/issue a permit for the proposal.
4. That the only exceptions to the City's Land Development Code (LDC) are those that have been specified in the written application (via variance application) and any other code or plan issues will be corrected by modifying the plans to comply with the respective codes and ordinances of the City of Doral or Miami-Dade County ordinances.
5. That the applicant will be responsible for complying with all the conditions and restrictions imposed by the City Council or City Staff in connection with the request and will take the necessary steps to make the request effective if approved by the City Council or City Staff.
6. That it is the responsibility of the applicant to submit a complete application with all of the documents necessary for the City Council or City Staff to consider the applicant's request.
7. That the applicant is responsible for timely submission and accuracy of all items requested on the application. Any information submitted less than 45 days prior to a public hearing will result in being postponed to the next available hearing date. Legislative items must have all requested items submitted 30 days prior to hearing.
8. That the applicant is responsible for any additional fees which include but are not limited to mailing notices to surrounding property owners, advertising, outside consultant reviews, legal fees, surveys, and technical reports.

I/We as the owners of the subject property (check one):

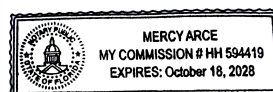
- ☒ do hereby authorize Holland and Knight LLP to act on my/our behalf as the applicant.
- ☐ will on my/our own behalf act as applicant(s), and make application in connection with this request for a public hearing administrative review before the City Council or City Staff.

Owner's Name Tina Piro Signature [Signature] Date 8/11/2025

Owner's Name _____ Signature _____ Date _____

Notary to Owner Sandra Albo 8/11/2025Attorney for Applicant's Name Miriam Soler Ramos, Esq. Signature [Signature] Date 8/11/2025

Notary to Applicant:

[Signature]

City Code Sec. 2-279, Charges for consulting services established.

(a) The city manager or his/her designee, in the review of any application, may refer any such application presented to it to such engineering, planning, legal, technical, or environmental consultant or professionals employed by the city as the manager shall deem reasonably necessary to enable him to review such application as required by law. Charges made by such consultant shall be in accord with the charges customarily made for such services in the county, and pursuant to an existing contractual agreement by and between the city and such consultant. Charges made by the city shall be in accord with the hourly rates charged by such consultants or hourly rates of employed professionals and shall be paid on submission of a city voucher. (b) The applicant shall reimburse the city for the cost of such consultant or employed professional services upon submission of a copy of the voucher, within 30 days of submission of a copy of the voucher and as a condition of the zoning resolution. These fees are in addition to any and all other fees required by other law, rule, or regulation of this Code. (Ordinance No. 04-07)

I, Tatiana Pino (Property Owner), hereby acknowledge and consent to the payment of all applicable fees as it relates to the application and request for the review and processing of the requested Administrative Hearing, Public Hearing, or legal instrument. Fees shall include, but are not limited to review by city staff, city contractors, agents or consultants, advertisement(s), recordings, mailings, and any additional costs related to the submitted application.

Affidavit to be executed by property owner. All right and entitlements run with the property.

Century Town Center 1, LLC

Owner's Name

Tatiana Pino

Signature

Tatiana Pino

Date

8/11/2025

Notary to Owner

Sandra P. Albo 8/11/2025



Applicant's Name

Tatiana Pino

Signature

Tatiana Pino

Date

8/11/2025

Notary to Applicant:

Sandra P. Albo 8/11/2025



DISCLOSURE OF INTEREST*

If a **CORPORATION** owns or leases the subject property, list principal stockholders and percent of stock owned by each. [Note: Where principal officers or stockholders consist of other corporation(s), trust(s), partnership(s) or similar entities, further disclosure shall be made to identify the natural persons having the ultimate ownership interest].

CORPORATION NAME: Century Town Center 1, LLC

NAME AND ADDRESS

Percentage of Stock

CTC PREF LLC

100%

ADDRESS: 1805 PONCE DE LEON BLVD,
CORAL GABLES, SUITE 100
FL, 33134

If a **TRUST or ESTATE** owns or leases the subject property, list the trust beneficiaries and percent of interest held by each. [Note: Where beneficiaries are other than natural persons, further disclosure shall be made to identify the natural persons having the ultimate ownership interest].

TRUST/ESTATE NAME: _____

NAME AND ADDRESS

Percentage of Interest

If a **PARTNERSHIP** owns or leases the subject property, list the principals including general and limited partners. [Note: Where partner(s) consist of other partnership(s), corporation(s), trust(s) or similar entities, further disclosure shall be made to identify the natural persons having the ultimate ownership interests].

PARTNERSHIP OR LIMITED PARTNERSHIP NAME: _____

NAME AND ADDRESS

Percent of Ownership

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NAME OF PURCHASER: _____

NAME, ADDRESS AND OFFICE (if applicable)	Percentage of Interest
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Date of contract: _____

If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership or trust:

NOTICE: For changes of ownership or changes in purchase contracts after the date of the application, but prior to the date of final public hearing, a supplemental disclosure of interest is required.

The above is a full disclosure of all parties of interest in this application to the best of my knowledge and belief.

Signature: _____
(Applicant)

Sworn to and subscribed before me this 11 day of August, 2025. Affiant is personally known to me or has produced _____ as identification.

Sandra Maria Albo
(Notary Public)

My commission expires 04/26/2028.



*Disclosure shall not be required of: 1) any entity, the equity interests in which are regularly traded on an established securities market in the United States or another country; or 2) pension funds or pension trusts of more than five thousand (5,000) ownership interests; or 3) any entity where ownership interests are held in a partnership, corporation or trust consisting of more than five thousand (5,000) separate interests, including all interests at every level of ownership and where no one (1) person or entity holds more than a total of five per cent (5%) of the ownership interest in the partnership, corporation or trust. Entities whose ownership interests are held in a partnership, corporation, or trust consisting of more than five thousand (5,000) separate interests, including all interests at every level of ownership, shall only be required to disclose those ownership interest which exceed five (5) percent of the ownership interest in the partnership, corporation or trust.

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8/11/2025
Date

Tatiana Pino
Applicant's Signature

TATIANA PINO
Print Name

Date

Applicant's Signature (if more than one)

Print Name

I/We Century Town Center 2, LLC as Owner (s) of Lot (s) 35-3008-000-0033

Block _____ Section _____ PB/PG _____

of property which is located at 8325 NW 107 AVE

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I/We as the owners of the subject property (check one):

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- ☐ will on my/our own behalf act as applicant(s), and make application in connection with this request for a ☒ public hearing ☐ administrative review before the City Council or City Staff.

Owner's Name TATIANA PINO Signature *Tatiana Pino* Date 8/11/2025

Owner's Name _____ Signature _____ Date _____

Notary to Owner: *Sandra Maria Albo* 8/11/2025

Attorney for Applicant's Name Miriam Soler Ramos, Esq. Signature *MRS.* Date 8/11/2025

Notary to Applicant: *MJ Luce*



City Code Sec. 2-279, Charges for consulting services established.

(a) The city manager or his/her designee, in the review of any application, may refer any such application presented to it to such engineering, planning, legal, technical, or environmental consultant or professionals employed by the city as the manager shall deem reasonably necessary to enable him to review such application as required by law. Charges made by such consultant shall be in accord with the charges customarily made for such services in the county, and pursuant to an existing contractual agreement by and between the city and such consultant. Charges made by the city shall be in accord with the hourly rates charged by such consultants or hourly rates of employed professionals and shall be paid on submission of a city voucher. (b) The applicant shall reimburse the city for the cost of such consultant or employed professional services upon submission of a copy of the voucher, within 30 days of submission of a copy of the voucher and as a condition of the zoning resolution. These fees are in addition to any and all other fees required by other law, rule, or regulation of this Code. (Ordinance No. 04-07)

I, _____ (Property Owner), hereby acknowledge and consent to the payment of all applicable fees as it relates to the application and request for the review and processing of the requested Administrative Hearing, Public Hearing, or legal instrument. Fees shall include, but are not limited to review by city staff, city contractors, agents or consultants, advertisement(s), recordings, mailings, and any additional costs related to the submitted application.

Affidavit to be executed by property owner. All right and entitlements run with the property.

Century Town Center 2, LLC

Owner's Name TATIANA PINO

Signature Tatiana Pino

Date 8/11/2025

Notary to Owner: Sandra Maria Albo

8/11/2025

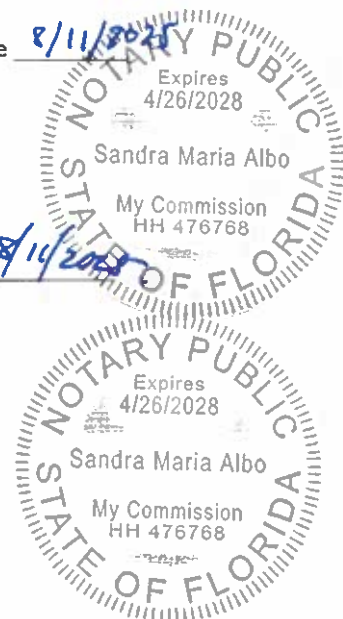
Applicant's Name TATIANA PINO

Signature Tatiana Pino

Date 8/11/2025

Notary to Applicant: Sandra Maria Albo

8/11/2025



DISCLOSURE OF INTEREST*

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CORPORATION NAME: Century Town Center 2, LLC

NAME AND ADDRESS

Percentage of Stock

MIDTOWN DORAL HOLDINGS 2, LLC

100%

ADDRESS: 1805 PONCE DE LEON BLVD,
CORAL GABLES, SUITE 100,
FL 33134

If a **TRUST or ESTATE** owns or leases the subject property, list the trust beneficiaries and percent of interest held by each. [Note: Where beneficiaries are other than natural persons, further disclosure shall be made to identify the natural persons having the ultimate ownership interest].

TRUST/ESTATE NAME: _____

NAME AND ADDRESS

Percentage of Interest

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NAME AND ADDRESS

Percent of Ownership

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NAME OF PURCHASER: _____

NAME, ADDRESS AND OFFICE (if applicable)	Percentage of Interest
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Date of contract: _____

If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership or trust:

NOTICE: For changes of ownership or changes in purchase contracts after the date of the application, but prior to the date of final public hearing, a supplemental disclosure of interest is required.

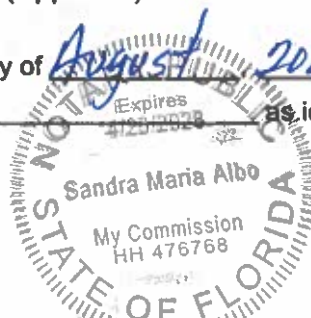
The above is a full disclosure of all parties of interest in this application to the best of my knowledge and belief.

Signature: 
(Applicant)

Sworn to and subscribed before me this 11 day of August, 2025. Affiant is personally known to me or has produced _____ as identification.


(Notary Public)

My commission expires 04/24/2028



*Disclosure shall not be required of: 1) any entity, the equity interests in which are regularly traded on an established securities market in the United States or another country; or 2) pension funds or pension trusts of more than five thousand (5,000) ownership interests; or 3) any entity where ownership interests are held in a partnership, corporation or trust consisting of more than five thousand (5,000) separate interests, including all interests at every level of ownership and where no one (1) person or entity holds more than a total of five per cent (5%) of the ownership interest in the partnership, corporation or trust. Entities whose ownership interests are held in a partnership, corporation, or trust consisting of more than five thousand (5,000) separate interests, including all interests at every level of ownership, shall only be required to disclose those ownership interest which exceed five (5) percent of the ownership interest in the partnership, corporation or trust.

OPTIONAL

However, applicants are encouraged to contact neighbors regarding application.

_____ has applied to the City of Doral for a _____,

Name of Applicant

which will affect the property located at _____ as follows:

Property Address

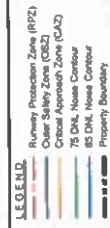
To permit _____

The ☐ City Council will hold a public hearing on this request. I hereby acknowledge having read the above the subject application, reviewed the applicable plans and understand that I am waiving any objection(s) to the proposed request and related construction as described above. By subscribing my name below, I hereby certify that I have done so freely and without any duress or misrepresentation on the part of the applicant.

Parcel #1 _____ Owner Name Address Signature Date	Parcel #2 _____ Owner Name Address Signature Date	Parcel #3 _____ Owner Name Address Signature Date
Parcel #4 _____ Owner Name Address Signature Date	SUBJECT PROPERTY Please indicate the NORTH direction. (Circle one) <div style="text-align: center;"> </div>	Parcel #5 _____ Owner Name Address Signature Date
STREET / AVENUE / TERRACE / ROAD / COURT		
Parcel #6 _____ Owner Name Address Signature Date	Parcel #7 _____ Owner Name Address Signature Date	Parcel #8 _____ Owner Name Address Signature Date

Miami-Dade Aviation Department

If the project is located within the Runway Protection Zone (RPZ), Outer Safety Zone (OSZ) OR Critical Approach Zone (CAZ) the applicant is required to obtain an approval letter from Miami-Dade County Aviation Department (MDAD). Please see below the *Miami International Airport Land Use and Noise Compatibility Restriction Zones Map*.



RECEIVED

By puglias at 10:22 am, Aug 12, 2025

Holland & Knight

701 Brickell Avenue, Suite 3300 | Miami, FL 33131 | T 305.374.8500 | F 305.789.7799
Holland & Knight LLP | www.hklaw.com

Miriam Soler Ramos
305.789.7530
Miriam.SolerRamos@hklaw.com

August 7, 2025

VIA ELECTRONIC MAIL

Ms. Michelle Lopez
Planning & Zoning Department Director
City of Doral
8401 NW 53 Terrace
Doral, FL 33166

RE: Century Town Center 1, LLC / Century Town Center 2, LLC / Folio Nos. 35-3008-030-0010, and 35-3008-000-0033 / Fifth Modification to Master Development Agreement, Modification of Declaration of Restrictions, and Seventh Amendment to Settlement Agreement, relating to Off-Site Park Parcel Dedication

Dear Ms. Lopez,

This law firm represents Century Town Center 1, LLC and Century Town Center 2, LLC (the “Applicants”), in connection with parcel located east of NW 107 Avenue and situated to the north and south of NW 82 Street, further identified by Miami-Dade County Folio Nos. 35-3008-030-0010, and 35-3008-000-0033 (the “Property”). This letter shall serve as the Applicant’s letter of intent in support of a Fifth Modification to Master Development Agreement modifying a condition in the Second Modification of Development Agreement (the “Second Modification”), Recorded at Official Record Book 33135 at Pages 3713-3779 (attached hereto Exhibit “A”), a Modification of Declaration of Restrictions modifying the same condition in the Declaration of Restrictions (the “Declaration”), Recorded in Official Record Book 33275 at Pages 375-393 (attached hereto as Exhibit “B”), and a Seventh Amendment to Settlement Agreement modifying the same condition in the Sixth Amendment to Settlement Agreement (the “Sixth Amendment”), Recorded at Official Record Book 34070 at Pages 2796-2813 (attached hereto as Exhibit “C”), relating to the Off-Site Park Parcel Dedication.

Section 3(b) of the Second Modification, recorded in April of 2022, states:

Off-Site Park Parcel Dedication. To help mitigate the Applicant’s impact on the City’s park and recreation facilities, the Developer has identified for future conveyance to the City that certain parcel of land, consisting of approximately fifty (50) acres, which is located

generally on the north side of NW 74 Street and west of NW 107 Avenue and which is currently being maintained as a preservation area, as more particularly described in Exhibit “C” (the “Off-Site Parcel”). As a condition to the approval of the Application, the Developer shall convey the Off-Site Parcel to the City at no cost to the City. The City and the Developer acknowledge that the City’s intended use of the Off-Site Parcel as a passive recreational area, including public view corridors (the “City’s Intended Use”), may require the approval of a modification of that certain conservation easement in favor of the South Florida Water Management District (the “SFWMD”), as amended, which is recorded at Official Records Book 27780, Pages 4630-4750 of the Public Records of Miami-Dade County (the “Modification”). The City shall have one-hundred and eighty (180) days (unless such time is extended by mutual agreement of the Developer and the City) following final approval of the Application to secure the approval of the Modification by the SFWMD and, if applicable, the US Army Corps of Engineers and the County’s Division of Environmental Resources Management (the “Environmental Agencies”). The Developer shall cooperate fully with the City, including by promptly signing any applications and documents required by the Environmental Agencies in connection with the approval of the Modification. The Developer shall cause the conveyance of the Off-Site Parcel to the City at no cost to the City in its “as is, where is” condition, subject to all existing exceptions and encumbrances and to be held as public park land, within ten (10) business days following the approval of the Modification. As additional consideration, the Developer agrees not to seek certificates of occupancy for more than 505 units until such time as the City has secured the approval of the Modification.

Given changes in circumstances since April of 2022, Applicants wish to modify this condition to read as follows, in a Fifth Modification to Master Development Agreement:

~~Contribution toward City Parks. Off-Site Park Parcel Dedication.~~ To help mitigate the Applicant’s impact on the City’s park and recreation facilities, the Developer shall make a one-time contribution of \$ _____ to the City which shall be used for the acquisition, improvement, and/or maintenance of City park and recreation facilities and/or for programming at City park and recreation facilities. ~~the Developer has identified for future conveyance to the City that certain parcel of land, consisting of approximately fifty (50) acres, which is located generally on the north side of NW 74 Street and west of NW 107 Avenue and which is currently being maintained as a preservation area, as more particularly described in Exhibit “C” (the “Off Site Parcel”). As a condition the approval of the Application, the Developer shall~~

~~convey the Off-Site Parcel to the City at no cost to the City. The City and the Developer acknowledge that the City's intended use of the Off-Site Parcel as a passive recreational area, including public view corridors (the "City's Intended Use"), may require the approval of a modification (the "Modification") of that certain conservation easement in favor of the South Florida Water Management District (the "SFWMD"), as amended, which is recorded at Official Records Book 27780, Pages 4630-4750 of the Public Records of Miami-Dade County (the "Modification"). The City shall have one hundred and eighty (180) days (unless such time is extended by mutual agreement of the Developer and the City) following final approval of the Application to secure the approval of the Modification by the SFWMD and, if applicable, the US Army Corps of Engineers and the County's Division of Environmental Resources Management (the "Environmental Agencies"). The Developer shall cooperate fully with the City, including by promptly signing any applications and documents required by the Environmental Agencies in connection with the approval of the Modification. The Developer shall cause the conveyance of the Off-Site Parcel to the City at no cost to the City in its "as is, where is" condition, subject to all existing exceptions and encumbrances and to be held as public park land, within ten (10) business days following the approval of the Modification. As additional consideration, the Developer agrees not to seek certificates of occupancy for more than 505 units until such time as full payment is made to the City. ~~the City has secured the approval of the Modification.~~~~

Section 2 of the Declaration, recorded in July of 2022, states:

Dedication of Off-Site Open Space Parcel. To help mitigate the Application's impact on the City's park and recreational facilities, the Owners have identified for future conveyance to the City that certain parcel of land, consisting of approximately fifty (50) acres, which is located generally on the north side of NW 74 Street and west of NW 107 Avenue and which is currently being maintained as a preservation area, as more particularly described in Exhibit "B" (the "Off-Site Parcel"). As a condition to the approval of the Application, the Owners shall convey the Off-Site Parcel to the City at no cost to the City. The City and the Owners acknowledge that the City's intended use of the Off-Site Parcel as a passive recreational area, including public view corridors (the "City Intended Use"), may require the approval of a modification of that certain conservation easement in favor of the South Florida Water Management District (the "SFWMD"), as amended, which is recorded at Official Records Book 27780, Pages 4630-4750 of the Public Records of Miami-Dade County (the "Modification"). The

City shall have one-hundred and eight (180) days (unless such time is extended by the mutual agreement of the Owners and the City) following final approval of the Application to secure the approval of the Modification from the SFWMD and, if applicable, the US Army Corps of Engineers and the County's Division of Environmental Resources Management (the "Environmental Agencies"). The Owners shall cooperate fully with the City, including by promptly signing any applications and documents required by the Environmental Agencies in connection with the approval of the Modification. The Owners shall cause the conveyance of the Off-Site Parcel to the City at no cost to the City in its "as is, where is" condition, subject to all existing exceptions and encumbrances and to be held as public park land, within ten (10) business days following the approval of the Modification. As additional consideration, the Owners agree not to seek certificates of occupancy for more the 505 units until such time as the City has secured the approval of the Modification.

Given changes in circumstances, Applicants wish to modify this condition to read as follows, in the Modification of Declaration of Restrictions:

~~Dedication of Off Site Open Space Parcel. Contribution toward City Parks. To help mitigate the Application's impact on the City's park and recreational facilities, the Owners shall make a one-time contribution of \$ _____ to the City which shall be used for the acquisition, improvement, and/or maintenance of City park and recreation facilities and/or for programming at City park and recreation facilities. have identified for future conveyance to the City that certain parcel of land, consisting of approximately fifty (50) acres, which is located generally on the north side of NW 74 Street and west of NW 107 Avenue and which is currently being maintained as a preservation area, as more particularly described in Exhibit "B" (the "Off Site Parcel"). As a condition to the approval of the Application, the Owners shall convey the Off Site Parcel to the City at no cost to the City. The City and the Owners acknowledge that the City's intended use of the Off Site Parcel as a passive recreational area, including public view corridors (the "City Intended Use"), may require the approval of a modification of that certain conservation easement in favor of the South Florida Water Management District (the "SFWMD"), as amended, which is recorded at Official Records Book 27780, Pages 4630-4750 of the Public Records of Miami Dade County (the "Modification"). The City shall have one hundred and eight (180) days (unless such time is extended by the mutual agreement of the Owners and the City) following final approval of the Application to secure the approval of the Modification from the SFWMD and, if applicable,, the US Army~~

~~Corps of Engineers and the County's Division of Environmental Resources Management (the "Environmental Agencies"). The Owners shall cooperate fully with the City, including by promptly signing any applications and documents required by the Environmental Agencies in connection with the approval of the Modification. The Owners shall cause the conveyance of the Off-Site Parcel to the City at no cost to the City in its "as is, where is" condition, subject to all existing exceptions and encumbrances and to be held as public park land, within ten (10) business days following the approval of the Modification. As additional consideration, the Owners agree not to seek certificates of occupancy for more the 505 units until full payment is made to the City such time as the City has secured the approval of the Modification.~~

The Sixth Amendment, recorded in January of 2024, states in relevant part:

In addition, to help mitigate the impact of the construction of the Additional Units on the City's park and recreation facilities, Century Midtown has identified for future conveyance to the City that certain parcel of land, consisting of approximately fifty (50) acres, which is located generally on the north side of NW 74 Street and west of NW 107 Avenue and which is currently being maintain as a preservation area, as more particularly described in Exhibit "B" (the "Off-Site Parcel"). As a condition to the approval of this Amendment, Century Midtown shall cause the conveyance of the Off-Site Parcel to the City at no cost to the City. The City and Century Midtown acknowledge that the City's intended use of the Off-Site Parcel as a passive recreational area, including public view corridors (the "City's Intended Use"), may require the approval of modification of that certain conversation easement in favor of the South Florida Water Management District (the "SFWMD"), as amended, which is recorded at Official Records Book 27780, Pages 4630-4750 of the Public Records of Miami-Dade County (the "Modification"). The City shall have one-hundred and eighty (180) days (unless such time is extended by mutual agreement of Century Midtown and the City) following final approval of the Amendment to secure the approval of the Modification by the SFWMD and, if applicable, the US Army Corps of Engineers and the County's Division of Environmental Resources Management (the "Environmental Agencies"). Century Midtown shall cooperate fully with the City, including by promptly signing any applications and documents required by the Environmental Agencies in connection with the approval of the Modification. Century Midtown shall cause the conveyance of the Off-Site Parcel to the City at no cost to the City in its "as is, where is" condition, subject to all existing exceptions and encumbrances

and to be held as public park land, withing ten (10) business day following the approval of the Modification. As additional conversation, Century Midtown agrees not to seek certificates of occupancy for more than 505 units until such time as the City has secured the approval of the Modification.

