

This Instrument was Prepared by:

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Miami, Florida 33131

**MASTER DEVELOPMENT AGREEMENT
MG3 Doral Office**

THIS MASTER DEVELOPMENT AGREEMENT (hereinafter, this "Agreement") is made and entered into this _____ day of _____ 2025, by and between MG3 Doral Office, LLC, a 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 "Downtown Mixed Use" on the City's Comprehensive Plan (as herein defined) and zoned Downtown Mixed Use pursuant to the Land Development Regulations (as herein defined);

WHEREAS, the Developer and the City mutually desire that the Property be further developed as a retrofit of an existing single-use structure comprised of offices only, by activating the ground floor through the addition of restaurants totaling 19,565 SF (the "Project"), that is pedestrian-friendly by adding landscaping, pedestrian walkways, trellises, connectivity to the abutting *DMU*, public art, and making the lake accessible to the public as civic space as depicted in Exhibit "B" attached hereto (the Site Plan); and

WHEREAS, the Developer and the City desire to establish certain terms and conditions relating to the proposed additional 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 3 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 this Agreement are hereby deemed a part hereof.
2. **Definitions.**
 - a. "Developer" means the person(s) undertaking the development of the Project, 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. The Developer may further assign any obligations hereunder to individual builders, contractors, or engineers of any individual phase(s). Such further assignment shall not relieve the Developer of those obligations.

- b. "Comprehensive Plan" means the City's Comprehensive Development Master Plan meeting the requirements of Chapter 163, F.S.
- c. "Development" means the carrying out of any building activity, the making of any material change in the use or appearance of any structure and/or land, the dividing of land into three or more parcels or the application for any permits as defined below in furtherance of the Development.
- d. "Development Permit" includes but is not limited to any building permit (including a demolition or foundation permit), zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.
- e. "Effective Date" is the date of recording of this Agreement in the Public Records of Miami-Dade County, Florida.
- f. "Entire Term" is the total term of this Agreement, inclusive of the Initial Term and all Additional Terms, as defined herein.
- g. "Initial Term" is thirty (30) years commencing on the Effective Date.
- h. "Land" means the earth, water, and air, above, below, or on the surface and includes and improvements or structures customarily regarded as land.
- i. "Land Development Regulations" means ordinances, rules, and policies in effect on the Effective Date, which have been enacted and implemented by the City for the regulation of any aspect of development and includes any local government zoning, rezoning, subdivision, building construction, or sign regulation or any other regulations controlling the development of, or construction upon, the Land.
- j. "Project" means the development approved pursuant to the Project Approval.
- k. "Project Approval" is defined in Section 4 of this Agreement.
- l. "Property" is that certain +/- 5.05 acre parcel of real property owned by the Developer, as more particularly described in Exhibit "A," attached hereto.
- m. "Site Plan" is comprised of a scaled and dimensioned site plan prepared by Modis Architects titled Doral Concourse dated 09/21/24 (with landscaping), elevation, and typical floor plans, and revised partial Site Plan Sheet A-101 prepared by Modis Architects titled Doral Concourse dated 12/20/24 submitted for review and approval for consistency with the Project Approval as may be contemplated by Chapter 68, Article V,

Division 3 and other applicable provisions of the City of Doral Land Development Regulations. The Site Plan is attached hereto and made a part hereof as Exhibit "B."

- n. Intent. It is the intent of the Developer and the City that this Agreement should be construed and implemented to effectuate the purposes and intent of the parties and the purpose and intent of Chapter 68, Article V, Division 3 of the Land Development Regulations, and governed by the Florida Local Government Development Agreement Act, Section 163.3220 through 163.3243, F.S. (hereinafter, the "Act").

3. Effective Date and Duration and Progress Reports.

This Agreement shall become effective on the Effective Date. This Agreement shall be recorded in the public records of Miami-Dade County, Florida after approval by the City Council at two public hearings. This Agreement shall run with the land, remain in full force and effect, and be binding on all parties and all persons claiming under it for an Initial Term of thirty (30) years from the Effective Date, and may be extended by mutual consent of the governing body and the Developer pursuant to Section 163.3225, F.S., ("Additional Terms"). Consent to any extension of this Agreement is within the sole discretion of each party to this Agreement. The Agreement may only be released, amended or modified in whole, or in part, as provided below. The Developer and all successors or assigns in interest shall submit annual construction progress reports to the planning and zoning director until the improvements contemplated in the Site Plan are completed.

- a. Notwithstanding the provisions of City of Doral Code 63-562, if no construction has been initiated in the DMU development within 12 months from time of rezoning, the applicant must apply to the planning and zoning director for a time extension. If the director does not find adequate justification for a time extension, the city manager shall bring the matter before the city council for either a time extension of the DMU or termination of the DMU zoning. However, if the applicant does not apply for an extension of time within the 12-month period, the city manager shall bring the matter before the city council, which may, after public hearing, declare that the approved site plan and master development agreement (MDA) are of no force and effect.

4. 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 Site Plan, as the binding development criteria for the Property (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 accords with the Land Development Regulations. Upon execution of this Agreement, the City confirms and agrees that the Property may be further developed and used in the manner set forth in the Project Approval, the City's Comprehensive Plan, and the Land Development Regulations.
- b. Density, Building Heights, Setbacks and Intensities. The maximum density, heights, setbacks, and intensities for any development on the Property shall

be regulated by the Project Approval and, where the Project Approval is silent, the Land Development Regulations, and the applicable provisions and designations in the Comprehensive Plan in effect at the time of site plan approval. To the extent that the zoning regulations for Miami International Airport in Section 33-338 of the Miami-Dade County Code of Ordinances ("Airport Regulations") permit a taller height than those in the Site Plan, the Site Plan shall require re-approval by the City Council.

