



200 S. Biscayne Boulevard
Suite 300, Miami, FL 33131

www.brzoninglaw.com

305.377.6229 office

305.377.6222 fax

gpenn@brzoninglaw.com

REVISED

3:33 pm, Mar 05, 2024

VIA ELECTRONIC SUBMISSION

March 5, 2024

Mr. Julian Perez, AICP, CFM
Community Services Administrator
City of Doral
8401 NW 53rd Terrace,
Doral, FL

Re: **Second Updated** Letter of Intent – MG Doral Partners, LLC Request for Amendments to the Midtown Doral PUD for Phases IV, V, and VI, Related Master Development and Settlement Agreements, Site Plan, and Tentative Plat.

Dear Mr. Perez:

This law firm represents MG Doral Partners, LLC (the "Applicant"), the contract purchaser of three (3) vacant parcels located generally along the east side of NW 107 Avenue between NW 86 and 90 Streets, as more particularly described in Exhibit "A" (the "Delcop Properties") in the City of Doral (the "City"). The Properties correspond to Phases IV, V, and VI of the Midtown Doral Planned Unit Development (the "PUD").

Please accept this as Applicant's updated letter of intent in connection with an application (the "Application") to modify the PUD's development program as applied to Phases IV, V, and VI, amend the corresponding settlement agreement and master development agreement, and approve with site plan and replat for the Properties.

Background. The PUD is a ±30-acre, mixed-use project located between NW 75 Lane and 90 Street, generally consisting of residential, retail, and office uses. The PUD was originally part of a 465-acre, parent tract of land, known as the "Section 8 Land," that was the subject of litigation in 2004, following a certain zoning action by Miami-Dade County, which the City appealed just after the

City's incorporation ("the Litigation"). In settlement of the Litigation, the Settlement Agreement provided for development intensities and densities for the Section 8 Land, as well as various obligations and commitments. Of the foregoing development program, the PUD was allocated 1,548 dwelling units, 300,000 square feet of gross leasable area of commercial use, 75,000 square feet of net leasable office use, and 47,000 square feet of clubhouse use (the "Project") to be constructed in three phases. The Project was subject to Master Development Agreement recorded in Official Records Book 29422, Page 4516, of the Public Records of Miami-Dade County, FL (the "MDA"). The Project was further subject to the Midtown Doral Planned Unit Development Pattern Book ("Pattern Book"). Both the original Master Development Agreement and Pattern Book, as currently amended, are attached hereto as Exhibit "B".

Prior Modifications to Project. Since the original approval, the Project has been modified on three (3) separate occasions.

First Amendment. In 2019, the City approved a change to the phasing of the Project from three phases to the six current phases (the "First Amendment") and amended the associated pattern book for each phase (the "2019 Amended Pattern Book").

Second Amendment. In 2021, the City approved a substantial change to Phase II of the Project (the "Second Amendment"), increasing the allocated development rights for that phase from 505 dwelling units to 675 dwelling units and from 89,750 square feet of gross leasable commercial retail use to 93,000 square feet of gross leasable commercial use. The Phase II owner agreed to dedicate land to the City to be used as nature preserve. The First and Second Amendments, along with 2019 Amended Pattern Book are attached hereto as Exhibit "C".

Third Amendment. In 2023, Phase II of the PUD was further modified by the addition of residential units and the elimination of certain amount of retail, pursuant to the "Third Amendment," which attached hereto as Exhibit "D".

Impact of Prior Amendments on Phases IV, V, and VI. The development rights of Phases IV, V, and VI were not modified in 2021 or 2023. The Second Amendment did modify language in the MDA that required Phases III through VI to provide parking pursuant to current City Code standards.

Existing Approved Development. Phases IV, V, and VI were created by the First Amendment and were provided the following development program as per the Amended Pattern Book:

- 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

Proposed Development. Through the instant application, the Applicant is seeking to modify the development program for Phases IV, V, and VI as laid out below. The proposed modifications represent a considerable reduction in the overall intensity of development.