Given changes in circumstances, Applicants wish to modify this condition to read as follows, in the Seventh Amendment to Settlement Agreement:

In addition, to help mitigate the impact of the construction of the Additional Units on the City's park and recreation facilities, the Developer shall make a one-time contribution of \$ _____ to the City which shall be used for the acquisition, improvement, and/or maintenance of City park and recreation facilities and/or for programming at City park and recreation facilities. ~~Century Midtown has identified for future conveyance to the City that certain parcel of land, consisting of approximately fifty (50) acres, which his located generally on the north side of NW 74 Street and west of NW 107 Avenue and which is currently being maintain as a preservation area, as more particularly described in Exhibit "B" (the "Off Site Parcel"). As a condition to the approval of this Amendment, Century Midtown shall cause the conveyance of the Off Site Parcel to the City at no cost to the City. The City and Century Midtown acknowledge that the City's intended use of the Off Site Parcel as a passive recreational area, including public view corridors (the "City's Intended Use"), may require the approval of modification of that certain conversation easement in favor of the South Florida Water Management District (the "SFWMD"), as amended, which is recorded at Official Records Book 27780, Pages 4630-4750 of the Public Records of Miami Dade County (the "Modification"). The City shall have one hundred and eighty (180) days (unless such time is extended by mutual agreement of Century Midtown and the City) following final approval of the Amendment to secure the approval of the Modification by the SFWMD and, if applicable, the US Army Corps of Engineers and the County's Division of Environmental Resources Management (the "Environmental Agencies"). Century Midtown shall cooperate fully with the City, including by promptly signing any applications and documents required by the "Environmental Agencies in connection with the approval of the Modification. Century Midtown shall cause the conveyance of the Off Site Parcel to the City at no cost to the City in its "as is, where is" condition, subject to all existing exceptions and encumbrances and to be held as public park land, withing ten (10) business day following the approval of the Modification. As additional conversation, Century Midtown agrees not to seek certificates of occupancy for more than 505 units until~~

August 7, 2025

Page 2

such time as full payment is made to the City ~~the City has secured the approval of the Modification.~~

We appreciate your favorable review of this request. Should you have any questions or concerns, please feel free to contact me at 305.789.7530.

Sincerely,

HOLLAND & KNIGHT LLP

A handwritten signature in blue ink, appearing to read 'M. Soler'.

Miriam Soler Ramos, Esq.

Enclosures



CFN 2022R0315324
OR BK 33135 Pgs 3713-3779 (67Pgs)
RECORDED 04/18/2022 09:52:37
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by:

Name: Alejandro J. Arias, Esq.
Address: Holland & Knight LLP
701 Brickell Avenue
Suite 3000
Miami, Florida 33131

(Space reserved for Clerk of Court)

**SECOND MODIFICATION OF MASTER DEVELOPMENT AGREEMENT
RECORDED AT OFFICIAL RECORDS BOOK 29422 AT PAGES 4516 - 4530**

THIS SECOND MODIFICATION TO THE MASTER DEVELOPMENT AGREEMENT (hereinafter the "Second Modification") is entered into this 8 day of April, 2022, by and between Century Midtown Properties, LLC, a Florida limited liability company, Century Town Center 1, LLC, a Delaware limited liability company, and Century Town Center 2, LLC, a Delaware limited liability company (collectively the "Developer"), and the City of Doral, Florida, a Florida municipal corporation (hereinafter the "City").

WITNESSETH:

WHEREAS, the Developer is the owner of the real property located within the boundaries of the City, the legal description of which is attached hereto and made a part hereof as Exhibit "A";

WHEREAS, the Property is currently designated "Community Mixed-Use" on the City's Comprehensive Plan and zoned "Planned Unit Development (PUD)" pursuant to the Land Development Regulations;

WHEREAS, on December 8, 2014, a Development Agreement was entered into between the Developer and the City, and was recorded in the Public Records of Miami-Dade County in Official Records Book 29422 at Pages 4516 – 4530 (the "Development Agreement"), a copy of which is attached as Exhibit "B";

WHEREAS, the Development Agreement approved the phased development of the Property with a maximum of 1,548 dwelling units, 300,000 square feet of gross leasable area of

commercial use, 75,000 square feet of net leasable area of office use, and a 47,000 square foot clubhouse, as permitted by the City's Comprehensive Plan and the Land Development Regulations (the "Project");

WHEREAS, on February 12, 2020, a Modification to the Development Agreement was entered into between the then owner of the property covered by the Development Agreement and the City, which is recorded in the Public Records of Miami-Dade County in Official Records Book 31982 at Pages 4378 - 4408, a copy of which is attached as Exhibit "C", to allow for the development of the phases that remained unbuilt, and to establish the remaining development rights under a new phasing schedule: "Phase II", "Phase III", "Phase IV", "Phase V", and Phase "VI" (the "Modification");

WHEREAS, each of these phases are treated as their own respective self-contained projects and subdivisions under "Planned Unit Development (PUD)" Land Development Regulations;

WHEREAS, Phase II, which encompasses the Property, may be developed with a maximum of 505 dwelling units, 89,750 square feet of gross leasable area of commercial use, and a 47,000 square foot clubhouse;

WHEREAS, the Developer now seeks to modify the Phase II development program to allow for an increase of 170 dwelling units (the "Additional Units") and an increase of 4,650 square feet of gross leasable area of commercial use;

WHEREAS, the Second Modification will allow for the more effective and efficient use of land resources, and will serve to provide for a more balanced and sustainable mix of uses on the Property;

WHEREAS, pursuant to Paragraph 22 of the Second Modification, the Development Agreement may be modified, amended, or released by the City and the owner(s) of the respective

and individual Phase being modified, amended, or released, without the consent of any other owners of the other Phases, their successors or assigns, provided that such modification, amendment, release has been approved by the City after public hearing.

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

1. Paragraph 5 of the Development Agreement is modified as follows:

FROM:

- “5. Permitted Development Uses and Building Intensities.

- a. **Permitted Development Uses.** Concurrently with the adoption and acceptance of this Agreement, the Developer has proffered and the City has accepted and adopted the Conceptual Master Plan and the Pattern Book as the binding development criteria for the Property (collectively, the "Project Approval"). In granting the Project Approval, the City has determined and hereby concurs that the Project is consistent with the City's Comprehensive Plan and that the Project Approval in accordance with the Land Development Regulations. Upon execution of this Agreement, the City confirms and agrees that the Property may be developed and used in the manner set forth in the Project Approval, the City's Comprehensive Plan, and the Land Development Regulations.
- b. **Phasing, Density and Intensities, Building Heights, and Setbacks.** Unless approved by the City in the future, the maximum density and intensities, setbacks, and height for any development on the Property shall be regulated by the Project Approval, the Land Development Regulations, and the applicable provisions and designations in the Comprehensive Plan in effect at the time of site plan approval.
 - i. **Phasing.** The Project will be developed in six (6) phases (the "Phases" or individually, a Phase) as contemplated in the Conceptual Master Plan, and as delineated below:

<i>Phase I:</i>	Maximum of 537 dwelling units and 68,500 square feet of gross leasable area of commercial use.
<i>Phase II:</i>	Maximum of 505 dwelling units, 89,750 square feet of gross leasable area of commercial use, and a 47,000 square foot

clubhouse.

Phase III: Maximum of 253 dwelling units and 44,875 square feet of gross leasable area of commercial use.

Phase IV: Maximum of 126 dwelling units and 22,437.5 square feet of gross leasable area of commercial use.

Phase V: Maximum of 127 dwelling units and 22,437.5 square feet of gross leasable area of commercial use.

Phase VI: Maximum of 52,000 square feet of gross leasable area of commercial use and 75,000 square feet of net leasable area of office use.

- ii. While the Conceptual Master Plan contemplates that the Property will be developed in six (6) Phases, which phases may not be sequential, residential density, and office and retail intensity may be shifted to other Phases of the Project so long as said transfer does not result in an overall increase of residential density or office and retail intensity for the Project. The Developer of each Phase shall adopt rules and regulations for the administration of the off-street parking within each phase which, at a minimum, recognize that guest spaces will be available for guests of the residents of each Phase. For purposes of illustration, 136 spaces in the garages that serve the four existing buildings in Phase I of the Project shall be designated as guest spaces for use by the guest of the residents in Phase I.
 - iii. **Density and Intensities.** Maximum density is further determined by the provisions of that certain Settlement Agreement, dated June 12, 2005, as modified by that certain Amendment to Settlement Agreement, approved by the City of Doral on February 12, 2007, pursuant to Resolution No. 07-06, as modified by the Second Amendment to Settlement Agreement recorded in Official Records Book 28642 at Page 4067 of the Public Records of Miami-Dade County, Florida, and as subsequently amended by that certain Third Amendment to Settlement Agreement recorded in Official Records Book 29252 at Page 1882 of the Public Records of Miami-Dade County, Florida, as it applies to the Property and as may be amended from time to time (collectively, the "Settlement Agreement").
 - iv. **Height.** The height of the buildings within the Project shall not exceed eight (8) stories; except within Phases IV and V wherein buildings may reach a height of ten (10) stories.
- c. **Residential Unit Type Mix.** Subject to the provisions of the Settlement Agreement, the Developer reserves the ability to modify the mix of the residential unit types to convert the mix of unit types between multi-family units and townhome units so long as said modification does not result in an overall increase of residential density for the Project.

The reduction of residential density resulting from the modification of the residential unit type mix shall be deemed consistent with the Project Approval, the Land Development Regulations, and the applicable provisions and designations in the Comprehensive Plan.”

TO:

“5. Permitted Development Uses and Building Intensities.

- a. **Permitted Development Uses.** Concurrently with the adoption and acceptance of this Agreement, the Developer has proffered and the City has accepted and adopted the Conceptual Master Plan and the Pattern Book as the binding development criteria for the Property (collectively, the "Project Approval"). In granting the Project Approval, the City has determined and hereby concurs that the Project is consistent with the City's Comprehensive Plan and that the Project Approval in accordance with the Land Development Regulations. Upon execution of this Agreement, the City confirms and agrees that the Property may be developed and used in the manner set forth in the Project Approval, the City's Comprehensive Plan, and the Land Development Regulations.
- b. **Phasing, Density and Intensities, Building Heights, and Setbacks.** Unless approved by the City in the future, the maximum density and intensities, setbacks, and height for any development on the Property shall be regulated by the Project Approval, the Land Development Regulations, and the applicable provisions and designations in the Comprehensive Plan in effect at the time of site plan approval.
 - i. **Phasing.** The Project will be developed in six (6) phases (the “Phases” or individually, a Phase) as contemplated in the Conceptual Master Plan, and as delineated below:

<i>Phase I:</i>	Maximum of 537 dwelling units and 68,500 square feet of gross leasable area of commercial use.
<i>Phase II:</i>	Maximum of 505 <u>675</u> dwelling units, 89,750 <u>93,000</u> square feet of gross leasable area of commercial use, and a 47,000 square foot clubhouse.
<i>Phase III:</i>	Maximum of 253 dwelling units and 44,875 square feet of gross leasable area of commercial use.
<i>Phase IV:</i>	Maximum of 126 dwelling units and 22,437.5 square feet of gross leasable area of commercial use.
<i>Phase V:</i>	Maximum of 127 dwelling units and 22,437.5 square feet of gross leasable area of commercial use.
<i>Phase VI:</i>	Maximum of 52,000 square feet of gross leasable area of commercial use and 75,000 square feet of net leasable area of office use.

- ii. While the Conceptual Master Plan contemplates that the Property will be developed in six (6) Phases, which phases may not be sequential, residential density, and office and retail intensity may be shifted to other Phases of the Project so long as said transfer does not result in an overall increase of residential density or office and retail intensity for the Project. The Developer of each Phase shall adopt rules and regulations for the administration of the off-street parking within each phase which, at a minimum, recognize that guest spaces will be available for guests of the residents of each Phase. For purposes of illustration, 136 spaces in the garages that serve the four existing buildings in Phase I of the Project shall be designated as guest spaces for use by the guest of the residents in Phase I.
- iii. **Density and Intensities.** Maximum density is further determined by the provisions of that certain Settlement Agreement, dated June 12, 2005, as modified by that certain Amendment to Settlement Agreement, approved by the City of Doral on February 12, 2007, pursuant to Resolution No. 07-06, as modified by the Second Amendment to Settlement Agreement recorded in Official Records Book 28642 at Page 4067 of the Public Records of Miami-Dade County, Florida, ~~and~~ as subsequently amended by that certain Third Amendment to Settlement Agreement recorded in Official Records Book 29252 at Page 1882 of the Public Records of Miami-Dade County, Florida, that certain Fourth Amendment to Settlement Agreement pursuant to Resolution No. 15-209, passed and adopted by the City Council on October 21, 2015, and that certain Fifth Amendment to Settlement Agreement pursuant to Resolution No. 21-248 passed and adopted by the City Council on October 27, 2021, as it applies to the Property and as may be amended from time to time (collectively, the "Settlement Agreement").
- iv. **Height.** The height of the buildings within the Project shall not exceed eight (8) stories; except within Phases IV and V wherein buildings may reach a height of ten (10) stories.
- c. **Residential Unit Type Mix.** Subject to the provisions of the Settlement Agreement, the Developer reserves the ability to modify the mix of the residential unit types to convert the mix of unit types between multi-family units and townhome units so long as said modification does not result in an overall increase of residential density for the Project. The reduction of residential density resulting from the modification of the residential unit

type mix shall be deemed consistent with the Project Approval, the Land Development Regulations, and the applicable provisions and designations in the Comprehensive Plan.”

3. Additional Provisions.

a. **Workforce Housing Requirements.** The Developer shall make ten percent (10%) of the Additional Dwelling units in Phase II (the "Workforce Housing Units," as such term is defined in Section 74-887 (d) of the City Code), available to "Eligible Workforce Households," as such term is defined in Section 74-887 (b) of the City Code, for period of twenty years after the issuance of a certificate of occupancy for the Workforce Housing Units (the "Control Period"). Beginning on July 1 of the first year of the Control Period, and on every July 1 of every year of the Control Period, the Developer shall submit documentation to the City verifying that the Workforce Housing Units are being rented to Eligible Workforce Households.

b. **Off-Site Park Parcel Dedication.** To help mitigate the Application’s impact on the City’s park and recreation facilities, the Developer has identified for future conveyance to the City that certain parcel of land, consisting of approximately fifty (50) acres, which is located generally on the north side of NW 74 Street and west of NW 107 Avenue and which is currently being maintained as a preservation area, as more particularly described in Exhibit "C" (the "Off-Site Parcel"). As a condition to the approval of the Application, the Developer shall convey the Off-Site Parcel to the City at no cost to the City. The City and the Developer acknowledge that the City’s intended use of the Off-Site Parcel as a passive recreational area, including public view corridors (the “City’s Intended Use”), may require the approval of a modification of that certain conservation easement in favor of the South Florida Water Management District (the "SFWMD"), as amended, which is recorded at Official Records Book 27780, Pages 4630-4750 of the Public Records of Miami-Dade County (the “Modification”). The City shall have one-hundred and eighty (180) days (unless such time is extended by mutual agreement of the Developer and the City)

following final approval of the Application to secure the approval of the Modification by the SFWMD and, if applicable, the US Army Corps of Engineers and the County's Division of Environmental Resources Management (the "Environmental Agencies"). The Developer shall cooperate fully with the City, including by promptly signing any applications and documents required by the Environmental Agencies in connection with the approval of the Modification. The Developer shall cause the conveyance of the Off-Site Parcel to the City at no cost to the City in its "as is, where is" condition, subject to all existing exceptions and encumbrances and to be held as public park land, within ten (10) business days following the approval of the Modification. As additional consideration, the Developer agrees not to seek certificates of occupancy for more than 505 units until such time as the City has secured the approval of the Modification.

c. **Use of Clubhouse Amenities.** The use of the clubhouse amenities shall be limited to the residents of the Midtown PUD, their guests and invitees. Notwithstanding anything in the Homeowners' Association Documents for Midtown Doral (the "HOA Documents") to the contrary, this provision, and the provisions sets forth in the Declaration of Restrictions proffered by Century Midtown Properties, LLC (the "Declaration") and the Fifth Amendment to Settlement Agreement (the "Fifth Amendment"), shall supersede all conflicting language set forth therein.

d. **Electric Vehicle Charging Stations.** Notwithstanding anything in the Development Agreement to the contrary, the development of Phase II shall comply with the provisions of Section 77-141 of the City Code.

e. **On Demand Shuttle Service.** Within 180 days following the issuance of a certificate of occupancy for the clubhouse, the owner of the clubhouse shall provide transportation within the boundaries of the Midtown PUD to residents of the Midtown PUD (their guests and invitees) to and from the clubhouse during the operating hours of the clubhouse. The

transportation service may be provided on an *on-call / on-demand* basis or on a fixed route and schedule and through a third party service.

4. Except as hereby amended, all other conditions and provisions of the Development Agreement shall remain in full force and effect.

[*SIGNATURE PAGES FOLLOW*]

IN WITNESS WHEREOF, the Developer caused these presents to be signed in their name by their proper officials.

March, Signed, witnessed, executed and acknowledged on this 9 day of 2022.

WITNESSES:

JOSELINE
Signature
JOSELINE PEREZ
Printed Name

[Signature]
Signature
Flora Lopez
Printed Name

DEVELOPER:

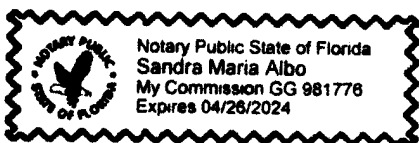
Century Midtown Properties, LLC,
a Florida limited liability company

By: [Signature]
Name: Sergio Pind
Title: _____

STATE OF Florida)
COUNTY OF Miami-Dade) SS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9 day of March, 2022, by SERGIO PIND, as _____ of Century Midtown Properties, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

[NOTARIAL SEAL]



Sandra Maria Albo
Print Name: Sandra Maria Albo
Notary Public, State of Florida
Commission #: CC 981776
My Commission Expires: April 26, 2024

IN WITNESS WHEREOF, the Developer caused these presents to be signed in their name by their proper officials.

Signed, witnessed, executed and acknowledged on this 9 day of March, 2022.

WITNESSES:

[Signature]
Signature
Jose M. Rivera
Printed Name

[Signature]
Signature
Thomas Loyola
Printed Name

DEVELOPER:

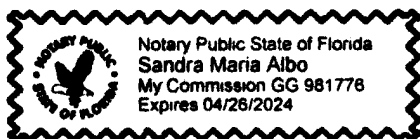
Century Town Center 1, LLC,
a Delaware limited liability company

By: [Signature]
Name: Sergio Pardo
Title: _____

STATE OF Florida)
COUNTY OF Miami-Dade) SS:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9 day of March, 2022, by SERGIO PARDO, as _____ of **CENTURY TOWN CENTER 1, LLC**, a Delaware limited liability company, who is personally known to me or _____ has produced _____ as identification.

[NOTARIAL SEAL]



[Signature]
Print Name: Sandra Maria Albo
Notary Public, State of Florida
Commission #: 66 981776
My Commission Expires: April 26, 2024

IN WITNESS WHEREOF, the Developer caused these presents to be signed in their name by their proper officials.

Signed, witnessed, executed and acknowledged on this 9 day of March, 2022.

WITNESSES:

[Signature]
Signature
Joseline Perez
Printed Name

[Signature]
Signature
Flora Lopez
Printed Name

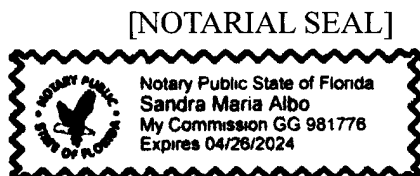
DEVELOPER:

Century Town Center 2, LLC,
a Delaware limited liability company

[Signature]
By:
Name: Sergio Pineda
Title: _____

STATE OF _____)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9 day of March, 2022, by SERGIO PINEDA, as _____ of **CENTURY TOWN CENTER 2, LLC**, a Delaware limited liability company, who is personally known to me or _____ has produced _____ as identification.




[Signature]
Print Name: Sandra Maria Albo
Notary Public, State of Florida
Commission #: GG 981776
My Commission Expires: April 28, 2024

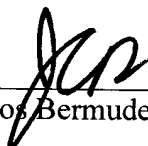
IN WITNESS WHEREOF, the City caused these presents to be signed in their name by their proper officials.

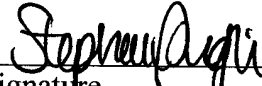
Signed, witnessed, executed and acknowledged on this 8th day of April, 2022.

WITNESSES:

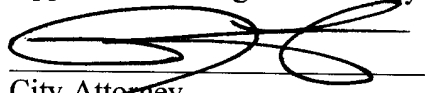
CITY OF DORAL:


Signature
Yamil Hernandez
Printed Name

By: 
Juan Carlos Bermudez, Mayor


Signature
Stephanie Puglia
Printed Name

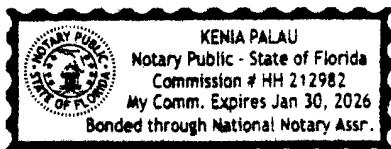
Approved as to legal sufficiency:


City Attorney

STATE OF Florida)
COUNTY OF Miami Dade) SS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8 day of April, 2022, by Juan Carlos Bermudez, as the Mayor of the City of Doral, who is personally known to me or who has produced as identification.

