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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:
 - 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.”

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:
 - Phase I:* Maximum of 537 dwelling units and 68,500 square feet of gross leasable area of commercial use.
 - Phase II:* Maximum of ~~505~~ 675 dwelling units, ~~89,750~~ 93,000 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, 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 March, 2022.

WITNESSES:

DEVELOPER:

[Signature]
 Signature
Jose Maria Albo
 Printed Name

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

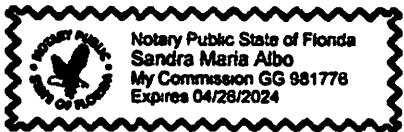
[Signature]
 By: _____
 Name: Sergio Pardo
 Title: _____

[Signature]
 Signature
Sandra Maria Albo
 Printed Name

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

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]



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

DEVELOPER:

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

[Signature]
Signature
José Luis Rivera
Printed Name

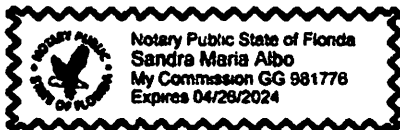
By: [Signature]
Name: Sergio Pino
Title: _____

[Signature]
Signature
[Signature]
Printed Name

STATE OF _____)
) SS:
COUNTY OF _____)

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

[NOTARIAL SEAL]



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

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 $90^{\circ}00'00''$ for an arc distance of 39.27 to a point of tangency; thence $N88^{\circ}16'31''E$, 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.