- Phase IV: Maximum of 146 dwelling units (removing all commercial uses).
- Phase V: Maximum of 203 dwelling units and 11,370 square feet of gross leasable area of commercial use (a reduction of 11,067.5 square feet of commercial uses).
- Phase VI: Maximum of 203 dwelling units and 11,370 square feet of gross leasable area of commercial use (a reduction of 40,630 square feet of gross leasable area of commercial use and removal of 75,000 square feet of net leasable area of office use).

In sum, the three Phases would gain 299 residential units and would lose 75,000 square feet of net leasable area of office use and 74,125 square feet of gross leasable area of commercial use ("Proposed Project"). This change represents an effective "down-zoning" of the Delcop Properties, by eliminating all office uses and significantly reducing commercial uses. The modest impact of the expanded residential use would be completely off set by reduction of commercial uses and the removal of the office component.

Amendment to Settlement Agreement. In 2005, the then owners of the 465 acres of land known as "Section 8" and the City entered into the Settlement Agreement to, among other things, restrict the number and type of units and to allocate development rights among that assemblage. The Settlement Agreement has been modified multiple times in the intervening period. The Applicant has proposed the "Seventh Amendment" to the Agreement to reflect the changes to the development program noted above.

Paragraph 6 of the Settlement Agreement establishes the maximum development program for the Section 8 lands. The Applicant has requested that the following language be added to the Agreement, as applied to the Property:

Notwithstanding the foregoing, as applicable to those properties that comprise Phases IV, V, and VI of the Century Midtown Property, an additional total 299 residential dwelling units may be developed on said properties, in exchange for the elimination of 75,000 square feet of net leasable area of office use and the elimination of 75,023 square feet of gross leasable area of commercial use, it being recognized that the elimination of the foregoing program constitutes a net reduction of intensity of the development program to Phases IV, V, and VI of the Century Midtown Property. As additional consideration, Phases (IV, V, and/or VI) shall each include an allocation of residential units, representing ten percent (10%) of the total units of each phase, which shall be restricted by covenant for "hero" housing as provided herein.

Overall Density and Intensity of Development. The Property, along with the remainder of the PUD, is designated Community Mixed Use by the City's Comprehensive Plan. The CMU designation has a base density of up to 19 units per gross acre, with a bonus density of up to 25 units per gross acre for development that demonstrates creative excellence in design. Any analysis of the impact of the instant application must consider the development history of "Section 8," which has been controlled since 2005 by the Settlement Agreement.

Under the terms of the CMU land use designation, the "Section 8" land would be eligible for a total density of 8,835 units under the basic density of 19 units per gross acre. The Settlement Agreement, as amended, continues to limit the overall development at far below the potential density permitted under the Comprehensive Plan.

The table below provides a breakdown of the density approved and developed within the "Section 8" area under the terms of the Settlement Agreement – including all of the approved amendments to the PUD and the Applicant's current proposal:

Parcel	Units
Doral Breeze and Isles at Grand Bay Grand Bay North PUD	542
Grand Bay North PUD	352
Grand Bay South PUD	1,699
Midtown (with proposed amendment)	2,076
Total	4,669

As demonstrated by the table, the overall Section 8 development is well within the density permitted under the CMU designation.

Site Plan and Design. The Proposed Project features the prominent activation of the corner of NW 107 Avenue and NW 88th Street, with twin mixed-use buildings that wrap around the corner. See Exhibit "E", "Proposed Site Plan." The commercial elements of Phases V, and VI will include ground floor commercial space that is focused on the human scale and showcased by plazas, large sidewalk, and landscaped open. The Applicant has designed the commercial spaces to be a valuable amenity to the Proposed Project and to serve the wider community, including the local residents and school employees and visitors.

Phase IV is proposed for a residential building that also addresses NW 107 Avenue in the same manner as the buildings in Phases V and VI. Phases IV and V will share a single parking structure and Phase VI will have an independent garage. Both proposed garage structures will be tucked behind the other buildings and the garages will provide the Code-required parking for the Proposed Project.

The Proposed Project will feature beautiful modern design, finishes and features. features considerable amenities including, but not limited to, dog park, tot lot, swimming pool, amenities deck, and open terraces and plazas. The open terrace/plaza areas located in Phases V and VI constitute the required civic space of a size that is equal to 25% of the project frontage. The Proposed Project also has considerable landscape buffers throughout and underground utilities. Finally, all buildings shall be built to LEED Gold certification status or equivalent certification, otherwise meeting the "Green" requirements set in Chapter 63 of the City Code.