[NOTARIAL SEAL]



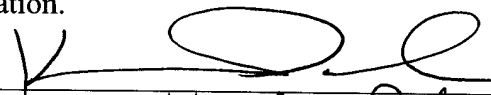

Print Name: Kenia Palau
Notary Public, State of Florida
Commission #: HH212982
My Commission Expires: Jan. 30, 2026

EXHIBIT "A"

PHASE II - LEGAL DESCRIPTION

#155252689_v1

PARCEL 1 (PHASE 5 & 6)

A portion of Section 8, Township 53 South, Range 40 East, City of Doral, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 8; thence S01°43'29"E, along the West Line of the Northwest 1/4 of said Section 8, for a distance of 240.07 feet; thence N89°39'28"E for a distance of 40.01 feet; thence continue N89°39'28"E for a distance of 310.09 feet; thence S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 379.33 feet to a point hereinafter referred to as Reference Point "A"; thence from the aforementioned Reference Point "A"; continue S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 60.00 feet; thence continue S01°43'29"E, along the last described line for a distance of 508.24 feet to a point hereinafter referred to as Reference Point "B"; thence from the aforementioned Reference Point "B"; continue S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 50.00 feet; thence continue S01°43'29"E, along the last described line for a distance of 1363.29 feet to a point hereinafter referred to as Reference Point "C"; thence S01°43'29"E, along the West Line of a 170 feet wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 60.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue S01°43'29"E, along the last described line for a distance of 606.88 feet to a point, said point being the Northeast Corner of Lot 10, Block 1 of "MIDTOWN AT DORAL", as recorded in Plat Book 171, at Page 78 of the Public Records of Miami-Dade County, Florida; thence S88°16'31"W, along the Northerly Line of said Lot 10 for a distance of 132.17 feet; the following six (6) courses and distance being along the Easterly and Northerly Boundary Line of the Clubhouse Parcel as recorded in Special Warranty Deed in Official Records Book 32836, Page 1254, of the Public Records of Miami-Dade County, Florida; 1) thence N01°43'29"W for a distance of 120.00 feet; 2) thence S88°16'31"W for a distance of 4.00 feet; 3) thence N01°43'29"W for a distance of 1.17 feet; 4) thence S88°16'31"W for a distance of 32.50 feet; 5) thence S01°43'29"E for a distance of 4.24 feet; 6) thence S88°16'31"W for a distance of 141.33 feet to its intersection with a line 40.00 feet East of and parallel with the West Line of the Northwest 1/4 of said Section 8, said line also being the Easterly Right-of-way Line of N.W. 107th Avenue as recorded in Official Records Book 24939, at Page 4001 of the Public Records of Miami-Dade County, Florida; thence N01°43'29"W, along the last described line for a distance of 464.95 feet to a point of curvature of a circular curve to the right, concave to the southeast; thence

Northerly, Northeasterly and Easterly along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 90°00'00" for an arc distance of 39.27 to a point of tangency; thence N88°16'31"E, along the South Line of N.W. 82nd Street Right-of-way line, as shown on Plat of "Grand Bay South Roads", as recorded in Plat Book 171, at Page 91 of the Public Records of Miami-Dade County, Florida, for a distance of 285.00 feet to the POINT OF BEGINNING.

OF BEGINNING. LESS the external area formed by a 25 foot radius curve, concave to the Northeast and tangent to the South and West of the herein described Parcel.
TOGETHER WITH:

Parcel 3:

A portion of the West 1/2 of Section 8, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 8; thence S01°43'29"E, along the West Line of the Northwest 1/4 of said Section 8, for a distance of 1096.08 feet; thence N88°16'31"E for a distance of 40.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue N88°16'31"E for a distance of 206.00 feet; thence S01°43'29"E for a distance of 100.00 feet; thence N88°16'31"E for a distance of 104.00 feet; thence S01°43'29"E, along the West Line of a 170.00 foot F.P.L. Easement as recorded in Official Records Book 6142, Page 326, for a distance of 50.00 feet; thence S88°16'31"W for a distance of 104.00 feet; thence S01°43'29"E for a distance of 104.32 feet; thence S88°16'31"W for a distance of 206.00 feet to a point on a line 40.00 feet East of and parallel with the West Line of said Section 8; thence N01°43'29"W, along the last described line for a distance of 254.32 feet to the POINT OF BEGINNING.

PARCEL II (PHASE 7 & 8)

The South 644.84 feet of the following described three (3) Parcels of Land.

Parcel 1:

A portion of Section 8, Township 53 South, Range 40 East, City of Doral, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 8; thence S01°43'29"E, along the West Line of the Northwest 1/4 of said Section 8, for a distance of 240.07 feet; thence N89°39'28"E for a distance of 40.01 feet; thence continue N89°39'28"E for a distance of 310.09 feet; thence S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 379.33 feet to a point hereinafter referred to as Reference Point "A", said point also known as the S.W. Corner of Tract "A1", "GRAND BAY NORTH", according to the plat thereof, as recorded in Plat Book 170, Page 64, of the Public Records of Miami - Dade County, Florida; thence S01°43'29"E, along the West line of a 170 feet wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326, of the Public Records of Miami - Dade County, Florida, for a distance of 60.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue S01°43'29"E, along the last described line for a distance of 508.24 feet to a point hereinafter referred to as Reference Point "B"; thence S88°16'31"W for a distance of 104.00 feet; thence N01°43'29"W for a distance of 100.00 feet; thence S88°16'31"W for a distance of 206.00 feet; thence N01°43'29"W, along a line 40.00 feet East of and parallel with the West Line of the Northwest 1/4 of said Section 8, for a distance of 408.24 feet; thence N88°16'31"E for a distance of 310.00 feet to the POINT OF BEGINNING. Less that portion of Right -of-Way dedicated per the plat of Grand Bay North, according to the plat thereof as recorded in Plat Book 170, at Page 64, of the Public Records of Miami - Dade County, Florida.

TOGETHER WITH:

Parcel 2:

COMMENCE at the aforementioned Reference Point "B"; thence S01°43'29"E, along the West Line of a 170 feet wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326, of the Public Records of Miami - Dade County, Florida, for a distance of 50.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue S01°43'29"E, along the last described line for a distance of 1363.29 feet to a point hereinafter refer to as Reference Point "C"; thence S88°16'31"W for a distance of 310.00 feet; thence N01°43'29"W, along a line 40.00 feet East of and parallel with the West Line of the Southwest 1/4 of said Section 8, for a distance of 1258.97 feet; thence N88°16'31"E for a distance of 206.00 feet; thence N01°43'29"W for a distance of 104.32 feet; thence N88°16'31"E for a distance of 104.00 feet to the POINT

PARCEL III: (CENTURY TOWNE PLACE- CLUBHOUSE PARCEL)

A portion of Section 8, Township 53 South, Range 40 East, City of Doral, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 8; thence S01°43'29"E, along the West Line of the Northwest 1/4 of said Section 8, for a distance of 240.07 feet; thence N89°39'28"E for a distance of 40.01 feet; thence continue N89°39'28"E for a distance of 310.09 feet; thence S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 379.33 feet to a point hereinafter referred to as Reference Point "A"; thence from the aforementioned Reference Point "A"; continue S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 60.00 feet; thence continue S01°43'29"E, along the last described line for a distance of 508.24 feet to a point hereinafter referred to as Reference Point "B"; thence from the aforementioned Reference Point "B"; continue S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 50.00 feet; thence continue S01°43'29"E, along the last described line for a distance of 1363.29 feet to a point hereinafter referred to as Reference Point "C"; thence S01°43'29"E, along the West Line of a 170 feet wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 60.00 feet; thence continue S01°43'29"E, along the last described line for a distance of 606.88 feet to a point, said point being the Northeast Corner of Lot 10, Block 1 of "MIDTOWN AT DORAL", as recorded in Plat Book 171, at Page 78 of the Public Records of Miami-Dade County, Florida; thence continue S88°16'31"W, along the North Line of said Lot 10, for a distance of 132.17 feet the POINT OF BEGINNING of the hereinafter described Parcel of Land; the next following described three (3) courses and distances being along the North Line of said Lot 10; 1) thence S88°16'31"W for a distance of 40.83 feet; 2) thence N01°43'29"W for a distance of 10.00 feet; 3) thence S88°16'31"W for a distance of 137.00 feet; thence continue N01°43'29"W, along a line 40.00 feet East of and parallel with the West Line of the Northwest 1/4 of said Section 8, for a distance of 106.93 feet; thence continue N88°16'31"E for a distance of 141.33 feet; thence continue N01°43'29"W for a distance of 4.24 feet; thence continue N88°16'31"E for a distance of 32.50 feet; thence continue S01°43'29"E for a distance of 1.17 feet; thence continue N88°16'31"E for a distance of 4.00 feet; thence continue S01°43'29"E for a distance of 120.00 feet to the POINT OF BEGINNING.

EXHIBIT "B"

**MASTER DEVELOPMENT AGREEMENT
RECORDED AT OFFICIAL RECORDS BOOK 29422 AT PAGES 4516 - 4530**

#155252689_v1

This instrument was prepared by:

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

(Space reserved for Clerk of Court)

MASTER DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter the "Agreement") is made and entered into this 8 day of December, 2014, by and between 107 Avenue Doral Properties, LLC, Florida limited liability company (the "Developer"), and the City of Doral, Florida, a Florida municipal corporation (the "City").

WITNESSETH:

WHEREAS, the Developer is the owner of the real property located within the boundaries of the City, the legal description of which is attached hereto and made a part hereof as Exhibit "A" (the "Property");

WHEREAS, the Property is currently designated "Community Mixed Use" on the City's Comprehensive Plan (as herein defined) and zoned Planned Unit Development pursuant to the Land Development Regulations (as herein defined);

WHEREAS, the Developer and the City mutually desire that the Property be developed with a maximum of 1,548 dwelling units, 300,000 square feet of gross leasable area of commercial use, and 75,000 square feet of net leasable area of office use, as permitted by the Comprehensive Plan and the Land Development Regulations (the "Project");

WHEREAS, the Developer and the City desire to establish certain terms and conditions relating to the proposed development of the Property and wish to establish certainty as to the ultimate development of the Project, as provided pursuant to Chapter 68, Article V, Division 5 of the City's Land Development Regulations;

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

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference. All exhibits to the Agreement are hereby deemed a part hereof.

2. Definitions.

- a. "Additional Term" is defined in Section 4 of this Agreement.
- b. "Comprehensive Plan" means the City's comprehensive plan meeting the requirements of Chapter 163, F.S.
- c. "Conceptual Master Plan" is that master development plan entitled "Midtown Doral," prepared by Pascual, Perez, Kiliddjian, and Associates, dated October 3, 2014, and approved by the City, which regulates the nature of the streets and blocks and establishes the lots and building sites within the Property and, along with the Pattern Book, govern the future development and subsequent review of all detailed development site plans for the Project.
- d. "Developer" means the person undertaking the development of the Property, as defined in the preamble to this Agreement, or any successors or assigns thereof that (a) acquire an interest in any portion of the Property from the Developer pursuant to sale or ground lease for the purpose of the development and resale or sublease and (b) is specifically assigned rights as Developer hereunder by the Developer pursuant to an express written assignment. Upon execution and recording of such assignment, the assignee will be deemed the Developer hereunder to the extent set forth in such assignment.
- e. "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, and/or the dividing of land into three or more parcels.
- f. "Development Permit" 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.
- g. "Effective Date" is the date of recording of this Agreement in the Public Records of Miami-Dade County, Florida.
- h. "Entire Term" is the total term of this Agreement.
- i. "Governing Body" means the board of county commissioners of a county, the commission or council of an incorporated municipality, or any other chief governing body of a unit of local government.
- j. "Land" means the earth, water, and air, above, below, or on the surface and includes and improvements or structures customarily regarded as land.
- k. "Land Development Regulations" means ordinances, rules, and policies in effect on the Effective Date, which have been enacted and implemented by the City for the regulation of any aspect of development and includes any local government zoning, rezoning, subdivision, building construction, or sign

regulation or any other regulations controlling the development of, or construction upon, Land.

- l. "Laws" means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, and rules adopted by a local government affecting the development of Land.
- m. "Pattern Book" is the development manual that establishes the setbacks, heights, floor area ratio, building envelope, and other development parameters for the development of the individual building sites identified within the Conceptual Master Plan.
- n. "Project" means the development approved pursuant to the Project Approval.
- o. "Project Approval" is defined in Section 5 of this Agreement.
- p. "Property" is that certain +/-30 acre parcel of real property owned by the Developer, as more particularly described in Exhibit "A" attached hereto.
- q. "Public Facilities" means major capital improvements, including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, educational, parks and recreational, and health system facilities.
- r. "Site Plan" is comprised of a scaled and dimensioned site plan (with landscaping), elevation, and typical floor plans submitted for review and approval and for consistency with the Project Approval, as may be contemplated by Chapter 68, Article V, Division 5, and other applicable provisions of the Land Development Regulations.
- s. "Utility" includes any person, firm, corporation, association, or political subdivision, whether private, municipal, county, or cooperative, which is engaged in the sale, generation, provision, or delivery of gas, electricity, heat, oil, water sewer service, telephone service, telegraph service, radio service, or telecommunication service.

3. Intent. It is the intent of the Developer and the City that this Agreement should be construed and implemented so as to effectuate the purposes and intent of the parties and the purpose and intent of Chapter 68, Article V, Division 5 of the Land Development Regulations. The Developer acknowledges and agrees that this Agreement is not to be construed as a "Development Agreement" pursuant to Section 163.3221, Florida Statutes.

4. Effective Date and Duration.

a. This Agreement shall become effective on the Effective Date. The Agreement shall be recorded in the public records of Miami-Dade County, Florida and shall run with the land and shall be binding on all parties and all persons claiming under it for an initial term of thirty (30) years from the Effective Date, after which time it may be extended for a period of ten (10) years after approval by the City Council at a public hearing, unless an

instrument has been recorded agreeing to release, amend, or modify this Agreement in whole, or in part, as provided below.

b. The time frames set forth in this Agreement shall be considered stayed and tolled for the time lost resulting from the pendency of any moratorium, litigation or challenges that materially limit the ability of the Developer to continue the development of the Project.

5. Permitted Development Uses and Building Intensities.

a. **Permitted Development Uses.** Concurrently with the adoption and acceptance of this Agreement, the Developer has proffered and the City has accepted and adopted the Conceptual Master Plan and the Pattern Book as the binding development criteria for the Property (collectively, the "Project Approval"). In granting the Project Approval, the City has determined and hereby concurs that the Project is consistent with the City's Comprehensive Plan and that the Project Approval in accordance with the Land Development Regulations. Upon execution of this Agreement, the City confirms and agrees that the Property may be developed and used in the manner set forth in the Project Approval, the City's Comprehensive Plan, and the Land Development Regulations.

b. **Phasing, Density and Intensities, Building Heights, and Setbacks.** The maximum density and intensities, setbacks, and height for any development on the Property shall be regulated by the Project Approval, the Land Development Regulations, and the applicable provisions and designations in the Comprehensive Plan in effect at the time of site plan approval.

- i. **Phasing.** The Project will be developed in three (3) phases as contemplated in the Conceptual Master Plan. While the Conceptual Master Plan contemplates that the Property will be developed in three (3) phases, residential density, and office and retail intensity may be shifted to future phases of Project development so long as said transfer does not result in an overall increase of residential density or office and retail intensity for the Project.
- ii. **Density and Intensities.** Maximum density is further determined by the provisions of that certain Settlement Agreement, dated June 12, 2005, as modified by that certain Amendment to Settlement Agreement, approved by the City of Doral on February 12, 2007, pursuant to Resolution No. 07-06, as modified by the Second Amendment to Settlement Agreement recorded in Official Records Book 28642 at Page 4067 of the Public Records of Miami-Dade County, Florida, and as subsequently amended by that certain Third Amendment to Settlement Agreement recorded in Official Records Book 29252 at Page 1882 of the Public Records of Miami-Dade County, Florida, as it applies to the Property and as may be amended from time to time (collectively, the "Settlement Agreement").
- iii. **Height.** The height of the buildings within the Project shall not exceed eight (8) stories; except within Phase III wherein buildings may reach a height of ten (10) stories.

c. **Residential Unit Type Mix.** Subject to the provisions of the Settlement Agreement, the Developer reserves the ability to modify the mix of the residential unit types to convert the mix of unit types between multi-family units and townhome units so long as said modification does not result in an overall increase of residential density for the Project. The reduction of residential density resulting from the modification of the residential unit type mix shall be deemed consistent with the Project Approval, the Land Development Regulations, and the applicable provisions and designations in the Comprehensive Plan.

6. **Project Approval.**

a. The Project Approval authorizes the development of a Project that currently contemplates a development program as specifically described in the Pattern Book and the Conceptual Master Plan. This development program consists of 1,548 dwelling units, 300,000 square feet of gross leasable area of commercial use, and 75,000 square feet of office use. The development of the Property in conformity with this development program, as provided in the Pattern Book and the Conceptual Master Plan, is referred to herein as the "Project."

b. **Further Development Review.** This Agreement and the Project Approval establish the criteria upon which the Project shall be developed and shall set forth the sole and exclusive limitation upon the development of the Project. Consistent with the foregoing and pursuant to Subsection 68-40(a) of the City's Land Development Code, prior to the issuance of any building permit for any development within any portion of the Property (the "Building Site"), the Developer shall submit a Site Plan for the Building Site that includes the proposed buildings for administrative review and approval by the City's Planning and Zoning Director or as may otherwise be provided in the Land Development Regulations. The Site Plan for each Building Site shall be designed to generally conform to the Project Approval and the applicable provisions of the Land Development Regulations and Comprehensive Plan. Said Site Plan shall include the number of bedrooms, bathrooms, and the square footage of each residential unit shown on the Site Plan for that residential building.

c. Any Site Plan approved pursuant to the provisions of this Paragraph may be modified from time to time in accordance with Section 53-185(d) and Section 68-740 of the City's Land Development Code, as may be amended from time to time. Minor variations to the building placement, building style, and lot configuration may be approved administratively by the Director of the Planning and Zoning Department, or the executive officer of the successor of such Department, as provided in the Land Development Regulations.

d. In the event that the City's Planning and Zoning Director does not approve the Site Plan, the Director shall render his or her decision by notifying the Developer (or its assigns as to such portion of the Property) in writing by certified mail, overnight express delivery, or hand delivery. The Developer, or its assigns, has the right to appeal the administrative decision directly to the City Council for the City Council to determine whether the City's Planning and Zoning Director erred in his or her decision to deny the approval of the Site Plan based on the Site Plan's conformance with this Agreement, the Project Approval, and the applicable provisions of the Land Development Regulations and Comprehensive Plan. The City agrees to process any appeal to the City Council on an expedited basis and, in the absence of a force majeure event, agrees to hear and decide on any appeal within sixty (60) days from receipt of a letter from the Developer requesting such hearing addressed to the City Clerk and the City's

Planning and Zoning Director (or successor thereto), appealing the decision of the City's Planning and Zoning Director to the City Council.

7. **Rooftop Amenities.** The Developer may construct amenities, including accessory structures, on building rooftops and the top level of parking structures. The amenities may include, but shall not be limited to, recreational facilities, dining and food preparation areas, and landscaping.

8. **Maintenance of Common Areas.** The common areas of the Property shall be maintained by a homeowners' association, property owners' association, special taxing district, or community development district.

9. **Security During Construction.** During construction of the Project, Developer shall provide security to those phases under construction from 7:00pm to 7:00am, Monday through Friday, and 24 hours per day on weekends and holidays.

10. **Roadway Improvements.** In order to address the impacts of the proposed Project on the City and regional roadways, the Developer agrees to address and shall provide certain on-site and off-site roadway improvements to the area's roadway network. The Developer shall construct or cause to be constructed the following roadway improvements, as more particularly set forth below.

- a. The Developer shall restore any existing landscaping, irrigation, and lighting within the NW 107 Avenue median that may be impacted by the roadway improvements made to NW 107 Avenue in connection with the Project.
- b. Modifications to NW 107 Avenue to provide deceleration and/or right turn lanes at certain Project access points along NW 107 Avenue. A larger north-to-east turning radius may be constructed in lieu of turn lanes at the discretion of the Miami-Dade County Public Works and Waste Management Department Traffic Engineering Division.
- c. Dedication of right-of-way to accommodate a roadway width of sixty feet (60') for NW 78 Street to provide two (2) westbound approach lanes (one exclusive left-turn lane and one exclusive right-turn lane). Said dedication shall be made by plat.
- d. Dedication of right-of-way to accommodate a roadway width of sixty feet (60') for NW 82 Street to provide two (2) westbound approach lanes (one exclusive left-turn lane and one shared through/right-turn lane) and an exclusive northbound right-turn lane at the intersection with NW 107 Avenue. A larger north-to-east turning radius may be constructed in lieu of the exclusive northbound right-turn lane at the discretion of the Miami-Dade County Public Works and Waste Management Department Traffic Engineering Division. Said dedication shall be made by plat.
- e. Dedication of right-of-way to accommodate a roadway width of sixty feet (60') for NW 88 Street to provide two (2) westbound approach lanes (one shared through/left-turn lane and one exclusive right-turn lane) and an

exclusive northbound right-turn lane at the intersection with NW 107 Avenue. A larger north-to-east turning radius may be constructed in lieu of the exclusive northbound right-turn lane at the discretion of the Miami-Dade County Public Works and Waste Management Department Traffic Engineering Division. Said dedication shall be made by plat.

- f. The Developer shall prepare and submit to the City and the Miami-Dade County Public Works Departments a traffic signal warrant study for traffic signals at the following intersections of (i) NW 107 Avenue at NW 78 Terrace, (ii) NW 107 Avenue at NW 82 Street, (iii) NW 107 Avenue at NW 88 Street, and (iv) NW 107 Avenue and NW 86 Street in the event that a Project driveway aligns with this existing intersection, within six (6) months of the issuance of the first certificate of occupancy for any building adjacent to each of the respective intersections. If a signal is not warranted or is otherwise rejected by Miami-Dade County, then the Developer shall be relieved of any obligation to construct a signal at such location. If warranted, within six (6) months of the acceptance of the warrant study by the City and Miami-Dade County, the Developer 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 Developer shall install the signal within six (6) months after the approval of the plans by the Miami-Dade County and the City; provided, however, that the timeframe for the completion of the installation of the signal may be extended by the City's Public Works Director for good cause shown.

It is expressly acknowledged by the parties that the potential traffic signal(s) will constitute a voluntary off-site improvement and that the costs paid by the Developer for the installation of the signal(s) shall be considered a voluntary contribution over and above the applicable Project roadway impact fees. The Developer may seek to apply to Miami-Dade County for a credit against the applicable Miami-Dade County roadway impact fees for off-site roadway improvements pursuant to Chapter 33-E, Miami-Dade County Code. The City agrees to support the Developer's application for an impact fee contribution in lieu of fee determination by the County. However, the Developer's obligation to submit the traffic signal warrant studies and, if warranted, to install the signal(s) is not contingent upon the County's approval of such a credit.

11. Street Lighting. The Developer shall be responsible for installing or causing the installation of street lighting along the rights-of-way adjacent to the Project. Said street lighting shall be installed in connection with the development of each Building Site and shall be operational prior to the issuance of a final certificate of occupancy for any building within that certain Building Site.

12. Pedestrian Connection to Bikeway. The Developer shall provide a pedestrian connection from the Project to the City's adjacent public bikeway.

13. Public Services and Facilities: Concurrency. As of the date of the Project Approval, pursuant to the provisions of Chapter 59 of the City Code, the Project has been found

to meet concurrency standards as set forth in the Comprehensive Plan. The City reserves the right to conduct concurrency reviews and determinations at the time of approval of a site plan for the Project and any modifications thereto, all as provided in Chapter 59 of the City Code.

14. Necessity of Complying with Local Regulations Relative to Development Permits. The Developer and the City agree that the failure of this Agreement to address a particular permit, condition, fee, term, or restriction in effect on the Effective Date of this Agreement shall not relieve Developer of the necessity of complying with the regulations governing said permitting requirements, conditions, fees, terms, or restrictions as long as compliance with said regulations and requirements do not require the Developer to develop the Property in a manner that is inconsistent with the Project Approval. Where construction has occurred on the Property, or any portion thereof, pursuant to a lawful permit issued by the City, and inspections made and approval of occupancy given by the City, then such construction, inspection, and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Agreement.