5. Project Approval.

- a. The Project Approval, which is documented by and includes the Site Plan and adopting ordinances, authorizes the development of a Project that currently contemplates a development program as specifically described in the Site Plan. This development program consists of retrofitting an existing six-story commercial office building totaling approximately 245,643 SF of Office Uses (collectively, the "Existing Uses and Buildings") to incorporate approximately 19,565 SF of new restaurant uses; it is expressly understood and agreed that the Project Approval is in addition to the Existing Uses and Buildings.
- b. Redevelopment of Existing Uses and Buildings. It is expressly understood that the Existing Uses and Buildings depicted in Exhibit "B" may remain in their current configuration until such time in the future that the Developer may seek to modify, demolish and redevelop, in whole or in part, any portion of the Existing Uses and Buildings (other than as currently contemplated in the Site Plan), such new redevelopment shall be approved pursuant to the current laws existing at the time of the proposed redevelopment without affecting any of the rights in this Agreement.
- c. Any Site Plan approved pursuant to the provisions of this Paragraph may be modified from time to time in accordance with Section 68-570 (2) and (3) of the City's Land Development Code, as may be amended from time to time. Minor changes and deviations 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 City of Doral Code, when such modifications are consistent with the requirements of the Land Development Code, and do not have a substantial impact on the overall impact and intent of the development order. Should the planning and zoning director determine that a requested change or deviation from the approved site plan does not comply with the provisions and intent of this Land Development Code or depart from the principles of the approved site plan and the criteria below are met as applicable. All other changes and deviations must be approved by the city council.
 - a) The change will not reduce the landscaped open space, natural area or parking area; and
 - b) The change will not increase the density of the site plan; and
 - c) The change will not modify approved uses; and
 - d) The change will not add commercial or industrial square footage; and
 - e) The change will not result in any structure, internal street, or parking area being moved by more than five feet in any direction; and
 - f) The change will not reduce any approved setback; and
 - g) The change will not result in an increase in the height of any structure; and

- h) The change does not result in any significant adverse impacts beyond the site.
- d. In the event that the Director does not approve the modification to the Site Plan, the Director shall render his or her decision by notifying the Developer (or their assigns as to such portion of the Property) in writing by certified mail, overnight express delivery, or hand delivery. The Developer may have the right to appeal the administrative decision directly to the City Council. When in the opinion of the administrative official, the proposed modifications represent a major and fundamental change in the overall impact and intent of the original development order, a new application for development plan approval may be required, including the appropriate fees as specified for such approval. Addition of new uses and/or modification to the development schedule of a development order approved pursuant to a major development approval may be presented to the city council for consideration for approval no earlier than one year after the issuance of the original development order. Subsequent additions of new uses and/or modifications of the development schedule may be approved by city council no earlier than one year of the last development order for the project. Notwithstanding this subsection, upon the written recommendation of the director of planning and zoning, this time limitation may be waived provided that city council, by a majority, votes to hear that item

6. Public Services and Facilities: Concurrency. It has been determined that as of the date of the Project Approvals, pursuant to Chapter 59 of the City Code the Project has been found to satisfy the concurrency requirements of the City as set forth in the City's Comprehensive Development Master Plan.
7. Transportation and Access Improvements. The following transportation-related improvements shall be performed by the Developer, subject to the approval of all governmental agencies with jurisdiction over same:
 - a. The applicant is required to install a traffic signal at the existing full median opening at 8400 NW 36 St to provide access. Signal warrant provided by applicant warrants a signal at this location.
 - b. Coordination with Miami-Dade County Signals and Signs Division should be conducted prior to the occupancy of the Project to identify the most appropriate cycle length and signal operating plan for the main intersection at NW 36th Street, in order to minimize traffic spillback onto nearby adjacent signalized intersections.
8. 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.
9. 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 Project, subject to the conditions of this Agreement and in effect at the time of any site plan approvals and/or modifications thereto. The expiration or termination of this Agreement, for whatever reason, shall not be considered a waiver of, or limitation upon, the rights, including, but not limited to, any claims of vested rights or equitable estoppels, obtained or held by the Developer to continue development of the Project in conformity with the Project Approval and all prior subsequent Development Permits or development orders granted by the City, including, but not limited to, those rights granted under the Comprehensive Plan and the Land Development Regulations, as in effect on the Effective Date or as subsequently amended.

10. **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.
11. **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.
12. **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: MG3 Doral Office, LLC
 2980 NE 207 Street
 Suite 603
 Aventura, Florida 33180

With a copy to: Miguel Diaz de la Portilla
 600 Brickell Avenue
 Suite 3500
 Miami, Florida 33131

Notices personally delivered or sent 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.

13. **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.
14. **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.

15. Modification, Amendment, and Release. Modifications of this Agreement, as defined in the City's Land Development Regulations, of this Agreement shall be approved by the City Council at a public hearing as further provided in the Act. Such modifications shall be reflected in a recordable instrument prepared, executed and recorded by the Developer.
16. 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.
17. Cumulative Remedies. Nothing contained herein shall prevent the Developer from exercising its rights and remedies it may have under law.

[signature pages follow]

IN WITNESS WHEREOF, the parties have executed this MASTER DEVELOPMENT AGREEMENT as of the day and year above written.

CITY:

**CITY OF DORAL, FLORIDA,
a Florida Municipal Corporation**

By: _____

Signature and Title

Print Name: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

DEVELOPER:

**MG3 Doral Office, LLC
a Florida Limited Liability Company**

By: _____

Signature and Title

Print Name: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2025 (date) by _____ (name of officer or agent, title)

of officer or agent) of _____ (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

Exhibit "A"

(Legal Description)

[see attached]

DRAFT

Exhibit "B"

(Site Plan)

[see attached]

DRAFT