"Hero" Housing. In order to encourage local Miami Dade County Public School ("MDCPS") employees, City employees, and first responders to remain in the City, the Applicant has agreed to set aside ten (10) percent of the residential units within the development for workforce housing prioritizing these essential workers. In the event that qualifying MDCPS employees, City employees, and first responders are not interested in the units, the Applicant will retain the units as workforce units open to the general public. The maximum monthly rental cost shall be restricted to an amount affordable to a workforce household with a total annual income not to exceed 140 percent of AMI. The terms of the hero housing requirements are provided in the submitted Seventh Amendment to the Settlement Agreement, which provides as follows:

1. The hero housing provided in the development will be provided as follows:
 - a. Phase IV – twenty-six (26) units.
 - b. Phase V – fifteen (15) units.
 - c. Phase VI – fifteen (15) units.

The hero housing units will be developed simultaneously to the market rate units in the relevant Phase.

2. The location of the hero housing units is depicted on the submitted plans. All hero housing is incorporated with market-rate units and includes both one (1) and two (2) bedroom units identical in size to similar market-rate units in the relevant building.
3. The interior and exterior buildings materials, finishes, and appearance of hero housing units shall match the market-rate units.
4. The rental rate for hero housing units will be controlled within the specified affordability range for twenty (20) years.
5. One-third of the hero housing units must be affordable to households making an annual income equal to 65 percent to 90 percent of AMI, one-third of the hero housing units must be affordable to households making 91 percent to 115 percent of AMI; and one-third of the hero housing units must be affordable to households making 116 percent to 140 percent of AMI.
6. The Applicant will provide notifications of the availability of hero housing to the City Manager, Miami-Dade County Public Schools, and Miami-Dade County Fire Rescue prior to offering any hero housing unit for rent or upon the vacation of an eligible unit. Each hero housing unit will be kept available for qualifying teachers, City employees, and first responders for a minimum of forty-five (45) days following the notification of availability. In the event that no qualifying teacher, City employee, or first responder has expressed interest in a unit within the forty-five (45) day period, that unit will be offered to the general public as a workforce housing unit. Each unit shall be available on a first-come, first-served basis and, except for the maximum rental rate, all hero housing rental agreements will be subject to the same requirements as market rate units.
7. The Applicant will submit to the City on or before July 1st of each year a notification verifying that all designated hero housing units are being rented at rates affordable to area households with annual incomes not exceeding 140 percent of AMI. The notification shall be submitted in the form of an audit report prepared by a certified public accountant.

Revisions Since Second Review. The Applicant's team has made adjustments to the plan set in response to staff comments, including: (1) providing details on the hero housing units and location of the hero housing within each building and modified the draft Settlement Agreement accordingly; (2) improved screening/buffering of development to the east of the Property from the proposed garages; (3) additional information has been provided as to the Low Impact Development measures contemplated for the Project (bioretention swales and French drains; (4) additional traffic analysis has been conducted and submitted.

Requested Actions. In order to accomplish the foregoing, the Applicant is seeking approval of the following changes:

1. An amendment to the PUD Pattern Book, as applied to Phases IV, V, and VI;
2. The Fourth Amendment to the MDA, as applied to Phases IV, V, and VI;
3. The Seventh Amendment to the Settlement Agreement, as applied to Phases IV, V, and VI;
4. Site Plan for Phases IV, V, and VI; and
5. Tentative Plat for Phases IV, V, and VI.

The limited changes to the Pattern Book, MDA, and Settlement Agreement are required to align the program of the Proposed Project with the entitling instruments. Evaluated against these revised documents, pursuant to Section 68-740 of the City Code, the Proposed Project site plan will comply with PUD requirements, including the City's current parking standards and the requirements of Chapter 53 of the City Code. The Applicant seeks tentative plat approval in accordance with Chapter 83 of the City Code. In connection with the proposed tentative plat, the Applicant will be making required dedications to the City, if any.