15. Proximity to Landfill. The Developer shall provide each prospective purchaser or lessee within the Property with a written notification, acknowledgement, waiver, and release recognizing that the Property is located in proximity to the Miami-Dade County Resource Recovery Facility and the Miami-Dade County Ash Landfill. The Developer shall cause every prospective purchaser or lessee to execute the written notification, acknowledgement, waiver, and release in writing and the Developer shall record the executed written notification, acknowledgement, waiver, and release in the Public Records of Miami-Dade County, Florida. The terms of the Developer's obligation to provide said notification and the form of notification pursuant to Section 53-184 of the Land Development Regulations and attached hereto as Exhibit "B."

16. Reservation of Development Rights. For the Entire Term, the City hereby agrees that it shall permit the development of the Project in accordance with the Project Approval, the Land Development Regulations, the Comprehensive Plan, and the existing laws and policies as of the Effective Date of this Agreement that are or may be applicable to the Property, subject to the conditions of this Agreement and in effect at the time of any site plan approvals and modifications thereto.

17. Binding Effect. The obligations imposed pursuant to this Agreement upon the Developer and upon the Property shall run with and bind the Property as covenants running with the Property, and this Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees, and assigns, and a copy of this Agreement shall be recorded in the Public Records of Miami-Dade County, Florida, at the sole cost and expense of the Developer, upon execution of this Agreement.

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

19. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by

recognized overnight courier, or mailed by certified or registered mail, return receipt requested, in a postage paid prepaid envelope, and addressed as follows:

If to City at: City Manager
 City of Doral
 8401 N.W. 53rd Terrace
 Doral, Florida 33166

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

If to Developer at: 107 Avenue Doral Properties, LLC
 c/o Juan J. Mayol, Jr., Esq.
 Holland & Knight, LLP
 701 Brickell Avenue, Suite 3300
 Miami, Florida 33131

Notices personally delivered or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given three (3) days after deposit in the U.S. Mail. Any party may change its notice address by providing written notice to the other parties of the new address as provided in this paragraph. The terms of this section shall survive the termination of this Agreement.

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

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

22. Modification, Amendment, and Release. This Agreement may not be modified, amended, or released, except by written instrument signed by the City and the Developer (and/or its assigns, which may include, but not be limited to a Community Development District and/or master property owners' association with appropriate authority over the Property), provided that such modification, amendment, release has been approved by the City after public hearing.

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

24. Cumulative Remedies. Nothing contained herein shall prevent the Developer from exercising its rights and remedies it may have under law.

IN WITNESS WHEREOF, 107 Avenue Doral Properties, LLC, has caused these present
to be signed in its name on this 1 day of December, 2014.

WITNESSES:

[Signature]
Witness
Pedro Hernandez
Printed Name

107 Avenue Doral Properties, LLC
a Florida limited liability company

By: [Signature]
Signature

Printed Name / Title

[Signature]
Witness
Ernest Lopez
Printed Name

Address:

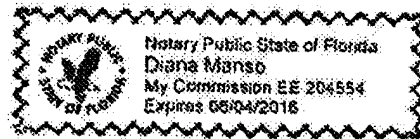
STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 1st day of December, 2014, by SERGIO PINO, as _____ of 107 Avenue Doral Properties, LLC, a Florida limited liability company, on behalf of said partnership, who is personally known to me or has produced _____ as identification.

My Commission Expires:

[Signature]
Notary Public – State of Florida

Printed Name



The City of Doral does hereby effectuate and acknowledge the above Master Development Agreement.

City of Doral
a Florida municipal corporation

By: (Signature)

Print Name: Edward Rojas

Title: City Manager

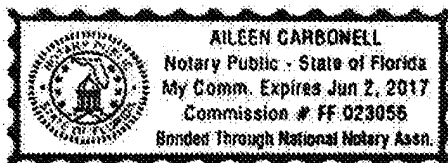
Approved as to form and legality by the
office of the City Attorney for the City of Doral

(Signature)
Gilberto Pastoriza, Esq., City Attorney

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by Edward Rojas, as City Manager of the City of Doral, who is personally known to me or has produced _____, as identification.

Witness my signature and official seal this 8 day of December, 2014, in the County and State aforesaid.



(Signature)
Notary Public State of Florida

Aileen Carbonell
Printed Name

My Commission Expires:

EXHIBIT "A"**Legal Description of the Property:**

A portion of Section 8, Township 53 South, Range 40 East, City of Doral, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 8; thence S01°43'29"E, along the West Line of the Northwest 1/4 of said Section 8, for a distance of 240.07 feet; thence N89°39'28"E for a distance of 40.01 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue N89°39'28"E for a distance of 310.09 feet; thence S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 379.33 feet to a point hereinafter refer to as Reference Point "A"; thence S88°16'31"W for a distance of 310.00 feet; thence N01°43'29"W, along a line 40.00 feet East of and parallel with the said West Line of the Northwest 1/4 of said Section 8, for a distance of 386.81 feet to the POINT OF BEGINNING.

TOGETHER WITH:

COMMENCE at the aforementioned Reference Point "A"; thence S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 60.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue S01°43'29"E, along the last described line for a distance of 508.24 feet to a point hereinafter refer to as Reference Point "B"; thence S88°16'31"W for a distance of 104.00 feet; thence N01°43'29"W for a distance of 100.00 feet; thence S88°16'31"W for a distance of 206.00 feet; thence N01°43'29"W, along a line 40.00 feet East of and parallel with the West Line of the Northwest 1/4 of said Section 8, for a distance of 408.24 feet; thence N88°16'31"E for a distance of 310.00 feet to the POINT OF BEGINNING.

TOGETHER WITH:

COMMENCE at the aforementioned Reference Point "B"; thence S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 50.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue S01°43'29"E, along the last described line for a distance of 1363.29 feet to a point hereinafter refer to as Reference Point "C"; thence S88°16'31"W for a distance of 310.00 feet; thence N01°43'29"W, along a line 40.00 feet East of and parallel with the West Line of the Southwest 1/4 of said Section 8, for a distance of 1258.97 feet; thence N88°16'31"E for a distance of 206.00 feet; thence N01°43'29"W for a distance of 104.32 feet; thence N88°16'31"E for a distance of 104.00 feet to the POINT OF BEGINNING.

TOGETHER WITH:

COMMENCE at the aforementioned Reference Point "C"; thence S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 60.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue S01°43'29"E, along the last described line for a distance of 1208.64 feet to a point of

curvature of a circular curve to the left, concave to the East; thence Southeasterly along the arc of said curve, having for its elements a radius of 23.00 feet, through a central angle of 12°33'35" for an arc distance of 5.04 feet; thence S88°16'17"W for a distance of 310.55 feet a point hereinafter refer to a Reference Point "D"; thence N01°43'29"W, along a line 40.00 feet East of and parallel with the West Line of the Northwest 1/4 of said Section 8, for a distance of 1213.66 feet; thence N88°16'31"E for a distance of 310.00 feet to the POINT OF BEGINNING.

TOGETHER WITH:

COMMENCE at the aforementioned Reference Point "D"; thence S01°43'29"E, along a line 40.00 feet East of and parallel with the West Line of the Northwest 1/4 of said Section 8, for a distance of 60.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue S01deg43min29secE, along the last described line for a distance of 315.20 feet; thence S03°11'19"E, along the Easterly Right-of-way Line of N.W. 107th Avenue as recorded in Official Records Book 24939, at Page 4001 of the Public Records of Miami-Dade County, Florida, for a distance of 291.54 feet; thence N89°39'25"E, along a line 730.00 feet North of and parallel with the South Line of the Southwest 1/4 of said Section 8, for a distance of 302.64 feet; thence N01°43'29"W, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 608.96 feet to a point of curvature of a circular curve to the right, concave to the East; thence Northeasterly along the arc of said curve, having for its elements a radius of 23.00 feet, through a central angle of 12°33'07" for an arc of 5.04 feet; thence S88°16'17"W for a distance of 310.55 feet to the POINT OF BEGINNING.

AND:

A portion of the West 1/2 of Section 8, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 8; thence S01deg43min29secE, along the West Line of the Northwest 1/4 of said Section 8, for a distance of 1096.08 feet; thence N88deg16min31secE for a distance of 40.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue N88deg16min31secE for a distance of 206.00 feet; thence S01deg43min29secE for a distance of 100.00 feet; thence N88deg16min31secE for a distance of 104.00 feet; thence S01deg43min29secE, along the West Line of a 170.00 foot F.P.L. Easement as recorded in Official Records Book 6142, Page 326, for a distance of 50.00 feet; thence S88deg16min31secW for a distance of 104.00 feet; thence S01deg43min29secE for a distance of 104.32 feet; thence S88deg16min31secW for a distance of 206.00 feet to a point on a line 40.00 feet East of and parallel with the West Line of said Section 8; thence N01deg43min29secW, along the last described line for a distance of 254.32 feet to the POINT OF BEGINNING.

EXHIBIT "B"**NOTIFICATION, ACKNOWLEDGMENT, WAIVER AND RELEASE OF
PROXIMITY OF SOLID WASTE FACILITY**

The purchasers (their heirs, successors, assigns), lessees, occupants and residents (hereinafter jointly and severally, the "Covenanters") are hereby advised and hereby acknowledge, agree and covenant as follows:

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

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

EXHIBIT "C"

**MODIFICATION OF MASTER DEVELOPMENT AGREEMENT
RECORDED AT OFFICIAL RECORDS BOOK 31982 AT PAGES 4378 - 4408**

#155252689_v1

This instrument was prepared by:

Name: Alejandro J. Arias, Esq.
Address: Holland & Knight LLP
701 Brickell Avenue
Suite 3000
Miami, Florida 33131

(Space reserved for Clerk of Court)

**MODIFICATION OF MASTER DEVELOPMENT AGREEMENT
RECORDED AT OFFICIAL RECORDS BOOK 29422 AT PAGES 4516 - 4530**

THIS MODIFICATION OF DEVELOPMENT AGREEMENT (hereinafter the "Modification") is entered into this 12th day of February, 2020, by and between 107 Avenue Doral Properties, LLC, a Florida limited liability company (the "Applicant"), Century Midtown Properties, LLC, a Florida limited liability company, New Doral 107, LLC, a Delaware limited liability company, MTD Unit 3-503 LLC, a Florida limited liability company, MTD Unit 3-307 LLC, a Florida limited liability company, and MTD Unit 3-208 LLC, a Florida limited liability company (hereinafter and collectively the "Developer"), and the City of Doral, Florida, a Florida municipal corporation (hereinafter the "City").

WITNESSETH:

WHEREAS, the Developer is the owner of the real property located within the boundaries of the City, the legal description of which is attached hereto and made a part hereof as Exhibit "A";

WHEREAS, the Property is currently designated "Community Mixed-Use" on the City's Comprehensive Plan and zoned "Planned Unit Development (PUD)" pursuant to the Land Development Regulations;

WHEREAS, on December 8, 2014, a Development Agreement was entered into between the Developer and the City, and was recorded in the Public Records of Miami-Dade County in Official Records Book 29422 at Pages 4516 – 4530 (the "Development Agreement"), a copy of

which is attached as Exhibit "B";

WHEREAS, the Development Agreement approved the development of the Property with a maximum of 1,548 dwelling units, 300,000 square feet of gross leasable area of commercial use, 75,000 square feet of net leasable area of office use, and a 47,000 square foot clubhouse, as permitted by the City's Comprehensive Plan and the Land Development Regulations (the "Project");

WHEREAS, the Developer and the City established certain terms and conditions relating to the proposed development of the Property, and established certainty as to the ultimate development of the Project, as provided pursuant to Chapter 68, Article V. Division 5 of the City's Land Development Regulations;

WHEREAS, the development of the Project was intended to be undertaken in three (3) phases under a unified conceptual master site plan;

WHEREAS, the first phase ("Phase I") of the Project, the legal description of which is attached hereto and made a part hereof as Exhibit "C", has already been developed and is currently improved with 537 dwelling units and 68,500 square feet of gross leasable area of commercial use;

WHEREAS, the remaining phases of the Project remain unbuilt (the "Unbuilt Parcels");

WHEREAS, the Developer now seeks to reallocate the remaining development rights to the balance of the Property under a new phasing schedule;

WHEREAS, Phase II, the legal description of which is attached hereto and made a part hereof as Exhibit "D", will be developed with a maximum of 505 dwelling units, 89,750 square feet of gross leasable area of commercial use, and a 47,000 square foot clubhouse;

WHEREAS, Phase III, the legal description of which is attached hereto and made a part hereof as Exhibit "E", will be developed with a maximum of 253 dwelling units and 44,875 square

feet of gross leasable area of commercial use;

WHEREAS, Phase IV, the legal description of which is attached hereto and made a part hereof as Exhibit "F", will be developed with a maximum of 126 dwelling units and 22,437.5 square feet of gross leasable area of commercial use;

WHEREAS, Phase V, the legal description of which is attached hereto and made a part hereof as Exhibit "G", will be developed with a maximum of 127 dwelling units and a maximum of 22,437.5 square feet of gross leasable area of commercial use;

WHEREAS, Phase VI, the legal description of which is attached hereto and made a part hereof as Exhibit "H", will be developed with a maximum of 52,000 square feet of gross leasable area of commercial use and 75,000 square feet of net leasable area of office use;

WHEREAS, the Development Agreement provides that the Development Agreement may be modified or amended by written instrument signed by the City and the Developer, provided that such modification or amendment is approved by the City after public hearing; the Developer and the City seek to modify the Development Agreement in order to incorporate the new phasing plan, as outlined in this Modification; and

WHEREAS, the Modification will allow for the efficient use of land resources, and will serve to provide for a more balanced and sustainable mix of uses on the Property;

WHEREAS, on February 12, 2020, the City Council enacted Ordinance No. 2019-29, which approved the Modification to the Development Agreement to develop the Unbuilt Parcels under the new phasing plan, a copy of which is attached as Exhibit "I".

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

1. Paragraph 2 of the Development Agreement is modified as follows:

FROM:**"2. Definitions.**

- a. "Additional Term" is defined in Section 4 of this Agreement.
- b. "Comprehensive Plan" means the City's comprehensive plan meeting the requirements of Chapter 163, F.S.
- c. "Conceptual Master Plan" is that master development plan entitled "Midtown Doral," prepared by Pascual, Perez, Kiliddjian, and Associates, dated October 3, 2014, and approved by the City, which regulates the nature of the streets and blocks and establishes the lots and building sites within the Property and, along with the Pattern Book, govern the future development and subsequent review of all detailed development site plans for the Project.
- d. "Developer" means the person undertaking the development of the Property, as defined in the preamble to this Agreement, or any successors or assigns thereof that (a) acquire an interest in any portion of the Property from the Developer pursuant to sale or ground lease for the purpose of the development and resale or sublease and (b) is specifically assigned rights as Developer hereunder by the Developer pursuant to an express written assignment. Upon execution and recording of such assignment, the assignee will be deemed the Developer hereunder to the extent set forth in such assignment.
- e. "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, and/or the dividing of land into three or more parcels.
- f. "Development Permit" 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.
- g. "Effective Date" is the date of recording of this Agreement in the Public Records of Miami-Dade County, Florida.
- h. "Entire Term" is the total term of this Agreement.
- i. "Governing Body" means the board of county commissioners of a county, the commission or council of an incorporated municipality, or any other chief governing body of a unit of local government.
- j. "Land" means the earth, water, and air, above, below, or on the surface and includes and improvements or structures customarily regarded as land.
- k. "Land Development Regulations" means ordinances, rules, and policies in effect on the Effective Date, which have been enacted and implemented by the

City for the regulation of any aspect of development and includes any local government zoning, rezoning, subdivision, building construction, or sign regulation or any other regulations controlling the development of, or construction upon, Land.

- l. "Laws" means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, and rules adopted by a local government affecting the development of Land.
- m. "Pattern Book" is the development manual that establishes the setbacks, heights, floor area ratio, building envelope, and other development parameters for the development of the individual building sites identified within the Conceptual Master Plan.
- n. "Project" means the development approved pursuant to the Project Approval.
- o. "Project Approval" is defined in Section 5 of this Agreement.
- p. "Property" is that certain +/-30 acre parcel of real property owned by the Developer, as more particularly described in Exhibit "A" attached hereto.
- q. "Public Facilities" means major capital improvements, including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, educational, parks and recreational, and health system facilities.
- r. "Site Plan" is comprised of a scaled and dimensioned site plan (with landscaping), elevation, and typical floor plans submitted for review and approval and for consistency with the Project Approval, as may be contemplated by Chapter 68, Article V, Division 5, and other applicable provisions of the Land Development Regulations.
- s. "Utility" includes any person, firm, corporation, association, or political subdivision, whether private, municipal, county, or cooperative, which is engaged in the sale, generation, provision, or delivery of gas, electricity, heat, oil, water sewer service, telephone service, telegraph service, radio service, or telecommunication service."

TO:

"2. Definitions.

- a. "Additional Term" is defined in Section 4 of this Agreement.
- b. "Comprehensive Plan" means the City's comprehensive plan meeting the requirements of Chapter 163, F.S.
- c. "Conceptual Master Plan" is that master development plan entitled "Midtown Doral," prepared by Pascual, Perez, Kiliddjian, and Associates, dated July 10,

~~2019 October 3, 2014~~, and approved by the City, as may be amended as provided in this Agreement, which regulates the nature of the streets and blocks and establishes the lots and building sites within the Property and, along with the Pattern Book, govern the future development and subsequent review of all detailed development site plans for the Project.

- d. "Developer" means the person undertaking the development of the Property, as defined in the preamble to this Agreement, or any successors or assigns thereof that acquire an interest in any of the Phases from the Developer pursuant to sale, transfer, distribution or ground lease for the purpose of the development and resale or sublease.
- e. "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, and/or the dividing of land into three or more parcels.
- f. "Development Permit" 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.
- g. "Effective Date" is the date of recording of this Agreement in the Public Records of Miami-Dade County, Florida.
- h. "Entire Term" is the total term of this Agreement.
- i. "Governing Body" means the board of county commissioners of a county, the commission or council of an incorporated municipality, or any other chief governing body of a unit of local government.
- j. "Land" means the earth, water, and air, above, below, or on the surface and includes and improvements or structures customarily regarded as land.
- k. "Land Development Regulations" means ordinances, rules, and policies in effect on the Effective Date, which have been enacted and implemented by the City for the regulation of any aspect of development and includes any local government zoning, rezoning, subdivision, building construction, or sign regulation or any other regulations controlling the development of, or construction upon, Land.
- l. "Laws" means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, and rules adopted by a local government affecting the development of Land.
- m. "Pattern Book" is the development manual that establishes the setbacks, heights, floor area ratio, building envelope, phases, and other development parameters for the development of the individual building sites identified within the Conceptual Master Plan, as prepared by Pascual, Perez, Kiliddjian, and Associates, dated July 10, 2019, as may be amended as provided in this Agreement.

- n. "Project" means the development approved pursuant to the Project Approval.
- o. "Project Approval" is defined in Section 5 of this Agreement.
- p. "Property" is that certain +/-30 acre parcel of real property owned by the Developer, as more particularly described in Exhibit "A" attached hereto.
- q. "Public Facilities" means major capital improvements, including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, educational, parks and recreational, and health system facilities.
- r. "Site Plan" is comprised of a scaled and dimensioned site plan (with landscaping), elevation, and typical floor plans submitted for review and approval and for consistency with the Project Approval, as may be contemplated by Chapter 68, Article V, Division 5, and other applicable provisions of the Land Development Regulations.
- s. "Utility" includes any person, firm, corporation, association, or political subdivision, whether private, municipal, county, or cooperative, which is engaged in the sale, generation, provision, or delivery of gas, electricity, heat, oil, water sewer service, telephone service, telegraph service, radio service, or telecommunication service."

2. Paragraph 5 of the Development Agreement is hereby modified as follows:

FROM:

"5. Permitted Development Uses and Building Intensities.

a. **Permitted Development Uses.** Concurrently with the adoption and acceptance of this Agreement, the Developer has proffered and the City has accepted and adopted the Conceptual Master Plan and the Pattern Book as the binding development criteria for the Property (collectively, the "Project Approval"). In granting the Project Approval, the City has determined and hereby concurs that the Project is consistent with the City's Comprehensive Plan and that the Project Approval in accordance with the Land Development Regulations. Upon execution of this Agreement, the City confirms and agrees that the Property may be developed and used in the manner set forth in the Project Approval, the City's Comprehensive Plan, and the Land Development Regulations.

b. **Phasing, Density and Intensities, Building Heights, and Setbacks.** The maximum density and intensities, setbacks, and height for any development on the Property shall be regulated by the Project Approval, the Land Development Regulations, and the applicable provisions and designations in the Comprehensive Plan in effect at the time of site plan approval.

- i. **Phasing.** The Project will be developed in three (3) phases as contemplated in the Conceptual Master Plan. While the Conceptual Master Plan contemplates that the Property will be developed in three (3) phases,

residential density, and office and retail intensity may be shifted to future phases of Project development so long as said transfer does not result in an overall increase of residential density or office and retail intensity for the Project.

- ii. **Density and Intensities.** Maximum density is further determined by the provisions of that certain Settlement Agreement, dated June 12, 2005, as modified by that certain Amendment to Settlement Agreement, approved by the City of Doral on February 12, 2007, pursuant to Resolution No. 07-06, as modified by the Second Amendment to Settlement Agreement recorded in Official Records Book 28642 at Page 4067 of the Public Records of Miami-Dade County, Florida, and as subsequently amended by that certain Third Amendment to Settlement Agreement recorded in Official Records Book 29252 at Page 1882 of the Public Records of Miami-Dade County, Florida, as it applies to the Property and as may be amended from time to time (collectively, the "Settlement Agreement").
- iii. **Height.** The height of the buildings within the Project shall not exceed eight (8) stories; except within Phase III wherein buildings may reach a height of ten (10) stories.

c. **Residential Unit Type Mix.** Subject to the provisions of the Settlement Agreement, the Developer reserves the ability to modify the mix of the residential unit types to convert the mix of unit types between multi-family units and townhome units so long as said modification does not result in an overall increase of residential density for the Project. The reduction of residential density resulting from the modification of the residential unit type mix shall be deemed consistent with the Project Approval, the Land Development Regulations, and the applicable provisions and designations in the Comprehensive Plan."

TO:

"5. Permitted Development Uses and Building Intensities.

a. **Permitted Development Uses.** Concurrently with the adoption and acceptance of this Agreement, the Developer has proffered and the City has accepted and adopted the Conceptual Master Plan and the Pattern Book as the binding development criteria for the Property (collectively, the "Project Approval"). In granting the Project Approval, the City has determined and hereby concurs that the Project is consistent with the City's Comprehensive Plan and that the Project Approval in accordance with the Land Development Regulations. Upon execution of this Agreement, the City confirms and agrees that the Property may be developed and used in the manner set forth in the Project Approval, the City's Comprehensive Plan, and the Land Development Regulations.

b. **Phasing, Density and Intensities, Building Heights, and Setbacks.** Unless approved by the City in the future, the maximum density and intensities, setbacks, and height for any development on the Property shall be regulated by the Project Approval,

the Land Development Regulations, and the applicable provisions and designations in the Comprehensive Plan in effect at the time of site plan approval.

- i. **Phasing.** The Project will be developed in six (6) ~~three (3)~~ phases (the "Phases" or individually, a Phase) as contemplated in the Conceptual Master Plan, and as delineated below:

Phase I: Maximum of 537 dwelling units and 68,500 square feet of gross leasable area of commercial use.

