

This instrument was prepared by:

Miriam Soler Ramos, Esq.
Holland & Knight LLP
701 Brickell Avenue, Suite 3300
Miami, Florida 33131

(Space Reserved for Clerk of the Court)

EIGHTH AMENDMENT TO SETTLEMENT AGREEMENT

This **EIGHTH AMENDMENT TO SETTLEMENT AGREEMENT**, (hereinafter the “Eighth Amendment”) is entered into by and between **Century Town Center 1, LLC** (“CTC-1”), a Delaware limited liability company, **Century Town Center 2, LLC** (“CTC-2”), a Delaware limited liability company, and **Century Midtown Properties, LLC** (“Century Midtown”), a Florida limited liability company (collectively the “Developer”), and the City of Doral, a Florida municipal corporation (the “City”).

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

WHEREAS, a settlement agreement, dated June 12, 2005 (the "Settlement Agreement"), 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

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; and

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

WHEREAS, as a result of requested changes to development programs associated with the smaller

parcels, the Settlement Agreement has been modified seven (7) times: the First Amendment to Settlement Agreement, approved by the City of Doral on February 12, 2007, pursuant to Resolution No. 07-06; the Second Amendment to Settlement Agreement, recorded in Official Records Book 26842 at Page 4067 of the Public Records of Miami-Dade County, Florida; the Third Amendment to Settlement Agreement, recorded in Official Records Book 29252 at Page 1882 of the Public Records of Miami-Dade County, Florida, the Fourth Amendment to the Settlement Agreement, pursuant to Resolution No. 15-209, passed and adopted by the City on October 21, 2015, recorded in Official Records Book 30347 at Pages 1824 - 1955 the 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; the Sixth Amendment to the Settlement Agreement was approved by the City Council on April 26, 2023 via Resolution No. 23-59 as recorded in Official Records Book 34070 at Page 2796 of the Public Records of Miami Dade County; and the Seventh Amendment to the Settlement Agreement was approved by the City Council on August 14, 2024 via Resolution No. 24-201 as recorded in Official Records Book 34459 at Pages 3156 - 3170 of the Public Records of Miami Dade County (Settlement Agreement, as amended, attached hereto as Exhibit “A”); and

WHEREAS, as set forth above, a Fifth Amendment to Settlement Agreement (“Fifth Amendment”) was entered into between the Developer and the City; and

WHEREAS, the Fifth Amendment included a proposed future conveyance of an off-site parcel, consisting of approximately fifty (50) acres, which is located generally on the north side of NW 74th Street and west of NW 107 Avenue (Folio 35-3007-008-4680) (“Off-Site Parcel”) in exchange for additional residential units, and to help mitigate the impact of said units on the City’s park and recreation facilities; and

WHEREAS, the vast majority of the Off-Site Parcel is wetland, and the entirety of the Off-Site Parcel is presently under a Conservation Easement to the benefit of the Water Management

District and the Army Corp. of Engineers recorded in Official Record Book 20778, Page 2621 and amended through the First Amendment to the Conservation Easement recorded in Official Record Book 27780, Pages 4630-4750 Official Records of Miami-Dade County, for the purpose of preserving, enhancing and restoring wetlands within the Water Management District's jurisdiction (the "Conservation Easement"); and

WHEREAS, after performing its due diligence, the City has determined that conveyance of the Off-Site Parcel to the City would result in substantial and costly maintenance obligations to the City, and could also create potential liability; and

WHEREAS, in addition to the above, as a result of the Conservation Easements, in the City's opinion, it would be severely limited in its ability to utilize the Off-Site Parcel for its original intended use as a recreational area for the public, including the provision of public view corridors, which frustrates the purpose and intent of the original proposed conveyance; and

WHEREAS, the Developer has requested a Fifth Modification to the Master Development Agreement, and a Modification to the Declaration of Restrictions relating to the Off-Site Parcel provision to (1) provide that CTC-2 shall provide a payment in lieu of the identified parcel which will provide the City with additional funds for parks and recreation acquisitions, improvements, maintenance, and programming, and (2) provide that CTC-2 shall provide an in-kind contribution to a City parks project, to alleviate the City's substantial maintenance obligation and potential liability tied to the parcel conveyance, which contributions shall fulfill the Developer's obligation as contemplated in the Fifth Amendment to the Settlement Agreement; and