Conclusion. Phases IV, V, and VI of the PUD are designed to be an aesthetically pleasing, world class projects with considerable emphasis on walkability, retail amenities, and public spaces. The reduced intensity of the Proposed Project is sure to be welcome in this part of the City. The completion of the Project will bring continued controlled growth to the City, while contributing to the City's economic and residential tax base.

Ultimately, the proposed project is a fulfillment of the original vision for the PUD, a high-end place where you can live, play, and, increasingly, work. We look forward to

working with the City through the review process and to a favorable disposition. Should you have any questions or concerns regarding this letter, please do not hesitate to contact me at (305) 377-6229.

Sincerely,

Graham Penn

CC: Melissa Tapanes Llahues



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

PUBLIC HEARING APPLICATION **PLANNING AND ZONING DEPARTMENT**
/ Administrative Review Application

Please check one:

- ☒ CITY COUNCIL
☐ ADMINISTRATIVE REVIEW

OFFICIAL USE ONLY

Application No.: PZAD-2307-0272

Date Received: RECEIVED
By Stephanie Puglia at 12:16 pm, Jul 24, 2023

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:

- | | |
|--|---|
| ☐ Change in Zoning District | ☐ Plat |
| ☐ Variance | ☐ Entry Feature |
| ☐ Appeal of Decision | ☒ Site Plan Phase IV, V, VI Midtown PUD |
| ☐ Conditional Use | ☐ Other _____ |

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) MTD Unit 3 503, LLC/DelCop Group LLC		
Mailing Address 200 S Biscayne Boulevard, Suite 300	City, State, Zip Miami, FL 33131	Telephone 305-374-5300 Fax Email: mtapanes@brzoninglaw.com gpenn@brzoninglaw.com
Name of Owner MTD Unit 3 503, LLC/DelCop Group, LLC		
Mailing Address 7791 NW 46 Street, Unit 407	City, State, Zip Doral, FL 33166	Telephone Fax Email: ernesto.deluca@delcopusa.com

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) 35-3008-000-0041, 35-3008-000-0048, and 35-3008-000-0051

Address N/A

Lot(s) _____ Block _____ See Legal Descriptions
Section _____ Plat Book No. _____ Page No. _____

FINISHED FLOOR ELEVATION (If applicable): See Plans FLOOD ZONE: See Plans

- B. ADDRESS (If number has been assigned) N/A

C. SIZE OF PROPERTY _____ ft. X _____ ft. = _____ sq. ft.; ±7.2 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.

See "Exhibit A" in Letter of Intent. Properties are Phases IV, V, VI Midtown Doral PUD.

- E. DATE SUBJECT PROPERTY WAS ACQUIRED 11/26/2019 and 12/21/2020

APPLICANT'S REQUEST:

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

An amendment to the PUD Pattern Book, as applied to Phases IV, V, and VI;

The Fourth Amendment to the MDA, as applied to Phases IV, V, and VI;

The Seventh Amendments to the Settlement Agreement, as applied to Phases IV, V, and VI; Site Plan Approval for Phases IV, V, and VI; and Tentative Plat for Phases IV, V, and VI. See attached letter for details.

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.)

See Letter of Intent.

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

Are there any existing structures on the property? ☐ Yes ☒ No

If so, what type? (CBS, Frame, Frame-Stucco, Wood, Other) _____

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 6 COPIES (AND A PDF) OF THE APPLICATION AND SUPPORTING DOCUMENTATION (FRONT AND BACK), APPROPRIATE PLAN DRAWINGS AND SURVEYS ARE SUBMITTED.

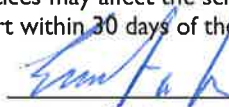
In support of this request, I submit the following additional items, which are attached hereto and made a part of this application:

- ☐ 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.

7/11/23  Ernesto De Luca
Date Applicant's Signature Print Name

Date Applicant's Signature (if more than one) Print Name

PUBLIC HEARING APPLICATION

OWNER AFFIDAVIT

I/We Ernesto De Luca, MTD Unit 3 503, LLC as Owner (s) of Lot (s) _____Block See Legal Description Section _____ PB/PG _____of property which is located at Folio No. 35-3008-000-0041desire to file an application for a public hearing before the ☒ City Council ☐ Administrative Review, and I/We do understand and agree as follows:

1. That the application for a variance 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 section ____.
3. That the requirements of the zoning code, Miami-Dade County Ordinances, the South Florida Building Code, 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 zoning code are those that have been specified in the written 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.