Phase II: Maximum of 505 dwelling units, 89,750 square feet of gross leasable area of commercial use, and a 47,000 square foot clubhouse.

Phase III: Maximum of 253 dwelling units and 44,875 square feet of gross leasable area of commercial use.

Phase IV: Maximum of 126 dwelling units and 22,437.5 square feet of gross leasable area of commercial use.

Phase V: Maximum of 127 dwelling units and 22,437.5 square feet of gross leasable area of commercial use.

Phase VI: Maximum of 52,000 square feet of gross leasable area of commercial use and 75,000 square feet of net leasable area of office use.

- ii. While the Conceptual Master Plan contemplates that the Property will be developed in six (6) Phases, which phases may not be sequential, residential density, and office and retail intensity may be shifted to other Phases of the Project so long as said transfer does not result in an overall increase of residential density or office and retail intensity for the Project. The Developer of each Phase shall adopt rules and regulations for the administration of the off-street parking within each phase which, at a minimum, recognize that guest spaces will be available for guests of the residents of each Phase. For purposes of illustration, 136 spaces in the garages that serve the four existing buildings in Phase I of the Project shall be designated as guest spaces for use by the guest of the residents in Phase I.

- iii. **Density and Intensities.** Maximum density is further determined by the provisions of that certain Settlement Agreement, dated June 12, 2005, as modified by that certain Amendment to Settlement Agreement, approved by the City of Doral on February 12, 2007, pursuant to Resolution No. 07-06, as modified by the Second Amendment to Settlement Agreement recorded in Official Records Book 28642 at Page 4067 of the Public Records of Miami-Dade County, Florida, and as subsequently amended by that certain Third Amendment to Settlement Agreement recorded in

Official Records Book 29252 at Page 1882 of the Public Records of Miami-Dade County, Florida, as it applies to the Property and as may be amended from time to time (collectively, the "Settlement Agreement").

- iv. **Height.** The height of the buildings within the Project shall not exceed eight (8) stories; except within Phases IV and V wherein buildings may reach a height of ten (10) stories.

- c. **Residential Unit Type Mix.** Subject to the provisions of the Settlement Agreement, the Developer reserves the ability to modify the mix of the residential unit types to convert the mix of unit types between multi-family units and townhome units so long as said modification does not result in an overall increase of residential density for the Project. The reduction of residential density resulting from the modification of the residential unit type mix shall be deemed consistent with the Project Approval, the Land Development Regulations, and the applicable provisions and designations in the Comprehensive Plan."

3. Paragraph 6 of the Development Agreement is hereby modified as follows:

FROM:

"6. Project Approval.

- a. The Project Approval authorizes the development of a Project that currently contemplates a development program as specifically described in the Pattern Book and the Conceptual Master Plan. This development program consists of 1,548 dwelling units, 300,000 square feet of gross leasable area of commercial use, and 75,000 square feet of office use. The development of the Property in conformity with this development program, as provided in the Pattern Book and the Conceptual Master Plan, is referred to herein as the "Project."

- b. **Further Development Review.** This Agreement and the Project Approval establish the criteria upon which the Project shall be developed and shall set forth the sole and exclusive limitation upon the development of the Project. Consistent with the foregoing and pursuant to Subsection 68-40(a) of the City's Land Development Code, prior to the issuance of any building permit for any development within any portion of the Property (the "Building Site"), the Developer shall submit a Site Plan for the Building Site that includes the proposed buildings for administrative review and approval by the City's Planning and Zoning Director or as may otherwise be provided in the Land Development Regulations. The Site Plan for each Building Site shall be designed to generally conform to the Project Approval and the applicable provisions of the Land Development Regulations and Comprehensive Plan. Said Site Plan shall include the number of bedrooms, bathrooms, and the square footage of each residential unit shown on the Site Plan for that residential building.

- c. Any Site Plan approved pursuant to the provisions of this Paragraph may be modified from time to time in accordance with Section 53-185(d) and Section 68-740 of

the City's Land Development Code, as may be amended from time to time. Minor variations to the building placement, building style, and lot configuration may be approved administratively by the Director of the Planning and Zoning Department, or the executive officer of the successor of such Department, as provided in the Land Development Regulations.

d. In the event that the City's Planning and Zoning Director does not approve the Site Plan, the Director shall render his or her decision by notifying the Developer (or its assigns as to such portion of the Property) in writing by certified mail, overnight express delivery, or hand delivery. The Developer, or its assigns, has the right to appeal the administrative decision directly to the City Council for the City Council to determine whether the City's Planning and Zoning Director erred in his or her decision to deny the approval of the Site Plan based on the Site Plan's conformance with this Agreement, the Project Approval, and the applicable provisions of the Land Development Regulations and Comprehensive Plan. The City agrees to process any appeal to the City Council on an expedited basis and, in the absence of a force majeure event, agrees to hear and decide on any appeal within sixty (60) days from receipt of a letter from the Developer requesting such hearing addressed to the City Clerk and the City's Planning and Zoning Director (or successor thereto), appealing the decision of the City's Planning and Zoning Director to the City Council."

TO:

"6. Project Approval.

a. The Project Approval authorizes the development of a phased Project that currently contemplates a development program as specifically described in the Pattern Book and the Conceptual Master Plan. This development program consists of 1,548 dwelling units, 300,000 square feet of gross leasable area of commercial use, and 75,000 square feet of office use, and a 47,000 square foot clubhouse. The development of the Property in conformity with this development program, as provided in the Pattern Book and the Conceptual Master Plan, is referred to herein as the "Project."

b. Further Development Review. This Agreement and the Project Approval establish the criteria upon which the Project shall be developed and shall set forth the sole and exclusive limitation upon the development of the Project. Consistent with the foregoing and pursuant to Subsection 68-40(a) of the City's Land Development Code, prior to the issuance of any building permit for any Phase development within ~~any portion of the~~ Property (the "Phase Building Site"), the Developer of such Phase shall submit a Phase Site Plan for the Phase Building Site (the "Phase Site Plan") that includes the proposed buildings for administrative review and approval by the City's Planning and Zoning Director or as may otherwise be provided in the Land Development Regulations. The Site Plan for each Phase Building Site shall be designed to generally conform to the Project Approval and the applicable provisions of the Land Development Regulations and Comprehensive Plan. Said Site Plan shall include the number of bedrooms, bathrooms, and the square footage of each residential unit shown on the Site Plan for that residential building. Notwithstanding anything in this Agreement, the Conceptual Master Plan, or in

the Pattern Book to the contrary, parking for subsequent phases of the Project shall be provided in accordance with Article IV of Chapter 77 of the City Code.

As depicted in the Conceptual Master Plan, the Project includes the construction and operation of a clubhouse within the boundaries of Phase II. In consideration of the City Council's approval of this Modification, the developer of Phase II agrees to commence construction of the clubhouse by no later than the earlier of (i) sixty days following the issuance of a building permit for the construction of any building in Phase II ; or (ii) March 30, 2022, unless said period is extended by the City Manager in his/her absolute discretion for good cause shown, which decision will be entirely administrative and not subject to appeal to the City Council. In the event, an extension is approved by the City Manager, any member of the Council within thirty days of the City Manager's decision may direct that the extension be placed on the agenda for review by the Mayor and Council. The Mayor and Council may overturn the City Manager's decision for any reason. Construction of the clubhouse shall be the exclusive obligation of the developer of Phase II. Once construction of the clubhouse begins, the developer of Phase II shall use its best efforts to complete the construction of the clubhouse within twenty-four (24) months of the start of construction. The timely performance of its obligations under this Paragraph by the developer of Phase II shall be subject to delay for "Force Majeure." The developer of Phase II shall use good faith efforts to counter and minimize the impact of any Force Majeure delay. The failure on the part of the developer of Phase II to commence or to complete the construction of the clubhouse as provided in this Paragraph 6 shall in no way affect the ability of the developers of Phases III, IV, V and VI to obtain permits and certificates of occupancy for the construction and occupancy of the proposed Project components for those phases. Any enforcement action by the City relating to the obligations of the developer(s) of any Phase under this Agreement, or relating to compliance with the City Code, shall be limited to the noncompliant developer and Phase.

c. Any respective Phase Site Plan approved pursuant to the provisions of Paragraph 6(b) may be modified from time to time in accordance with Section 53-185(d) and Section 68-740 of the City's Land Development Code, as may be amended from time to time. Minor variations to the building placement, building style, and lot configuration may be approved administratively by the Director of the Planning and Zoning Department, or the executive officer of the successor of such Department, as provided in the Land Development Regulations. Such modifications (whether administrative or which require a public hearing) may be undertaken for an individual and respective phase, without the authorization or consent of the owners of the other Phases, their successors or assigns.

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

expedited basis and, in the absence of a force majeure event, agrees to hear and decide on any appeal within sixty (60) days from receipt of a letter from the Developer requesting such hearing addressed to the City Clerk and the City's Planning and Zoning Director (or successor thereto), appealing the decision of the City's Planning and Zoning Director to the City Council."

4. Paragraph 10 of the Development Agreement is hereby modified as follows:

FROM:

10. Roadway Improvements. In order to address the impacts of the proposed Project on the City and regional roadways, the Developer agrees to address and shall provide certain on-site and off-site roadway improvements to the area's roadway network. The Developer shall construct or cause to be constructed the following roadway improvements, as more particularly set forth below.

- a. The Developer shall restore any existing landscaping, irrigation, and lighting within the NW 107 Avenue median that may be impacted by the roadway improvements made to NW 107 Avenue in connection with the Project.
- b. Modifications to NW 107 Avenue to provide deceleration and/or right turn lanes at certain Project access points along NW 107 Avenue. A larger north-to-east turning radius may be constructed in lieu of turn lanes at the discretion of the Miami-Dade County Public Works and Waste Management Department Traffic Engineering Division.
- c. Dedication of right-of-way to accommodate a roadway width of sixty feet (60') for NW 78 Street to provide two (2) westbound approach lanes (one exclusive left-turn lane and one exclusive right-turn lane). Said dedication shall be made by plat.
- d. Dedication of right-of-way to accommodate a roadway width of sixty feet (60') for NW 82 Street to provide two (2) westbound approach lanes (one exclusive left-turn lane and one shared through/right-turn lane) and an exclusive northbound right-turn lane at the intersection with NW 107 Avenue. A larger north-to-east turning radius may be constructed in lieu of the exclusive northbound right-turn lane at the discretion of the Miami-Dade County Public Works and Waste Management Department Traffic Engineering Division. Said dedication shall be made by plat.
- e. Dedication of right-of-way to accommodate a roadway width of sixty feet (60') for NW 88 Street to provide two (2) westbound approach lanes (one shared through/left-turn lane and one exclusive right-turn lane) and an exclusive northbound right-turn lane at the intersection with NW 107 Avenue. A larger north-to-east turning radius may be constructed in lieu of the exclusive northbound right-turn lane at the discretion of the Miami-Dade County Public Works and Waste Management Department Traffic Engineering Division. Said dedication shall be made by plat.

- f. The Developer shall prepare and submit to the City and the Miami-Dade County Public Works Departments a traffic signal warrant study for traffic signals at the following intersections of (i) NW 107 Avenue at NW 78 Terrace, (ii) NW 107 Avenue at NW 82 Street, (iii) NW 107 Avenue at NW 88 Street, and (iv) NW 107 Avenue and NW 86 Street in the event that a Project driveway aligns with this existing intersection, within six (6) months of the issuance of the first certificate of occupancy for any building adjacent to each of the respective intersections. If a signal is not warranted or is otherwise rejected by Miami-Dade County, then the Developer shall be relieved of any obligation to construct a signal at such location. If warranted, within six (6) months of the acceptance of the warrant study by the City and Miami-Dade County, the Developer 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 Developer shall install the signal within six (6) months after the approval of the plans by the Miami-Dade County and the City; provided, however, that the timeframe for the completion of the installation of the signal may be extended by the City's Public Works Director for good cause shown.

It is expressly acknowledged by the parties that the potential traffic signal(s) will constitute a voluntary off-site improvement and that the costs paid by the Developer for the installation of the signal(s) shall be considered a voluntary contribution over and above the applicable Project roadway impact fees. The Developer may seek to apply to Miami-Dade County for a credit against the applicable Miami-Dade County roadway impact fees for off-site roadway improvements pursuant to Chapter 33-E, Miami-Dade County Code. The City agrees to support the Developer's application for an impact fee contribution in lieu of fee determination by the County. However, the Developer's obligation to submit the traffic signal warrant studies and, if warranted, to install the signal(s) is not contingent upon the County's approval of such a credit.

TO:

10. Roadway Improvements. In order to address the impacts of the proposed Project on the City and regional roadways, the Developer agrees to address and shall provide certain on-site and off-site roadway improvements to the area's roadway network. The Developer shall construct or cause to be constructed the following roadway improvements, as more particularly set forth below.

- a. The Developer shall restore any existing landscaping, irrigation, and lighting within the NW 107 Avenue median that may be impacted by the roadway improvements made to NW 107 Avenue in connection with the Project.
- b. Modifications to NW 107 Avenue to provide deceleration and/or right turn lanes at certain Project access points along NW 107 Avenue. A larger north-to-east turning radius may be constructed in lieu of turn lanes at the discretion of the Miami-Dade County Public Works and Waste

Management Department Traffic Engineering Division.

- c. Dedication of right-of-way to accommodate a roadway width of sixty feet (60') for NW 78 Street to provide two (2) westbound approach lanes (one exclusive left-turn lane and one exclusive right-turn lane). Said dedication shall be made by plat.
- d. Dedication of right-of-way to accommodate a roadway width of sixty feet (60') for NW 82 Street to provide two (2) westbound approach lanes (one exclusive left-turn lane and one shared through/right-turn lane) and an exclusive northbound right-turn lane at the intersection with NW 107 Avenue. A larger north-to-east turning radius may be constructed in lieu of the exclusive northbound right-turn lane at the discretion of the Miami-Dade County Public Works and Waste Management Department Traffic Engineering Division. Said dedication shall be made by plat.
- e. Dedication of right-of-way to accommodate a roadway width of sixty feet (60') for NW 88 Street to provide two (2) westbound approach lanes (one shared through/left-turn lane and one exclusive right-turn lane) and an exclusive northbound right-turn lane at the intersection with NW 107 Avenue. A larger north-to-east turning radius may be constructed in lieu of the exclusive northbound right-turn lane at the discretion of the Miami-Dade County Public Works and Waste Management Department Traffic Engineering Division. Said dedication shall be made by plat.
- f. The Developer shall prepare and submit to the City and the Miami-Dade County Public Works Departments a traffic signal warrant study for traffic signals at the following intersections of (i) NW 107 Avenue at NW 78 Terrace, (ii) NW 107 Avenue at NW 82 Street, (iii) NW 107 Avenue at NW 88 Street, and (iv) NW 107 Avenue and NW 86 Street in the event that a Project driveway aligns with this existing intersection, within six (6) months of the issuance of the first certificate of occupancy for any building adjacent to each of the respective intersections. If a signal is not warranted or is otherwise rejected by Miami-Dade County, then the Developer shall be relieved of any obligation to construct a signal at such location. If warranted, within six (6) months of the acceptance of the warrant study by the City and Miami-Dade County, the Developer 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 Developer shall install the signal within six (6) months after the approval of the plans by the Miami-Dade County and the City; provided, however, that the timeframe for the completion of the installation of the signal may be extended by the City's Public Works Director for good cause shown.

It is expressly acknowledged by the parties that the potential traffic signal(s) will constitute a voluntary off-site improvement and that the costs paid by the Developer for the installation of the signal(s) shall be considered a

voluntary contribution over and above the applicable Project roadway impact fees. The Developer may seek to apply to Miami-Dade County for a credit against the applicable Miami-Dade County roadway impact fees for off-site roadway improvements pursuant to Chapter 33-E, Miami-Dade County Code. The City agrees to support the Developer's application for an impact fee contribution in lieu of fee determination by the County. However, the Developer's obligation to submit the traffic signal warrant studies and, if warranted, to install the signal(s) is not contingent upon the County's approval of such a credit.

- g. In the event the Property is owned by multiple owners, the owner of each Phase shall be responsible for the dedication of any necessary right-of-way and the construction and installation of any improvements that are adjacent to its respective Phase(s). In connection with each Phase, the City shall only require the construction and installation of improvements that are adjacent that particular Phase.

5. Paragraph 11 of the Development Agreement is hereby modified as follows:

FROM:

"11. Street Lighting. The Developer shall be responsible for installing or causing the installation of street lighting along the rights-of-way adjacent to the Project. Said street lighting shall be installed in connection with the development of each Building Site and shall be operational prior to the issuance of a final certificate of occupancy for any building within that certain Building Site."

TO:

"11. Street Lighting. The Developer shall be responsible for installing or causing the installation of street lighting along the rights-of-way adjacent to the Project. Said street lighting shall be installed in connection with the development of each Phase Building Site and shall be operational prior to the issuance of a final certificate of occupancy for any building within that certain Phase Building Site."

6. Paragraph 12 of the Development Agreement is hereby modified as follows:

FROM:

"12. Pedestrian Connection to Bikeway. The Developer shall provide a pedestrian connection from the Project to the City's adjacent public bikeway."

TO:

"12. Pedestrian Connection to Bikeway. The Developer shall provide a pedestrian connection from the Project to the City's adjacent public bikeway. In the event the Property is owned by multiple owners, the owner of each Phase shall be responsible for providing a

connection pedestrian connection for its Phase(s) to the bikeway."

7. Paragraph 22 of the Development Agreement is hereby modified as follows:

FROM:

"22. Modification, Amendment, and Release. This Agreement may not be modified, amended, or released, except by written instrument signed by the City and the Developer (and/or its assigns, which may include, but not be limited to a Community Development District and/or master property owners' association with appropriate authority over the Property), provided that such modification, amendment, release has been approved by the City after public hearing."

TO:

"22. Modification, Amendment, and Release. This Agreement may not be modified, amended, or released, except by written instrument signed by the City and the owner (s) (and/or its assigns, which may include, but not be limited to a Community Development District and/or master property owners' association with appropriate authority over the Property-Phase) of the respective and individual Phase being modified, amendment, or released, without the consent of any other owners of the other Phases, their successors or assigns, provided that such modification, amendment, release has been approved by the City after public hearing."

8. Except as hereby amended, all other conditions and provisions of the Development Agreement shall remain in full force and effect.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Developer caused these presents to be signed in their name by their proper officials.

Signed, witnessed, executed and acknowledged on this 1st day of May, 2020.

WITNESSES:

[Signature]
Signature
JOSEPHINE PEREZ
Printed Name

[Signature]
Signature
JOSEPHINE PEREZ
Printed Name

DEVELOPER:

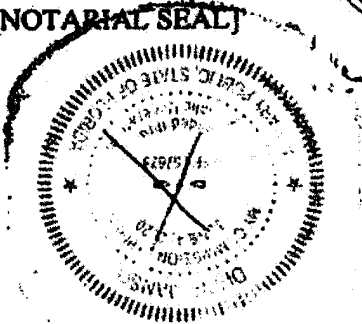
Century Midtown Properties, LLC,
a Florida limited liability company

By: [Signature]
Name: _____
Title: _____

STATE OF FLORIDA)
COUNTY OF DADE) SS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1st day of May, 2020, by JOSEPHINE PEREZ, as _____ of Century Midtown Properties, LLC, a Florida limited liability company, who is personally known to me or who has produced as identification.

[NOTARIAL SEAL]



[Signature]
Print Name: _____
Notary Public, State of Florida
Commission #: FF957678
My Commission Expires: 6/4/2020

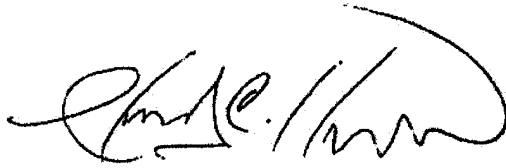


#74046363 v1

IN WITNESS WHEREOF, the Applicant caused these presents to be signed in their name by their proper officials.

Signed, witnessed, executed and acknowledged on this 30 day of April, 2020.

WITNESSES:



Signature

Carlos Melgosa

Printed Name

Signature

Alfred tortolero

Printed Name

APPLICANT:

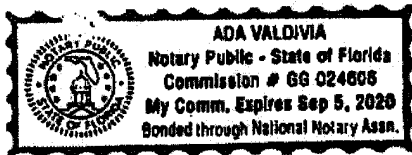
107 Avenue Doral Properties, LLC,
a Florida limited liability company

By: Name: ELIAS KASABDJIANTitle: MANAGER

STATE OF Florida)
) SS
COUNTY OF Miami Dade)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30 day of April, 2020, by Elias Kasabdjian, as Manager of 107 Avenue Doral Properties, LLC, a Florida limited liability company, who is personally known to me or who has produced N/A as identification.

[NOTARIAL SEAL]

Print Name: Ada Valdivia

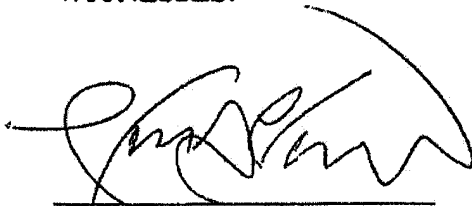
Notary Public, State of Florida

Commission #: 66 024606My Commission Expires: 9/5/2020

IN WITNESS WHEREOF, the Developer caused these presents to be signed in their name by their proper officials.

April Signed, witnessed, executed and acknowledged on this 30 day of 2020.

WITNESSES:



Signature

CARLOS CALOCA

Printed Name

Signature

Alfred Tortolero

Printed Name

DEVELOPER:

New Doral 107, LLC,
a Delaware limited liability company

By: 

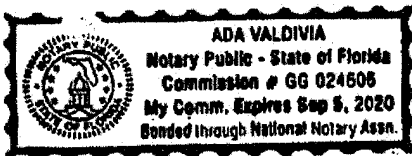
Name: Elias Kasabdj

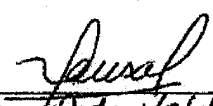
Title: Managing Member

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

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30 day of April, 2020, by Elias Kasabdj, as Managing Member of New Doral 107, LLC, a Delaware limited liability company, who is personally known to me, or who has produced N/A as identification.

[NOTARIAL SEAL]





Print Name: Ada Valdivia
Notary Public, State of Florida
Commission #: GG024606
My Commission Expires: 9/5/2020


IN WITNESS WHEREOF, the Developer caused these presents to be signed in their name by their proper officials.

Signed, witnessed, executed and acknowledged on this 30 day of April, 2020.

WITNESSES:


Signature
Ernest De Luca

Printed Name



Signature

Ernest De Luca
Printed Name

DEVELOPER:

MTD Unit 3-503 LLC,
a Florida limited liability company

By:

Name: Ernesto De Luca

Title: Authorized Signatory

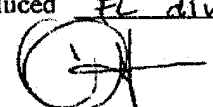
STATE OF Florida)
) SS
COUNTY OF Hernando)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30 day of April, 2020, by Ernesto De Luca, as Authorized Signatory of MTD Unit 3-503 LLC, a Florida limited liability company, who is personally known to me or who has produced FL divers lic 211-1 as identification.

[NOTARIAL SEAL]



CAROLINA MENDEZ AGUILAR ROSADO
Commission # GG 304955
Expires January 10, 2023
Bonded Third Party Notary Services


Print Name: Carolina A. Iguares
Notary Public, State of Florida
Commission #: GG 304955
My Commission Expires: Jan 10, 2023

IN WITNESS WHEREOF, the Developer caused these presents to be signed in their name by their proper officials.

April Signed, witnessed, executed and acknowledged on this 28 day of April, 2020.

WITNESSES:

Signature

Printed Name

Signature

Printed Name

DEVELOPER:

MTD Unit 3-307 LLC,
a Florida limited liability company

By: JQ 107 F1 LLC, a Foreign limited liability
company, its Manager

By: JQ Real Estate LLC, a Foreign limited
liability company, its Manager

By: _____

Name: Jesus Antonio Quintero Yamin
Title: Manager

STATE OF FloridaCOUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28 day of April, 2020, by Jesus Antonio Quintero Yamin, as Manager of JQ Real Estate LLC, a Foreign limited liability company, as Manager of JQ 107 F1 LLC, a Foreign limited liability company, as Manager of MTD Unit 3-307 LLC, a Florida limited liability company, who is personally known to me or who has produced ID as identification

[NOTARIAL SEAL]

Ashley Amaya
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG051976
Expires 12/1/2020

Print Name: Ashley Amaya


Notary Public, State of Florida


Commission #: GG051976My Commission Expires: 12/01/2020

IN WITNESS WHEREOF, the Developer caused these presents to be signed in their name by their proper officials.

Signed, witnessed, executed and acknowledged on this 30 day of April, 2020.

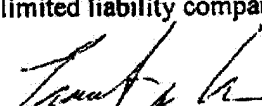
WITNESSES:


 Signature
Ernesto De Luca
 Printed Name


 Signature
Carolina A. Igua
 Printed Name

DEVELOPER:

MTD Unit 3-208 LLC,
 a Florida limited liability company

By: 
 Name: Ernesto De Luca
 Title: Authorized Signatory


STATE OF Florida)
) SS
 COUNTY OF Ham Dale)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30 day of April, 2020, by Ernesto De Luca, as Authorized Signatory of MTD Unit 3-208 LLC, a Florida limited liability company, who is personally known to me or who has produced Florida ID 291-1 as identification.

[NOTARIAL SEAL]



CAROLINA ANDREA GUINAROSADO
 Commission # GG 304955
 Expires January 10, 2023
 Bonded Thru Budget Notary Services


 Print Name: Carolina A. Igua
 Notary Public, State of Florida
 Commission #: GG 304955
 My Commission Expires: Jan 10, 2023

IN WITNESS WHEREOF, the City caused these presents to be signed in their name by their proper officials.

Signed, witnessed, executed and acknowledged on this 12th day of February, 2020.


WITNESSES:

CITY OF DORAL:


 Signature
Vanilleth Perceyra
 Printed Name

By:


Juan Carlos Bermudez, Mayor


 Signature
Jennifer Garcia
 Printed Name

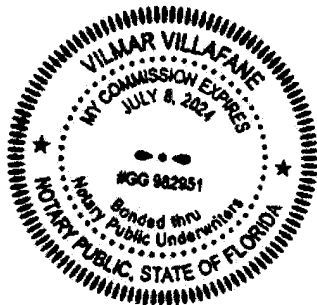
Approved as to legal sufficiency:


 City Attorney

STATE OF Florida)
) SS
 COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of June, 2020, by Juan Carlos Bermudez, as the Mayor of the City of Doral, who is personally known to me or who has produced _____ as identification.

[NOTARIAL SEAL]





 Print Name: Vilmar Villafane
 Notary Public, State of Florida
 Commission #: GG 982951
 My Commission Expires: 7/8/2024

EXHIBIT A
LEGAL DESCRIPTION

Phase 1 and 2 Legal Description: All of the lots in block 1, and all of the lots in block 2, and tracts a thru g, of "grand bay commons south", according to the plat thereof, as recorded in plat book 171, at page 45, of the public records of Miami Dade County, Florida.

PHASE 3 & 4 Legal Description: All of the lots in block 1, and all of the lots in block 2, and tracts a thru e, of "Midtown at Doral", according to the plat thereof, as recorded in plat book 171, at page 78, of the public records of Miami-Dade County, Florida.

PHASE 5 & 6 Legal Description: A portion of Section 8, Township 53 South, Range 40 East, City of Doral, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 8; thence S01°43'29"E, along the West Line of the Northwest 1/4 of said Section 8, for a distance of 240.07 feet; thence N89°39'28"E for a distance of 40.01 feet; thence continue N89°39'28"E for a distance of 310.09 feet; thence S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 379.33 feet to a point hereinafter referred to as Reference Point "A"; thence from the aforementioned Reference Point "A"; continue S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 60.00 feet; thence continue S01°43'29"E, along the last described line for a distance of 508.24 feet to a point hereinafter referred to as Reference Point "B"; thence from the aforementioned Reference Point "B"; continue S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 50.00 feet; thence continue S01°43'29"E, along the last described line for a distance of 1363.29 feet to a point hereinafter referred to as Reference Point "C"; thence S01°43'29"E, along the West Line of a 170 feet wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 60.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue S01°43'29"E, along the last described line for a distance of 1208.64 feet to a point of curvature of a circular curve to the left, concave to the East; thence Southeasterly along the arc of said curve, having for its elements a radius of 23.00 feet, through a central angle of 12°33'35" for an arc distance of 5.04 feet; thence S88°16'17"W for a distance 310.55 feet a point hereinafter refer to a Reference Point "D"; thence N01°43'29"W, along a line 40.00 feet East of and parallel with the West Line of the Northwest 1/4 of said Section 8, for a distance of 1213.66 feet; thence N88°16'31"E for a distance of 310.00 feet to the POINT OF BEGINNING. LESS the external area formed by a 25 foot radius curve, concave to the Southeast and tangent to the Westerly and Northerly Lines of the above described Parcel.

LESS

A portion of Section 8, Township 53 South, Range 40 East, City of Doral, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 8; thence S01°43'29"E, along the West Line of the Northwest 1/4 of said Section 8, for a distance of 240.07 feet; thence N89°39'28"E for a distance of 40.01 feet; thence continue N89°39'28"E for a distance of 310.09 feet; thence S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade

County, Florida, for a distance of 379.33 feet to a point hereinafter referred to as Reference Point "A"; thence from the aforementioned Reference Point "A"; continue S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 60.00 feet; thence continue S01°43'29"E, along the last described line for a distance of 508.24 feet to a point hereinafter referred to as Reference Point "B"; thence from the aforementioned Reference Point "B"; continue S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 50.00 feet; thence continue S01°43'29"E, along the last described line for a distance of 1363.29 feet to a point hereinafter referred to as Reference Point "C"; thence from the aforementioned Reference Point "C"; continue S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 60.00 feet; thence continue S01°43'29"E, along the last described line for a distance of 697.19 feet to a point hereinafter referred to as Reference Point "E" and the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue S01°43'29"E, along the last described line for a distance of 511.45 feet to a point of curvature of a circular curve to the left, concave to the East; thence Southeasterly along the arc of said curve, having for its elements a radius of 23.00 feet, through a central angle of 12°33'35" for an arc distance of 5.04 feet; thence S88°16'17"W for a distance of 310.55 feet to its intersection with a line 40.00 feet East of and parallel with the West Line of the Northwest 1/4 of said Section 8, said line also being the Easterly Right-of-way Line of N.W. 107th Avenue as recorded in Official Records Book 24939, at Page 4001 of the Public Records of Miami-Dade County, Florida; thence N01°43'29"W, along the last described line for a distance of 616.81 feet; thence N88°16'31"E, for a distance of 137.00 feet; thence S01°43'29"E, for a distance of 10.00 feet; thence N88°16'31"E, for a distance of 173.00 feet to a point on the said West Line of a 170 feet Wide Florida Power and Light Easement; thence S01°43'29"E along the last described line for a distance of 90.34 feet to the POINT OF BEGINNING.

PHASE 7 & 8 Legal Description: The South 644.84 feet of the following described three (3) Parcels of Land.

Parcel 1:

A portion of Section 8, Township 53 South, Range 40 East, City of Doral, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 8; thence S01°43'29"E, along the West Line of the Northwest 1/4 of said Section 8, for a distance of 240.07 feet; thence N89°39'28"E for a distance of 40.01 feet; thence continue N89°39'28"E for a distance of 310.09 feet; thence S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 379.33 feet to a point hereinafter referred to as Reference Point "A", said point also known as the S.W. Corner of Tract "A1", "GRAND BAY NORTH", according to the plat thereof, as recorded in Plat Book 170, Page 64, of the Public Records of Miami-Dade County, Florida; thence S01°43'29"E, along the West line of a 170 feet wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 60.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue S01°43'29"E, along the last described line for a distance of 508.24 feet to a point hereinafter refer to as Reference Point "B"; thence S88°16'31"W for a distance of 104.00 feet; thence N01°43'29"W for a distance of 100.00 feet; thence S88°16'31"W for a distance of 206.00 feet; thence N01°43'29"W, along a line 40.00 feet

East of and parallel with the West Line of the Northwest 1/4 of said Section 8, for a distance of 408.24 feet; thence N88°16'31"E for a distance 310.00 feet to the POINT OF BEGINNING. Less that portion of Right-Of-Way dedicated per the plat of Grand Bay North, according to the plat thereof as recorded in Plat Book 170 at Page 64 of the Public Records of Miami-Dade County, Florida.

TOGETHER WITH:

Parcel 2:

COMMENCE at the aforementioned Reference Point "B"; thence S01°43'29"E, along the West Line of a 170 feet wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 50.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue S01°43'29"E, along the last described line for a distance of 1363.29 feet to a point hereinafter refer to as Reference Point "C"; thence S88°16'31"W for a distance of 310.00 feet; thence N01°43'29"W, along a line 40.00 feet East of and parallel with the West Line of the Southwest 1/4 of said Section 8, for a distance of 1258.97 feet; thence N88°16'31"E for a distance of 206.00 feet; thence N01°43'29"W for a distance of 104.32 feet; thence N88°16'31"E for a distance of 104.00 feet to the POINT OF BEGINNING. LESS the external area formed by a 25 foot radius curve, concave to the Northeast and tangent to the South and West of the herein described Parcel.

TOGETHER WITH:

Parcel 3:

A portion of the West ½ of Section 8, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 8; thence S01°43'29"E, along the West Line of the Northwest 1/4 of said Section 8, for a distance of 1096.08 feet; thence N88°16'31"E for a distance of 40.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue N88°16'31"E for a distance of 206.00 feet; thence S01°43'29"E for a distance of 100.00 feet; thence N88°16'31"E for a distance of 104.00 feet; thence S01°43'29"E, along the West Line of a 170.00 foot F.P.L Easement as recorded in Official Records Book 6142, Page 326, for a distance of 50.00 feet; thence S88°16'31"W for a distance of 104.00 feet; thence S01°43'29"E for a distance of 104.32 feet; thence S88°16'31"W for a distance of 206.00 feet to a point on a line 40.00 feet East of and parallel with the West Line of said Section 8; thence N01°43'29"W, along the last described line for a distance of 254.32 feet to the POINT OF BEGINNING.

PHASE 9 & 10 Legal Description: The North 644.85 feet of the South 1289.69 feet of the following described three (3) Parcels of Land.

Parcel 1:

A portion of Section 8, Township 53 South, Range 40 East, City of Doral, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 8; thence S01°43'29"E, along the West Line of the Northwest 1/4 of said Section 8, for a distance of 240.07 feet; thence N89°39'28"E for a distance of 40.01 feet; thence continue N89°39'28"E for a distance of 310.09 feet; thence S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 379.33 feet to a point hereinafter referred to as Reference Point "A", said point also known as the S.W. Corner of Tract "A1", "GRAND BAY NORTH", according to the plat thereof, as recorded in Plat Book 170, Page 64, of the Public Records of Miami-Dade County, Florida; thence S01°43'29"E, along the West line of a 170 feet wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 60.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue S01°43'29"E, along the last described line for a distance of 508.24 feet to a point hereinafter refer to as Reference Point "B"; thence S88°16'31"W for a distance of 104.00 feet; thence N01°43'29"W for a distance of 100.00 feet; thence S88°16'31"W for a distance of 206.00 feet; thence N01°43'29"W, along a line 40.00 feet East of and parallel with the West Line of the Northwest 1/4 of said Section 8, for a distance of 408.24 feet; thence N88°16'31"E for a distance 310.00 feet to the POINT OF BEGINNING. Less that portion of Right-Of-Way dedicated per the plat of Grand Bay North, according to the plat thereof as recorded in Plat Book 170 at Page 64 of the Public Records of Miami-Dade County, Florida.

TOGETHER WITH:

Parcel 2:

COMMENCE at the aforementioned Reference Point "B"; thence S01°43'29"E, along the West Line of a 170 feet wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 50.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue S01°43'29"E, along the last described line for a distance of 1363.29 feet to a point hereinafter refer to as Reference Point "C"; thence S88°16'31"W for a distance of 310.00 feet; thence N01°43'29"W, along a line 40.00 feet East of and parallel with the West Line of the Southwest 1/4 of said Section 8, for a distance of 1258.97 feet; thence N88°16'31"E for a distance of 206.00 feet; thence N01°43'29"W for a distance of 104.32 feet; thence N88°16'31"E for a distance of 104.00 feet to the POINT OF BEGINNING.

TOGETHER WITH:

Parcel 3:

A portion of the West ½ of Section 8, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 8; thence S01°43'29"E, along the West Line of the Northwest 1/4 of said Section 8, for a distance of 1096.08 feet; thence N88°16'31"E for a distance of 40.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue N88°16'31"E for a distance of 206.00 feet; thence S01°43'29"E for a distance of 100.00 feet; thence N88°16'31"E for a distance of 104.00 feet; thence S01°43'29"E, along the West Line of a 170.00 foot F.P.L Easement as recorded in Official Records Book 6142, Page 326, for a distance of 50.00 feet; thence S88°16'31"W for a distance of 104.00 feet; thence S01°43'29"E for a distance of 104.32 feet; thence S88°16'31"W for a distance of 206.00 feet to a point on a line 40.00 feet East of and parallel with the West Line of said Section 8; thence

N01°43'29"W, along the last described line for a distance of 254.32 feet to the POINT OF BEGINNING.

PHASE 11 Legal Description: The South half (1/2) of the following described property:
All of the following described three (3) Parcels, LESS the South 1289.69 feet thereof.

Parcel 1:

A portion of Section 8, Township 53 South, Range 40 East, City of Doral, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 8; thence S01°43'29"E, along the West Line of the Northwest 1/4 of said Section 8, for a distance of 240.07 feet; thence N89°39'28"E for a distance of 40.01 feet; thence continue N89°39'28"E for a distance of 310.09 feet; thence S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 379.33 feet to a point hereinafter referred to as Reference Point "A", said point also known as the S.W. Corner of Tract "A1", "GRAND BAY NORTH", according to the plat thereof, as recorded in Plat Book 170, Page 64, of the Public Records of Miami-Dade County, Florida; thence S01°43'29"E, along the West line of a 170 feet wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 60.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue S01°43'29"E, along the last described line for a distance of 508.24 feet to a point hereinafter refer to as Reference Point "B"; thence S88°16'31"W for a distance of 104.00 feet; thence N01°43'29"W for a distance of 100.00 feet; thence S88°16'31"W for a distance of 206.00 feet; thence N01°43'29"W, along a line 40.00 feet East of and parallel with the West Line of the Northwest 1/4 of said Section 8, for a distance of 408.24 feet; thence N88°16'31"E for a distance 310.00 feet to the POINT OF BEGINNING. Less that portion of Right-Of-Way dedicated per the plat of Grand Bay North, according to the plat thereof as recorded in Plat Book 170 at Page 64 of the Public Records of Miami-Dade County, Florida.

TOGETHER WITH:

Parcel 2:

COMMENCE at the aforementioned Reference Point "B"; thence S01°43'29"E, along the West Line of a 170 feet wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 50.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue S01°43'29"E, along the last described line for a distance of 1363.29 feet to a point hereinafter refer to as Reference Point "C"; thence S88°16'31"W for a distance of 310.00 feet; thence N01°43'29"W, along a line 40.00 feet East of and parallel with the West Line of the Southwest 1/4 of said Section 8, for a distance of 1258.97 feet; thence N88°16'31"E for a distance of 206.00 feet; thence N01°43'29"W for a distance of 104.32 feet; thence N88°16'31"E for a distance of 104.00 feet to the POINT OF BEGINNING.

TOGETHER WITH:

Parcel 3:

A portion of the West 1/2 of Section 8, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 8; thence S01°43'29"E, along the West Line of the Northwest 1/4 of said Section 8, for a distance of 1096.08 feet; thence N88°16'31"E for a distance of 40.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue N88°16'31"E for a distance of 206.00 feet; thence S01°43'29"E for a distance of 100.00 feet; thence N88°16'31"E for a distance of 104.00 feet; thence S01°43'29"E, along the West Line of a 170.00 foot F.P.L Easement as recorded in Official Records Book 6142, Page 326, for a distance of 50.00 feet; thence S88°16'31"W for a distance of 104.00 feet; thence S01°43'29"E for a distance of 104.32 feet; thence S88°16'31"W for a distance of 206.00 feet to a point on a line 40.00 feet East of and parallel with the West Line of said Section 8; thence N01°43'29"W, along the last described line for a distance of 254.32 feet to the POINT OF BEGINNING.

PHASE 12 Legal Description: The North Half (1/2) of the following described Parcel:

All of the following described three (3) Parcels, LESS the South 1289.69 feet thereof.

Parcel 1:

A portion of Section 8, Township 53 South, Range 40 East, City of Doral, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 8; thence S01°43'29"E, along the West Line of the Northwest 1/4 of said Section 8, for a distance of 240.07 feet; thence N89°39'28"E for a distance of 40.01 feet; thence continue N89°39'28"E for a distance of 310.09 feet; thence S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 379.33 feet to a point hereinafter referred to as Reference Point "A", said point also known as the S.W. Corner of Tract "A1", "GRAND BAY NORTH", according to the plat thereof, as recorded in Plat Book 170, Page 64, of the Public Records of Miami-Dade County, Florida; thence S01°43'29"E, along the West line of a 170 feet wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 60.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue S01°43'29"E, along the last described line for a distance of 508.24 feet to a point hereinafter refer to as Reference Point "B"; thence S88°16'31"W for a distance of 104.00 feet; thence N01°43'29"W for a distance of 100.00 feet; thence S88°16'31"W for a distance of 206.00 feet; thence N01°43'29"W, along a line 40.00 feet East of and parallel with the West Line of the Northwest 1/4 of said Section 8, for a distance of 408.24 feet; thence N88°16'31"E for a distance 310.00 feet to the POINT OF BEGINNING. Less that portion of Right-Of-Way dedicated per the plat of Grand Bay North, according to the plat thereof as recorded in Plat Book 170 at Page 64 of the Public Records of Miami-Dade County, Florida.

TOGETHER WITH:

Parcel 2:

COMMENCE at the aforementioned Reference Point "B"; thence S01°43'29"E, along the West Line of a 170 feet wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 50.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue S01°43'29"E, along the last described line for a distance of 1363.29 feet to a point hereinafter refer to as Reference Point "C"; thence S88°16'31"W for a distance of 310.00 feet; thence

N01°43'29"W, along a line 40.00 feet East of and parallel with the West Line of the Southwest 1/4 of said Section 8, for a distance of 1258.97 feet; thence N88°16'31"E for a distance of 206.00 feet; thence N01°43'29"W for a distance of 104.32 feet; thence N88°16'31"E for a distance of 104.00 feet to the POINT OF BEGINNING.

TOGETHER WITH:

Parcel 3:

A portion of the West 1/2 of Section 8, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 8; thence S01°43'29"E, along the West Line of the Northwest 1/4 of said Section 8, for a distance of 1096.08 feet; thence N88°16'31"E for a distance of 40.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue N88°16'31"E for a distance of 206.00 feet; thence S01°43'29"E for a distance of 100.00 feet; thence N88°16'31"E for a distance of 104.00 feet; thence S01°43'29"E, along the West Line of a 170.00 foot F.P.L Easement as recorded in Official Records Book 6142, Page 326, for a distance of 50.00 feet; thence S88°16'31"W for a distance of 104.00 feet; thence S01°43'29"E for a distance of 104.32 feet; thence S88°16'31"W for a distance of 206.00 feet to a point on a line 40.00 feet East of and parallel with the West Line of said Section 8; thence N01°43'29"W, along the last described line for a distance of 254.32 feet to the POINT OF BEGINNING.

PHASE 13 Legal Description: A portion of Section 8, Township 53 South, Range 40 East, City of Doral, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 8; thence S01°43'29"E, along the West Line of the Northwest 1/4 of said Section 8, for a distance of 240.07 feet; thence N89°39'28"E for a distance of 40.01 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue N89°39'28"E for a distance of 310.09 feet; thence S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 379.33 feet to a point hereinafter refer to as Reference Point "A"; thence S88°16'31"W for a distance of 310.00 feet; thence N01°43'29"W, along a line 40.00 feet East of and parallel with the said West Line of the Northwest 1/4 of said Section 8, for a distance of 386.81 feet to the POINT OF BEGINNING. Less that portion of Right-of-Way dedicated as per the plat of Grand Bay North, according to the plat thereof, as recorded in Plat Book 170, at Page 64, of the Public Records of Miami-Dade County, Florida.



CFN 2022R0538973
DR BK 33275 Pgs 375-393 (19Pgs)
RECORDED 07/06/2022 13:18:17
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by:

Name: Alejandro J. Arias, Esq.
Address: Holland & Knight LLP
701 Brickell Avenue
Suite 3300
Miami, Florida 33131

(Space reserved for Clerk of Court)

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS is made this 21 day of June, 2022, by **Century Midtown Properties, LLC** ("Century Midtown"), a Florida limited liability company, **Century Town Center 1, LLC** ("CTC-1"), a Delaware limited liability company, and **Century Town Center 2, LLC** ("CTC-2"), a Delaware limited liability company (collectively the "Owners"), in favor of the City of Doral, a political subdivision of the State of Florida (the "City").