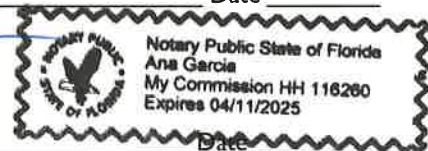
I/We as the owners of the subject property (check one):

- ☐ do hereby authorize _____ 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 Ernesto De Luca Signature *Ernesto De Luca* Date 7/11/23

Owner's Name _____ Signature _____ Date _____

Notary to Owner:

Ana Garcia
7/11/23

Applicant's Name _____ Signature _____ Date _____

Notary to Applicant:

PUBLIC HEARING APPLICATION

OWNER AFFIDAVIT

I/We Ernesto De Luca, DelCop Group, LLC as Owner (s) of Lot (s) _____Block See Legal Description Section _____ PB/PG _____

of property which is located at Folio No. 35-3008-000-0048 and 35-3008-000-0051
 desire to file an application for a public hearing before the ☒ City Council ☐ Administrative Review, and I/We do
 understand and agree as follows:

1. That the application for a variance 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 section ____.
3. That the requirements of the zoning code, Miami-Dade County Ordinances, the South Florida Building Code, 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 zoning code are those that have been specified in the written 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):

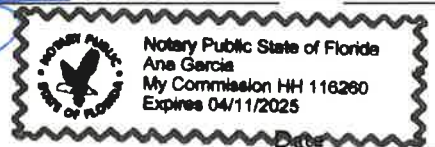
- ☐ do hereby authorize _____ to act on my/our behalf as the applicant.
☒ will on my/our own behalf act as applicant(s), and make application in connection with this request for a ☒ public hearing ☐ administrative review before the City Council or City Staff.

Owner's Name Ernesto De Luca Signature [Signature] Date 7/11/23

Owner's Name _____ Signature _____ Date _____

Notary to Owner:

[Signature]
7/11/23



Applicant's Name _____ Signature _____ Date _____

Notary to Applicant:

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: _____

<u>NAME AND ADDRESS</u>	<u>Percentage of Stock</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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: _____

<u>NAME AND ADDRESS</u>	<u>Percentage of Interest</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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: MTD Unit 3 503, LLC/DelCop Group, LLC

<u>NAME AND ADDRESS</u>	<u>Percent of Ownership</u>
<u>See "Exhibit B"</u>	_____
_____	_____
_____	_____
_____	_____
_____	_____

If there is a **CONTRACT FOR PURCHASE** by a Corporation, Trust or Partnership, list purchasers below, including principal officers, stockholders, beneficiaries or partners. [Note: Where principal officers, stockholders, beneficiaries or partners consist of other corporations, trusts, partnerships or similar entities, further disclosure shall be made to identify natural persons having ultimate ownership interests].

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 11th day of JULY, 2023. Affiant is personally known to me or has produced DL as Identification.

(Notary Public)

My commission expires 4/11/25



*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.

EXHIBIT B

SUPPLEMENTARY DISCLOSURE OF INTEREST

Interests in MTD Unit 3-503, LLC

	Percentage of Interest
Delcop Group, LLC 7791 NW 46 Street, Suite 407 Doral, FL 33166	100%

Interests in Delcop Group, LLC

	Percentage of Interest
Ernesto de Luca 7791 NW 46 Street, Suite 407 Doral, FL 33166	99%
Irene Martin 7791 NW 46 Street, Suite 407 Doral, FL 33166	1%

EXHIBIT A

LEGAL DESCRIPTION:

PHASE 11 & 12

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.

TOGETHER WITH:

PHASE 13

Parcel 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 $S01^{\circ}43'29''E$, along the West Line of the Northwest 1/4 of said Section 8, for a distance of 240.07 feet; thence $N89^{\circ}39'28''E$ for a distance of 40.01 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue $N89^{\circ}39'28''E$ for a distance of 310.09 feet; thence $S01^{\circ}43'29''E$, 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 $S88^{\circ}16'31''W$ for a distance of 310.00 feet; thence $N01^{\circ}43'29''W$, 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.