W-I-T-N-E-S-S-E-T-H:

WHEREAS, the Owners hold the fee simple title to that ± 8.8 acre parcel of land located east of NW 107 Avenue on both sides of NW 82 Street, more particularly described in the attached Exhibits: Exhibit "A-1 (Century Midtown Property)", Exhibit "A-2 (CTC-1 Property)", and Exhibit "A-3 (CTC-2 Property)" (collectively the "Property");

WHEREAS, the Owners have filed an application with the City Planning and Zoning Department, which is currently pending under Project No. 2017070003 for the purposes of seeking: (i) a modification of "Phase II" of the Midtown Doral Planned Unit ("PUD"), as set forth in the Modification of Master Development Agreement for Midtown Doral, recorded in Official Records Book 31982, Page 4378 of the Public Records of Miami-Dade County, Florida; and (ii) an amendment to the Settlement Agreement, recorded in Official Records Book 26862, Page 4111, as most recently amended by the Fourth Amendment to the Settlement Agreement, pursuant to Resolution No. 15-209, passed and adopted by the City on October 21, 2015 (the "Settlement Agreement") (collectively, the "Application");



NOW, THEREFORE, IN ORDER TO ASSURE the City that the representations made by the Owners during its consideration of the Application will be abided by, the Owners freely, voluntarily, and without duress, hereby make the following Declaration of Restrictions (the "Declaration") covering and running with the Property:

1. The above recitals are hereby incorporated by reference.
2. Dedication of Off-Site Open Space Parcel. To help mitigate the Application's impact on the City's park and recreation facilities, the Owners have identified for future conveyance to the City that certain parcel of land, consisting of approximately fifty (50) acres, which is located generally on the north side of NW 74 Street and west of NW 107 Avenue and which is currently being maintained as a preservation area, as more particularly described in Exhibit "B" (the "Off-Site Parcel"). As a condition to the approval of the Application, the Owners shall convey the Off-Site Parcel to the City at no cost to the City. The City and the Owners acknowledge that the City's intended use of the Off-Site Parcel as a passive recreational area, including public view corridors (the "City's Intended Use"), may require the approval of a modification of that certain conservation easement in favor of the South Florida Water Management District (the "SFWMD"), as amended, which is recorded at Official Records Book 27780, Pages 4630-4750 of the Public Records of Miami-Dade County (the "Modification"). The City shall have one-hundred and eighty (180) days (unless such time is extended by mutual agreement of the Owners and the City) following final approval of the Application to secure the approval of the Modification by the SFWMD and, if applicable, the US Army Corps of Engineers and the County's Division of Environmental Resources Management (the "Environmental Agencies"). The Owners shall cooperate fully with the City, including by promptly



signing any applications and documents required by the Environmental Agencies in connection with the approval of the Modification. The Owners shall cause the conveyance of the Off-Site Parcel to the City at no cost to the City in its "as is, where is" condition, subject to all existing exceptions and encumbrances and to be held as public park land, within ten (10) business days following the approval of the Modification. As additional consideration, the Owners agree not to seek certificates of occupancy for more than 505 units until such time as the City has secured the approval of the Modification.

3. **Use of Clubhouse Amenities.** The use of the clubhouse amenities shall be limited to the residents of the Midtown PUD, their guests and invitees. Notwithstanding anything in the Homeowners' Association Documents for Midtown Doral (the "HOA Documents") to the contrary, this provision, and the provisions sets forth in the Second Modification to the Master Development Agreement (the "Second Modification") and the Fifth Amendment to Settlement Agreement (the "Fifth Amendment"), shall supersede all conflicting language set forth therein.

4. **Electric Vehicle Charging Stations.** Notwithstanding anything in the Development Agreement to the contrary, the development of Phase II shall comply with the provisions of Section 77-141 of the City Code.

5. **On Demand Shuttle Service.** Within 180 days following the issuance of a certificate of occupancy for the clubhouse, the owner of the clubhouse shall provide transportation within the boundaries of the Midtown PUD to residents of the Midtown PUD (their guests and invitees) to and from the clubhouse during the operating hours of the clubhouse. The transportation service may be provided on an *on-call / on-demand* basis or on a fixed route and schedule and through a third party service.



6. **Miscellaneous.**

A. **Covenant Running with the Land.** This Declaration on the part of the Owners shall constitute a covenant running with the land and shall be recorded, at the Owners expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned Owners and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of the City and the public welfare. The Owners, their heirs, successors and assigns, acknowledge that acceptance of this Declaration does not in any way obligate or provide a limitation on the City.

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

C. **Modification, Amendment, Release.** This Declaration shall not be amended or modified in any manner, except, in writing executed by the Owners or their respective successors and/or assigns; provided that the same is also approved by the City Council and the Mayor of the City of Doral, Florida, or its successors, by resolution, upon advertised notice, or by ordinance if the covenant is adopted by ordinance or as otherwise provided in the City of Doral Charter.

D. **Enforcement.** Enforcement shall be by action against any parties or person violating, or attempting to violate, the Declaration. The prevailing party in any action or suit



pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity, or both.

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

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

G. Presumption of Compliance. Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the City, and inspections made and approval of occupancy given by the City, then such construction, inspection, and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

H. City Inspection. As further part of this Declaration, it is hereby understood and agreed that any official inspector of the City, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.



I. Severability. Invalidation of any one of these covenants by judgment of Court shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the City shall be entitled to revoke any approval predicated upon the invalidated portion.

J. Recordation and Effective Date. This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost of the Owners following the approval of the City of Doral Planning and Zoning Director, or the executive officer of the successor of said department. This Declaration shall become effective immediately upon recordation.

K. Acceptance of Declaration. Acceptance of this Declaration of Restrictions does not obligate the City in any manner, nor does it entitle the Owners to a favorable recommendation or approval of any application, zoning or otherwise, and the City retains its full power and authority to, with respect to the Property, deny each such application in whole or in part and to decline to accept any conveyance.

L. Use to Comply with Law. It is understood that if the Application is approved, the undersigned must comply with all applicable Federal, State, County, and City laws, rules, and regulations.

M. Owners. The term "Owners" shall include the current Owners and their successor and assigns.

N. Authority. The persons signing below on behalf of Owners, respectively, represent and warrant that they each have full right and authority to execute this Declaration, that they are authorized to do so and that no consents of any person(s) are required other than those which have already been obtained.

O. Integration. With the exception of representations made during the consideration



of the Application at public meetings, this instrument together with all other exhibits hereto embodies the whole Declaration of the parties with respect to the subject matter hereof, and there are no promises, terms, conditions, or obligations other than those herein contained. This Declaration shall supersede all previous letters of intent, communications, discussions, representations, or agreements, either verbal or written, between the parties hereto (and their officers, directors, employees, agents, and beneficiaries) and not herein contained. All exhibits to this Declaration are incorporated herein by reference.

P. Construction. The Owners acknowledges participating equally in the drafting of this Declaration and that, accordingly, no court construing this Declaration shall construe it more stringently against anyone party.

Q. Counterparts. This Declaration may be executed in two or more counterparts, each of which shall be deemed an original, but, all of which together shall constitute one and the same instrument.

R. Choice of Law. This Declaration and all questions of interpretation, construction, and enforcement shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflicts of law principles. Any legal action brought in connection with this Declaration shall be filed exclusively in Miami-Dade County, Florida.

S. Waiver of Right to Trial by Jury. The Owners to the fullest extent permitted by applicable law, hereby waives, relinquishes and foregoes the right to a trial by jury in any action or proceeding based upon, arising out of, or in any way related to this Declaration.

[Execution Page Follows]



WITNESS WHEREOF, we have executed this Declaration of Restrictions as of this 24
day of June, 2022.

WITNESSES:

CENTURY MIDTOWN PROPERTIES, LLC,
a Florida limited liability company

[Signature]
Signature
Florida Lopez
Printed Name

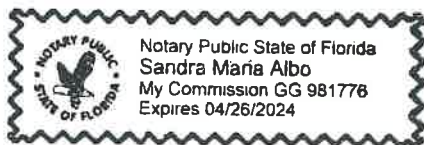
By: [Signature]
Name: Sergio Pino
Title: Manager

[Signature]
Signature
Alejandro J. Ariza
Printed Name

STATE OF Florida)
COUNTY OF Miami-Dade) SS:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization, this 24 day of June, 2022, by Sergio Pino, as Manager of **CENTURY
MIDTOWN PROPERTIES, LLC**, a Florida limited liability company, who is personally known to
me or ☒ has produced _____ as identification.

[NOTARIAL SEAL]



[Signature]
Print Name: Sandra Maria Albo
Notary Public, State of Florida
Commission #: GG 981776
My Commission Expires: April 26, 2024



WITNESS WHEREOF, we have executed this Declaration of Restrictions as of this 24
day of June, 2022.

WITNESSES:

CENTURY TOWN CENTER 1, LLC,
a Delaware limited liability company

[Signature]
Signature
Forrest Layman
Printed Name

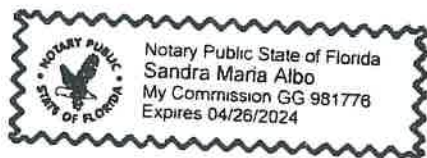
By: [Signature]
Name: Sergio Pino
Title: Authorized Signatory

[Signature]
Signature
Alejandro J. Ariss
Printed Name

STATE OF Florida)
COUNTY OF Miami-Dade) SS:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization, this 24 day of June, 2022, by Sergio Pino, as the Authorized
Signatory of **CENTURY TOWN CENTER 1, LLC**, a Delaware limited liability company, who is
personally known to me or has produced as identification.

[NOTARIAL SEAL]



[Signature]
Print Name: Sandra Maria Albo
Notary Public, State of Florida
Commission #: GG 981776
My Commission Expires: April 26, 2024



WITNESS WHEREOF, we have executed this Declaration of Restrictions as of this 29 day of June, 2022.

WITNESSES:

CENTURY TOWN CENTER 2, LLC,
a Delaware limited liability company

[Signature]
Signature
Farina Lopez
Printed Name

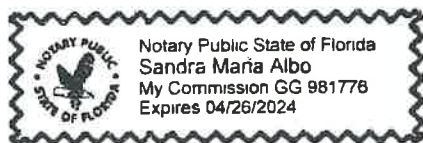
By: [Signature]
Name: Sergio Pino
Title: Authorized Signatory

[Signature]
Signature
Alejandro J. Ariza
Printed Name

STATE OF Florida)
COUNTY OF Miami-Dade) SS:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24 day of June, 2022, by Sergio Pino, as Authorized Signatory of **CENTURY TOWN CENTER 2, LLC**, a Delaware limited liability company, who is personally known to me or ☒ has produced _____ as identification.

[NOTARIAL SEAL]



[Signature]
Print Name: Sandra Maria Albo
Notary Public, State of Florida
Commission #: GG 981776
My Commission Expires: April 26, 2024



EXHIBIT "A-1"

CENTURY MIDTOWN PROPERTY



**THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT A SCRIVENER'S ERROR ON
PAGE 3796 OF THE DOCUMENT RECORDED IN OFFICIAL RECORDS BOOK 33135, PAGES
3796 - 3812 IN PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.**

CENTURY TOWNE PLACE- CLUBHOUSE PARCEL

LEGAL DESCRIPTION:

A portion of Section 8, Township 53 South, Range 40 East, City of Doral, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 8; thence S01°43'29"E, along the West Line of the Northwest 1/4 of said Section 8, for a distance of 240.07 feet; thence N89°39'28"E for a distance of 40.01 feet; thence continue N89°39'28"E for a distance of 310.09 feet; thence S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 379.33 feet to a point hereinafter referred to as Reference Point "A"; thence from the aforementioned Reference Point "A"; continue S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 60.00 feet; thence continue S01°43'29"E, along the last described line for a distance of 508.24 feet to a point hereinafter referred to as Reference Point "B"; thence from the aforementioned Reference Point "B"; continue S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 50.00 feet; thence continue S01°43'29"E, along the last described line for a distance of 1363.29 feet to a point hereinafter referred to as Reference Point "C"; thence S01°43'29"E, along the West Line of a 170 feet wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 60.00 feet; thence continue S01°43'29"E, along the last described line for a distance of 606.88 feet to a point, said point being the Northeast Corner of Lot 10, Block 1 of "MIDTOWN AT DORAL", as recorded in Plat Book 171, at Page 78 of the Public Records of Miami-Dade County, Florida; thence continue S88°16'31"W, along the North Line of said Lot 10, for a distance of 132.17 feet the POINT OF BEGINNING of the hereinafter described Parcel of Land; the next following described three (3) courses and distances being along the North Line of said Lot 10; 1) thence S88°16'31"W for a distance of 40.83 feet; 2) thence N01°43'29"W for a distance of 10.00 feet; 3) thence S88°16'31"W for a distance of 137.00 feet; thence continue N01°43'29"W, along a line 40.00 feet East of and parallel with the West Line of the Northwest 1/4 of said Section 8, for a distance of 106.93 feet; thence continue N88°16'31"E for a distance of 141.33 feet; thence continue N01°43'29"W for a distance of 4.24 feet; thence continue N88°16'31"E for a distance of 32.50 feet; thence continue S01°43'29"E for a distance of 1.17 feet; thence continue N88°16'31"E for a distance of 4.00 feet; thence continue S01°43'29"E for a distance of 120.00 feet to the POINT OF BEGINNING.



EXHIBIT "A-2"

CTC-1 PROPERTY



**THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT A SCRIVENER'S ERROR ON
PAGE 3796 OF THE DOCUMENT RECORDED IN OFFICIAL RECORDS BOOK 33135, PAGES
3796 - 3812 IN PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.**

PHASE 5 & 6 CTC-1

A portion of Section 8, Township 53 South, Range 40 East, City of Doral, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 8; thence S01°43'29"E, along the West Line of the Northwest 1/4 of said Section 8, for a distance of 240.07 feet; thence N89°39'28"E for a distance of 40.01 feet; thence continue N89°39'28"E for a distance of 310.09 feet; thence S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 379.33 feet to a point hereinafter referred to as Reference Point "A"; thence from the aforementioned Reference Point "A"; continue S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 60.00 feet; thence continue S01°43'29"E, along the last described line for a distance of 508.24 feet to a point hereinafter referred to as Reference Point "B"; thence from the aforementioned Reference Point "B"; continue S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 50.00 feet; thence continue S01°43'29"E, along the last described line for a distance of 1363.29 feet to a point hereinafter referred to as Reference Point "C"; thence S01°43'29"E, along the West Line of a 170 feet wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 60.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue S01°43'29"E, along the last described line for a distance of 606.88 feet to a point, said point being the Northeast Corner of Lot 10, Block 1 of "MIDTOWN AT DORAL", as recorded in Plat Book 171, at Page 78 of the Public Records of Miami-Dade County, Florida; thence S88°16'31"W, along the Northerly Line of said Lot 10 for a distance of 132.17 feet; the following six (6) courses and distance being along the Easterly and Northerly Boundary Line of the Clubhouse Parcel as recorded in Special Warranty Deed in Official Records Book 32836, Page 1254, of the Public Records of Miami-Dade County, Florida; 1) thence N01°43'29"W for a distance of 120.00 feet; 2) thence S88°16'31"W for a distance of 4.00 feet; 3) thence N01°43'29"W for a distance of 1.17 feet; 4) thence S88°16'31"W for a distance of 32.50 feet; 5) thence S01°43'29"E for a distance of 4.24 feet; 6) thence S88°16'31"W for a distance of 141.33 feet to its intersection with a line 40.00 feet East of and parallel with the West Line of the Northwest 1/4 of said Section 8, said line also being the Easterly Right-of-way Line of N.W. 107th Avenue as recorded in Official Records Book 24939, at Page 4001 of the Public Records of Miami-Dade County, Florida; thence N01°43'29"W, along the last described line for a distance of 464.95 feet to a point of curvature of a circular curve to the right, concave to the southeast; thence Northerly, Northeasterly and Easterly along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 90°00'00" for an arc distance of 39.27 to a point of tangency; thence N88°16'31"E, along the South Line of N.W. 82nd Street Right-of-way line, as shown on Plat of "Grand Bay South Roads", as recorded



in Plat Book 171, at Page 91 of the Public Records of Miami-Dade County, Florida, for a distance of 285.00 feet to the POINT OF BEGINNING.



EXHIBIT "A-3"

CTC-2 PROPERTY



**THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT A SCRIVENER'S ERROR ON
PAGE 3796 OF THE DOCUMENT RECORDED IN OFFICIAL RECORDS BOOK 33135, PAGES
3796 - 3812 IN PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.**

PHASE 7 & 8

The South 644.84 feet of the following described three (3) Parcels of Land.

Parcel 1:

A portion of Section 8, Township 53 South, Range 40 East, City of Doral, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 8; thence S01°43'29"E, along the West Line of the Northwest 1/4 of said Section 8, for a distance of 240.07 feet; thence N89°39'28"E for a distance of 40.01 feet; thence continue N89°39'28"E for a distance of 310.09 feet; thence S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 379.33 feet to a point hereinafter referred to as Reference Point "A", said point also known as the S.W. Corner of Tract "A1", "GRAND BAY NORTH", according to the plat thereof, as recorded in Plat Book 170, Page 64, of the Public Records of Miami-Dade County, Florida; thence S01°43'29"E, along the West line of a 170 feet wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 60.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue S01°43'29"E, along the last described line for a distance of 508.24 feet to a point hereinafter refer to as Reference Point "B"; thence S88°16'31"W for a distance of 104.00 feet; thence N01°43'29"W for a distance of 100.00 feet; thence S88°16'31"W for a distance of 206.00 feet; thence N01°43'29"W, along a line 40.00 feet East of and parallel with the West Line of the Northwest 1/4 of said Section 8, for a distance of 408.24 feet; thence N88°16'31"E for a distance 310.00 feet to the POINT OF BEGINNING. Less that portion of Right-Of-Way dedicated per the plat of Grand Bay North, according to the plat thereof as recorded in Plat Book 170 at Page 64 of the Public Records of Miami-Dade County, Florida.

TOGETHER WITH:

Parcel 2:

COMMENCE at the aforementioned Reference Point "B"; thence S01°43'29"E, along the West Line of a 170 feet wide Florida Power and Light Easement, as recorded in Official



Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 50.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue S01°43'29"E, along the last described line for a distance of 1363.29 feet to a point hereinafter refer to as Reference Point "C"; thence S88°16'31"W for a distance of 310.00 feet; thence N01°43'29"W, along a line 40.00 feet East of and parallel with the West Line of the Southwest 1/4 of said Section 8, for a distance of 1258.97 feet; thence N88°16'31"E for a distance of 206.00 feet; thence N01°43'29"W for a distance of 104.32 feet; thence N88°16'31"E for a distance of 104.00 feet to the POINT OF BEGINNING. LESS the external area formed by a 25 foot radius curve, concave to the Northeast and tangent to the South and West of the herein described Parcel.

TOGETHER WITH:

Parcel 3:

A portion of the West ½ of Section 8, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 8; thence S01°43'29"E, along the West Line of the Northwest 1/4 of said Section 8, for a distance of 1096.08 feet; thence N88°16'31"E for a distance of 40.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue N88°16'31"E for a distance of 206.00 feet; thence S01°43'29"E for a distance of 100.00 feet; thence N88°16'31"E for a distance of 104.00 feet; thence S01°43'29"E, along the West Line of a 170.00 foot F.P.L Easement as recorded in Official Records Book 6142, Page 326, for a distance of 50.00 feet; thence S88°16'31"W for a distance of 104.00 feet; thence S01°43'29"E for a distance of 104.32 feet; thence S88°16'31"W for a distance of 206.00 feet to a point on a line 40.00 feet East of and parallel with the West Line of said Section 8; thence N01°43'29"W, along the last described line for a distance of 254.32 feet to the POINT OF BEGINNING.



EXHIBIT "B"

OFF-SITE PARCEL - LEGAL DESCRIPTION

TRACT Y OF ISLANDS AT DORAL 1st ADDITION, according to the Plat thereof, as recorded in Plat Book 163, at Page 50, of the Public Records of Miami-Dade County, Florida.

Folio No. 35-3007-008-4680

STATE OF FLORIDA, COUNTY OF MIAMI-DADE
I HEREBY CERTIFY that this is a true copy of the
original filed in this office on **JUL 8 2022** day of
_____, AD 20____
WITNESS my hand and Official Seal.
HARVEY RUIN, Clerk of Circuit and County Courts
By _____ D.C.

Jeffrey Molina #328784



**THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT A SCRIVENER'S ERROR ON
PAGE 3796 OF THE DOCUMENT RECORDED IN OFFICIAL RECORDS BOOK 33135, PAGES
3796 - 3812 IN PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.**



CFN 20240074056
OR BK 34070 Pgs 2796-2813 (18Pgs)
RECORDED 01/29/2024 12:10:51
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

This instrument was prepared by:

Name: Alejandro J. Arias, Esq.
Address: Holland & Knight LLP
701 Brickell Avenue
Suite 3300
Miami, Florida 33131

(Space reserved for Clerk of Court)

SIXTH AMENDMENT TO SETTLEMENT AGREEMENT

THIS SIXTH AMENDMENT to Settlement Agreement ("Sixth Amendment") is entered into by and between Century Midtown Properties, LLC, a Florida limited liability company ("Century Midtown"), Century Town Center 1, LLC, a Delaware limited liability company ("CTC-1"), Century Town Center 2, LLC, a Delaware limited liability company ("CTC-2"), and the City of Doral, a Florida municipal corporation (the "City").

WHEREAS, a Settlement Agreement, dated as of June 12, 2005, was entered into by the City and the then owners of that certain ±465 acre parcel of land located in Section 8, Township 53 South, Range 40 East in the City of Doral, Florida (the "Original Parcel") to address the concerns of the City with respect to the development of the Original Parcel, and which was subsequently amended by that certain Amendment to Settlement Agreement, approved by the City of Doral on February 12, 2007, pursuant to Resolution No. 07-06, that certain Second Amendment to Settlement Agreement, recorded in Official Records Book 26842 at Page 4067 of the Public Records of Miami-Dade County, Florida, that certain Third Amendment to Settlement Agreement, recorded in Official Records Book 29252 at Page 1882 of the Public Records of Miami-Dade County, Florida, that certain Fourth Amendment to Settlement Agreement, pursuant to Resolution No. 15-209, passed and adopted by the City on October 21, 2015, and that certain Fifth Amendment to the Settlement Agreement, pursuant to Resolution No. 21-248, passed and adopted by the City on October 27, 2021, as recorded in Official Records Book 33275, Page 359 of the Public Records of Miami-Dade County (collectively, the "Agreement");

WHEREAS, the Agreement was entered into by the parties to assure the City of the performance of certain obligations and the commitment to certain restrictions on the Original Parcel, including infrastructure improvements, as a settlement to litigation proceedings between the parties;

WHEREAS, over time the Original Parcel has been divided into smaller parcels and conveyed to various owners;

WHEREAS, a Modification to the Master Development Agreement Recorded at Official Records Book 29422 at Page 4516 of the Public Records of Miami-Dade County, Florida, dated February 12, 2020, was entered into between 107 Avenue Doral Properties, LLC, a Florida limited liability company, New Doral 107, LLC, a Delaware limited liability company, MTD Unit 3-503, LLC, a Florida limited liability company, MTD Unit 3-307 LLC, a Florida limited liability company, MTD Unit 3-208 LLC, a Florida limited liability company, and Century Midtown (the "Development Agreement Modification");

WHEREAS, the Development Agreement Modification applied to that certain ±30 acre parcel of the Property, encompassing a proposed phased mixed-use development site known as "Midtown Doral", with a maximum of 1,548 dwelling units, 300,000 square feet of gross leasable area of commercial use, 75,000 square feet of net leasable area of office use, and a 47,000 square foot clubhouse (the "Midtown Doral PUD");

WHEREAS, the Development Agreement Modification reallocated the remaining development rights of the Midtown Doral Project to a number of parcels, which remained unbuilt, under a new phased development schedule;

WHEREAS, more recently a Second Modification to the Master Development Agreement recorded at Official Records Book 33135, Page 3713, was entered into between Century Midtown, CTC-1, and CTC-2, in connection with the ±8.8 acre parcel of land located within "Phase II" of the Midtown Doral PUD (the "Second Modification"), more particularly described in the attached Exhibits: Exhibit "A-1 (Century Midtown Parcel)", Exhibit "A-2 (CTC-1 Parcel)", and Exhibit "A-3 (CTC-2 Parcel)" (collectively the "Century Midtown Property");

WHEREAS, the development of the Century Midtown Property is "Phase II" of the development program described in the Second Modification;

WHEREAS, on April 26, 2023, pursuant to Resolution No. 23-59, the Mayor and the City Council approved a further modification to the Agreement to allow for the development of the Century Midtown Property under an updated phased development program encompassing a 58,052 square foot clubhouse, 61,064 square feet of gross leasable commercial use, and 734 dwelling units (the "Sixth Amendment to the Settlement Agreement Approval");

WHEREAS, in connection with the aforementioned Amendment to the Settlement Agreement Approval, Century Midtown, CTC-1, and CTC-2 seek to amend Section 6 of the Agreement, as it affects the Century Midtown Property, in accordance with the terms and conditions set forth below:

FROM:

"Maximum Residential Density within the TND and the Section 8 Residential Lands. Notwithstanding the approval of the Zoning Application, the CDMP Application, or future applications, Flordade and 107 Avenue agree that the maximum number of dwelling units within the Section 8 Residential Lands shall not exceed a total density (as defined in the Land Use Element of the CDMP) of four thousand one hundred seventy five (4,175) dwelling units. Further, the maximum gross residential density, as defined in the Land Use Element of the CDMP, on the TND Property shall not exceed three thousand six hundred thirty four (3,634) dwelling units. In addition, Flordade agrees that it shall set aside sufficient land within the Section 8 Residential Lands Property to permit the future development of a minimum of (i) three hundred and eighty four (384) detached single family homes on lots with an average size of 5,000 square feet of area, including a minimum of sixty (60) units within that portion of the Property known

as the Grand Bay South Planned Units Development, and (ii) four hundred forty (440) platted, fee simple townhomes. Lastly, no more than fifty percent (50%) of the multi-family units within the Section 8 Residential Lands may be designed and offered as rental units.

Notwithstanding the foregoing, (i) an additional one hundred and seventy (170) dwelling units may be developed on the Century Midtown Property; and (ii) units on the Century Midtown Property may be designed and offered for either sale or rent.

In addition, to help mitigate the impact of the construction of the Additional Units on the City's park and recreation facilities, Century Midtown has identified for future conveyance to the City that certain parcel of land, consisting of approximately fifty (50) acres, which is located generally on the north side of NW 74 Street and west of NW 107 Avenue and which is currently being maintained as a preservation area, as more particularly described in Exhibit "B" (the "Off-Site Parcel"). As a condition to the approval of this Amendment, Century Midtown shall cause the conveyance of the Off-Site Parcel to the City at no cost to the City. The City and Century Midtown acknowledge that the City's intended use of the Off-Site Parcel as a passive recreational area, including public view corridors (the "City's Intended Use"), may require the approval of a modification of that certain conservation easement in favor of the South Florida Water Management District (the "SFWMD"), as amended, which is recorded at Official Records Book 27780, Pages 4630-4750 of the Public Records of Miami-Dade County (the "Modification"). The City shall have one-hundred and eighty (180) days (unless such time is extended by mutual agreement of Century Midtown and the City) following final approval of the Amendment to secure the approval of the Modification by the SFWMD and, if applicable, the US Army Corps of Engineers and the County's Division of Environmental Resources Management (the "Environmental Agencies"). Century Midtown shall cooperate fully with the City, including by promptly signing any applications and documents required by the Environmental Agencies in connection with the approval of the Modification. Century Midtown shall cause the conveyance of the Off-Site Parcel to the City at no cost to the City in its "as is, where is" condition, subject to all existing exceptions and encumbrances and to be held as public park land, within ten (10) business days following the approval of the Modification. As additional consideration, Century Midtown agrees not to seek certificates of occupancy for more than 505 units until such time as the City has secured the approval of the Modification."

TO:

"Maximum Residential Density within the TND and the Section 8 Residential Lands. Notwithstanding the approval of the Zoning Application, the CDMP Application, or future applications, Flordade and 107 Avenue agree that the maximum number of dwelling units within the Section 8 Residential Lands shall not exceed a total density (as defined in the Land Use Element of the CDMP) of

four thousand one hundred seventy five (4,175) dwelling units. Further, the maximum gross residential density, as defined in the Land Use Element of the CDMP, on the TND Property shall not exceed three thousand six hundred thirty four (3,634) dwelling units. In addition, Flordade agrees that it shall set aside sufficient land within the Section 8 Residential Lands Property to permit the future development of a minimum of (i) three hundred and eighty four (384) detached single family homes on lots with an average size of 5,000 square feet of area, including a minimum of sixty (60) units within that portion of the Property known as the Grand Bay South Planned Units Development, and (ii) four hundred forty (440) platted, fee simple townhomes. Lastly, no more than fifty percent (50%) of the multi-family units within the Section 8 Residential Lands may be designed and offered as rental units.

Notwithstanding the foregoing, (i) an additional ~~one hundred and seventy (170)~~ two hundred and twenty-nine (229) dwelling units may be developed on the Century Midtown Property; and (ii) units on the Century Midtown Property may be designed and offered for either sale or rent.

In addition, to help mitigate the impact of the construction of the Additional Units on the City's park and recreation facilities, Century Midtown and has identified for future conveyance to the City that certain parcel of land, consisting of approximately fifty (50) acres, which is located generally on the north side of NW 74 Street and west of NW 107 Avenue and which is currently being maintained as a preservation area, as more particularly described in Exhibit "B" (the "Off-Site Parcel"). As a condition to the approval of this Amendment, Century Midtown shall cause the conveyance of the Off-Site Parcel to the City at no cost to the City. The City and Century Midtown acknowledge that the City's intended use of the Off-Site Parcel as a passive recreational area, including public view corridors (the "City's Intended Use"), may require the approval of a modification of that certain conservation easement in favor of the South Florida Water Management District (the "SFWMD"), as amended, which is recorded at Official Records Book 27780, Pages 4630-4750 of the Public Records of Miami-Dade County (the "Modification"). The City shall have one-hundred and eighty (180) days (unless such time is extended by mutual agreement of Century Midtown and the City) following final approval of the Amendment to secure the approval of the Modification by the SFWMD and, if applicable, the US Army Corps of Engineers and the County's Division of Environmental Resources Management (the "Environmental Agencies"). Century Midtown shall cooperate fully with the City, including by promptly signing any applications and documents required by the Environmental Agencies in connection with the approval of the Modification. Century Midtown shall cause the conveyance of the Off-Site Parcel to the City at no cost to the City in its "as is, where is" condition, subject to all existing exceptions and encumbrances and to be held as public park land, within ten (10) business days following the approval of the Modification. As additional consideration, Century Midtown agrees not to seek certificates of occupancy for more than 505 units until such time as the City has secured the approval of the Modification."

NOW, THEREFORE, for and in consideration of the premises hereof and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties to hereby agree as follows:

1. The above recitals are true and correct and are incorporated herein by this reference. All capitalized terms used in this Sixth Agreement without separate definition shall have the same meanings assigned to them in the Agreement.

2. Section 6 of the Agreement is hereby amended effective as of the date hereof and shall hereinafter read as follows:

"Maximum Residential Density within the TND and the Section 8 Residential Lands. Notwithstanding the approval of the Zoning Application, the CDMP Application, or future applications, Flordade and 107 Avenue agree that the maximum number of dwelling units within the Section 8 Residential Lands shall not exceed a total density (as defined in the Land Use Element of the CDMP) of four thousand one hundred seventy five (4,175) dwelling units. Further, the maximum gross residential density, as defined in the Land Use Element of the CDMP, on the TND Property shall not exceed three thousand six hundred thirty four (3,634) dwelling units. In addition, Flordade agrees that it shall set aside sufficient land within the Section 8 Residential Lands Property to permit the future development of a minimum of (i) three hundred and eighty four (384) detached single family homes on lots with an average size of 5,000 square feet of area, including a minimum of sixty (60) units within that portion of the Property known as the Grand Bay South Planned Units Development, and (ii) four hundred forty (440) platted, fee simple townhomes. Lastly, no more than fifty percent (50%) of the multi-family units within the Section 8 Residential Lands may be designed and offered as rental units.

Notwithstanding the foregoing, (i) an additional ~~one hundred and seventy (170)~~ two hundred and twenty-nine (229) dwelling units may be developed on the Century Midtown Property; and (ii) units on the Century Midtown Property may be designed and offered for either sale or rent.

In addition, to help mitigate the impact of the construction of the Additional Units on the City's park and recreation facilities, Century Midtown and has identified for future conveyance to the City that certain parcel of land, consisting of approximately fifty (50) acres, which is located generally on the north side of NW 74 Street and west of NW 107 Avenue and which is currently being maintained as a preservation area, as more particularly described in Exhibit "B" (the "Off-Site Parcel"). As a condition to the approval of this Amendment, Century Midtown shall cause the conveyance of the Off-Site Parcel to the City at no cost to the City. The City and Century Midtown acknowledge that the City's intended use of the Off-Site Parcel as a passive recreational area, including public view corridors (the "City's Intended Use"), may require the approval of a modification of that certain

conservation easement in favor of the South Florida Water Management District (the "SFWMD"), as amended, which is recorded at Official Records Book 27780, Pages 4630-4750 of the Public Records of Miami-Dade County (the "Modification"). The City shall have one-hundred and eighty (180) days (unless such time is extended by mutual agreement of Century Midtown and the City) following final approval of the Amendment to secure the approval of the Modification by the SFWMD and, if applicable, the US Army Corps of Engineers and the County's Division of Environmental Resources Management (the "Environmental Agencies"). Century Midtown shall cooperate fully with the City, including by promptly signing any applications and documents required by the Environmental Agencies in connection with the approval of the Modification. Century Midtown shall cause the conveyance of the Off-Site Parcel to the City at no cost to the City in its "as is, where is" condition, subject to all existing exceptions and encumbrances and to be held as public park land, within ten (10) business days following the approval of the Modification. As additional consideration, Century Midtown agrees not to seek certificates of occupancy for more than 505 units until such time as the City has secured the approval of the Modification."

3. Except as specifically modified in this Sixth Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect. In the event any inconsistency between the terms of this Sixth Amendment and the terms of the Agreement, then the terms of this Sixth Amendment shall control. This Sixth Amendment shall be construed and enforced in accordance with the laws of the State of Florida and shall be binding upon the heirs, successors and assigns of the parties hereto.

4. This Sixth Amendment may be executed in any number of counterparts, each of which will be deemed to be an original, and all of such counterparts will constitute one-third Amendment. The signature of any party or counterpart may be appended to any other counterpart.

5. This Sixth Amendment shall be recorded in the Public Records of Miami-Dade County, Florida, at the expense of Century Midtown, CTC-1, and CTC-2.

[*SIGNATURE PAGES FOLLOW*]

WITNESS WHEREOF, we have executed this Sixth Amendment as of this 23 day of January, 2024

WITNESSES:

CITY OF DORAL, FLORIDA,
a municipal corporation

[Signature]
Signature
Jennifer Garcia
Printed Name

By: [Signature]
Name: Barbara Hernandez
Title: City Manager

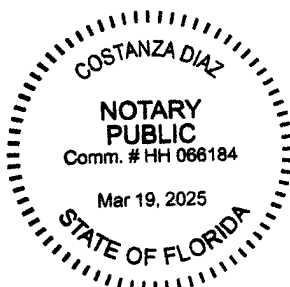
[Signature]
Signature
Jennifer Chirino
Printed Name

[Signature]
Approved as to legal sufficiency:
Valerie Vicente, Esq. - City Attorney

STATE OF Florida)
COUNTY OF Miami-Dade) SS:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23 day of January, 2024 by Barbie Hernandez as City Manager of the City of Doral, Florida, a municipal corporation, on behalf of the City, who is personally known to me or ☒ has produced _____ as identification.

[NOTARIAL SEAL]



[Signature]
Print Name: Costanza Diaz
Notary Public, State of Florida
Commission #: HH066184
My Commission Expires: 3/19/25

WITNESS WHEREOF, we have executed this Sixth Amendment as of this 21 day of December, 2023

WITNESSES:

CENTURY MIDTOWN PROPERTIES, LLC,
a Florida limited liability company

[Signature]
Signature
Edwina Loygre
Printed Name

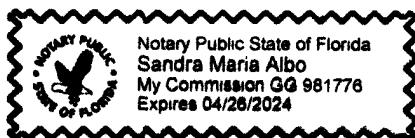
By: [Signature]
Name: Sergio Pineda
Title: _____

[Signature]
Signature
Edwina Loygre
Printed Name

STATE OF Florida)
COUNTY OF Miami Dade) SS:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21 day of December, 2023 by Sergio Pineda, as Manager of **CENTURY MIDTOWN PROPERTIES, LLC**, a Florida limited liability company, who is personally known to me or _____ has produced _____ as identification.

[NOTARIAL SEAL]



[Signature]
Print Name: Sandra Maria Albo
Notary Public, State of Florida
Commission #: 981776
My Commission Expires: 04/26/2024

WITNESS WHEREOF, we have executed this Sixth Amendment as of this 21 day of December, 2023.

WITNESSES:

CENTURY TOWN CENTER 1, LLC
a Delaware limited liability company

[Signature]
Signature
Florida Lopez
Printed Name

By: [Signature]
Name: Sergio Rino
Title: _____

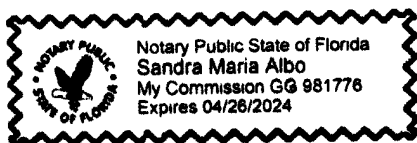
Signature

Printed Name

STATE OF Florida)
COUNTY OF Miami Dade) SS:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21 day of December, 2023 by Sergio Rino, as Manager of **CENTURY TOWN CENTER 1, LLC**, a Delaware limited liability company, who is personally known to me or _____ has produced _____ as identification.

[NOTARIAL SEAL]



[Signature]
Print Name: Sandra Maria Albo
Notary Public, State of Florida
Commission #: GG 981776
My Commission Expires: 04/26/2024

WITNESS WHEREOF, we have executed this Sixth Amendment as of this 21 day of December, 2023.

WITNESSES:

CENTURY TOWN CENTER 2, LLC,
a Delaware limited liability company

[Signature]
Signature
Florencia Lagare
Printed Name

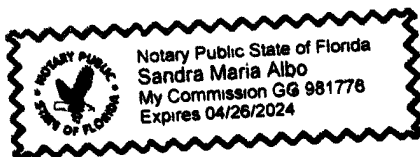
By: [Signature]
Name: Sergio Pino
Title: _____

[Signature]
Signature
Eduardo Tirado
Printed Name

STATE OF Florida)
COUNTY OF Miami-Dade) SS:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21 day of December, 2023, by Sergio Pino, as Manager of **CENTURY TOWN CENTER 2, LLC**, a Delaware limited liability company, who is personally known to me or _____ has produced _____ as identification.

[NOTARIAL SEAL]



[Signature]
Print Name: Sandra Maria Albo
Notary Public, State of Florida
Commission #: GG 981776
My Commission Expires: 04/26/2024

EXHIBIT "A-1"

CENTURY MIDTOWN PARCEL LEGAL DESCRIPTION

CENTURY TOWNE PLACE- CLUBHOUSE PARCEL

LEGAL DESCRIPTION:

A portion of Section 8, Township 53 South, Range 40 East, City of Doral, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 8; thence S01°43'29"E, along the West Line of the Northwest 1/4 of said Section 8, for a distance of 240.07 feet; thence N89°39'28"E for a distance of 40.01 feet; thence continue N89°39'28"E for a distance of 310.09 feet; thence S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 379.33 feet to a point hereinafter referred to as Reference Point "A"; thence from the aforementioned Reference Point "A"; continue S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 60.00 feet; thence continue S01°43'29"E, along the last described line for a distance of 508.24 feet to a point hereinafter referred to as Reference Point "B"; thence from the aforementioned Reference Point "B"; continue S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 50.00 feet; thence continue S01°43'29"E, along the last described line for a distance of 1363.29 feet to a point hereinafter referred to as Reference Point "C"; thence S01°43'29"E, along the West Line of a 170 feet wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 60.00 feet; thence continue S01°43'29"E, along the last described line for a distance of 606.88 feet to a point, said point being the Northeast Corner of Lot 10, Block 1 of "MIDTOWN AT DORAL", as recorded in Plat Book 171, at Page 78 of the Public Records of Miami-Dade County, Florida; thence continue S88°16'31"W, along the North Line of said Lot 10, for a distance of 132.17 feet the POINT OF BEGINNING of the hereinafter described Parcel of Land; the next following described three (3) courses and distances being along the North Line of said Lot 10; 1) thence S88°16'31"W for a distance of 40.83 feet; 2) thence N01°43'29"W for a distance of 10.00 feet; 3) thence S88°16'31"W for a distance of 137.00 feet; thence continue N01°43'29"W, along a line 40.00 feet East of and parallel with the West Line of the Northwest 1/4 of said Section 8, for a distance of 106.93 feet; thence continue N88°16'31"E for a distance of 141.33 feet; thence continue N01°43'29"W for a distance of 4.24 feet; thence continue N88°16'31"E for a distance of 32.50 feet; thence continue S01°43'29"E for a distance of 1.17 feet; thence continue N88°16'31"E for a distance of 4.00 feet; thence continue S01°43'29"E for a distance of 120.00 feet to the POINT OF BEGINNING.

in Plat Book 171, at Page 91 of the Public Records of Miami-Dade County, Florida, for a distance of 285.00 feet to the POINT OF BEGINNING.

EXHIBIT "A-2"

CTC-1 PARCEL LEGAL DESCRIPTION

PHASE 5 & 6 CTC-1

A portion of Section 8, Township 53 South, Range 40 East, City of Doral, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 8; thence S01°43'29"E, along the West Line of the Northwest 1/4 of said Section 8, for a distance of 240.07 feet; thence N89°39'28"E for a distance of 40.01 feet; thence continue N89°39'28"E for a distance of 310.09 feet; thence S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 379.33 feet to a point hereinafter referred to as Reference Point "A"; thence from the aforementioned Reference Point "A"; continue S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 60.00 feet; thence continue S01°43'29"E, along the last described line for a distance of 508.24 feet to a point hereinafter referred to as Reference Point "B"; thence from the aforementioned Reference Point "B"; continue S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 50.00 feet; thence continue S01°43'29"E, along the last described line for a distance of 1363.29 feet to a point hereinafter referred to as Reference Point "C"; thence S01°43'29"E, along the West Line of a 170 feet wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 60.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue S01°43'29"E, along the last described line for a distance of 606.88 feet to a point, said point being the Northeast Corner of Lot 10, Block 1 of "MIDTOWN AT DORAL", as recorded in Plat Book 171, at Page 78 of the Public Records of Miami-Dade County, Florida; thence S88°16'31"W, along the Northerly Line of said Lot 10 for a distance of 132.17 feet; the following six (6) courses and distance being along the Easterly and Northerly Boundary Line of the Clubhouse Parcel as recorded in Special Warranty Deed in Official Records Book 32836, Page 1254, of the Public Records of Miami-Dade County, Florida; 1) thence N01°43'29"W for a distance of 120.00 feet; 2) thence S88°16'31"W for a distance of 4.00 feet; 3) thence N01°43'29"W for a distance of 1.17 feet; 4) thence S88°16'31"W for a distance of 32.50 feet; 5) thence S01°43'29"E for a distance of 4.24 feet; 6) thence S88°16'31"W for a distance of 141.33 feet to its intersection with a line 40.00 feet East of and parallel with the West Line of the Northwest 1/4 of said Section 8, said line also being the Easterly Right-of-way Line of N.W. 107th Avenue as recorded in Official Records Book 24939, at Page 4001 of the Public Records of Miami-Dade County, Florida; thence N01°43'29"W, along the last described line for a distance of 464.95 feet to a point of curvature of a circular curve to the right, concave to the southeast; thence Northerly, Northeasterly and Easterly along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 90°00'00" for an arc distance of 39.27 to a point of tangency; thence N88°16'31"E, along the South Line of N.W. 82nd Street Right-of-way line, as shown on Plat of "Grand Bay South Roads", as recorded

EXHIBIT "A-3"

CTC-2 PARCEL LEGAL DESCRIPTION

PHASE 7 & 8

The South 644.84 feet of the following described three (3) Parcels of Land.

Parcel 1:

A portion of Section 8, Township 53 South, Range 40 East, City of Doral, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 8; thence S01°43'29"E, along the West Line of the Northwest 1/4 of said Section 8, for a distance of 240.07 feet; thence N89°39'28"E for a distance of 40.01 feet; thence continue N89°39'28"E for a distance of 310.09 feet; thence S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 379.33 feet to a point hereinafter referred to as Reference Point "A", said point also known as the S.W. Corner of Tract "A1", "GRAND BAY NORTH", according to the plat thereof, as recorded in Plat Book 170, Page 64, of the Public Records of Miami-Dade County, Florida; thence S01°43'29"E, along the West line of a 170 feet wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 60.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue S01°43'29"E, along the last described line for a distance of 508.24 feet to a point hereinafter refer to as Reference Point "B"; thence S88°16'31"W for a distance of 104.00 feet; thence N01°43'29"W for a distance of 100.00 feet; thence S88°16'31"W for a distance of 206.00 feet; thence N01°43'29"W, along a line 40.00 feet East of and parallel with the West Line of the Northwest 1/4 of said Section 8, for a distance of 408.24 feet; thence N88°16'31"E for a distance 310.00 feet to the POINT OF BEGINNING. Less that portion of Right-Of-Way dedicated per the plat of Grand Bay North, according to the plat thereof as recorded in Plat Book 170 at Page 64 of the Public Records of Miami-Dade County, Florida.

TOGETHER WITH:

Parcel 2:

COMMENCE at the aforementioned Reference Point "B"; thence S01°43'29"E, along the West Line of a 170 feet wide Florida Power and Light Easement, as recorded in Official

Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 50.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue S01°43'29"E, along the last described line for a distance of 1363.29 feet to a point hereinafter refer to as Reference Point "C"; thence S88°16'31"W for a distance of 310.00 feet; thence N01°43'29"W, along a line 40.00 feet East of and parallel with the West Line of the Southwest 1/4 of said Section 8, for a distance of 1258.97 feet; thence N88°16'31"E for a distance of 206.00 feet; thence N01°43'29"W for a distance of 104.32 feet; thence N88°16'31"E for a distance of 104.00 feet to the POINT OF BEGINNING. LESS the external area formed by a 25 foot radius curve, concave to the Northeast and tangent to the South and West of the herein described Parcel.

TOGETHER WITH:

Parcel 3:

A portion of the West ½ of Section 8, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 8; thence S01°43'29"E, along the West Line of the Northwest 1/4 of said Section 8, for a distance of 1096.08 feet; thence N88°16'31"E for a distance of 40.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue N88°16'31"E for a distance of 206.00 feet; thence S01°43'29"E for a distance of 100.00 feet; thence N88°16'31"E for a distance of 104.00 feet; thence S01°43'29"E, along the West Line of a 170.00 foot F.P.L Easement as recorded in Official Records Book 6142, Page 326, for a distance of 50.00 feet; thence S88°16'31"W for a distance of 104.00 feet; thence S01°43'29"E for a distance of 104.32 feet; thence S88°16'31"W for a distance of 206.00 feet to a point on a line 40.00 feet East of and parallel with the West Line of said Section 8; thence N01°43'29"W, along the last described line for a distance of 254.32 feet to the POINT OF BEGINNING.