WHEREAS, in connection with the aforementioned modifications, the Developers seek to amend a portion of Section 6 of the Settlement Agreement, as amended, in accordance with the terms and conditions set forth below:

FROM:

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 the 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:

Contribution toward City Parks. To help mitigate the Application's impact on the City's park and recreational facilities, CTC-2 shall make a one-time monetary contribution of \$500,000.00 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 one-time contribution set forth herein shall be paid to the City no later than one-hundred and eighty (180) days of the date of the Fifth Modification to the Master Development Agreement. If CTC-2 fails to make the monetary contribution described above, the City may withhold the issuance of any future permits or certificates of occupancy, in addition to

exercising any other remedies available at law or in equity.

In addition to the monetary contribution set forth above, CTC-2 agrees to provide an in-kind contribution of architectural, engineering, construction, equipment or similar professional services or goods (the "In-Kind Contribution") for Legacy Park, or comparable park space (the "Parks Project"). The value of such In-Kind Contribution shall be \$400,000.00, as valued under the City's procurement process. Within one-hundred and eighty (180) days of the effective date of the Fifth Modification to the Master Development Agreement, the City shall deliver written notice to CTC-2 identifying and describing the Parks Project, specifying the type and scope of in-kind services to be performed (the "Required Work"), and establishing a reasonable timeframe for commencement and completion of the Required Work.

CTC-2 shall diligently perform and complete the Required Work within the timeframe specified by the City in its written notice. Only services actually performed and accepted by the City shall count toward satisfaction of the \$400,000.00.

Prior to commencement of the Required Work, the CTC-2 shall deliver to the City a performance and payment bond, issued by a surety authorized to do business in Florida and acceptable to the City, in an amount not less than 110% of the estimated value of the Required Work. The bond shall guarantee the faithful performance and timely completion of the Required Work.

In the event CTC-2 fails to commence or complete the Required Work within the specified timeframe, or otherwise default in the performance of their obligations, the City may draw upon the performance bond to complete the Required Work, or pursue specific performance, damages, or any and all remedies available at law or in equity; and the obligation to provide the \$400,000.00 in value shall remain in full force until fully satisfied.

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

1. **Recitals**. The above recitals are true and correct and are incorporated herein by reference. All capitalized terms used in the Eighth Amendment without separate definition shall have the same meaning assigned to them in the Settlement Agreement.

2. **Amendment**. A portion of Section 6 of the Fifth Amendment is hereby amended

effective as of the date hereof as follows:

FROM:

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 the 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:

Contribution toward City Parks. To help mitigate the Application's impact on the City's park and recreational facilities, CTC-2 shall make a one-time monetary contribution of \$500,000.00 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 one-time contribution set forth herein shall be paid to the City no later than one-hundred and eighty (180) days of the date of the Fifth Modification to the Master Development Agreement. If CTC-2 fails to make the monetary contribution described above, the City may withhold the issuance of any future permits or certificates of occupancy, in addition to exercising any other remedies available at law or in equity.

In addition to the monetary contribution set forth above, CTC-2 agrees to provide an in-kind contribution of architectural, engineering, construction, equipment or similar professional services or goods (the "In-Kind Contribution") for Legacy Park, or comparable park space (the "Parks Project"). The value of such In-Kind Contribution shall be \$400,000.00, as valued under the City's procurement process. Within one-hundred and eighty (180) days of the effective date of the Fifth Modification to the Master Development Agreement, the City shall deliver written notice to CTC-2 identifying and describing the Parks Project, specifying the type and scope of in-kind services to be performed (the "Required Work"), and establishing a reasonable timeframe for commencement and completion of the Required Work.

CTC-2 shall diligently perform and complete the Required Work within the timeframe specified by the City in its written notice. Only services actually performed and accepted by the City shall count toward satisfaction of the \$400,000.00.

Prior to commencement of the Required Work, the CTC-2 shall deliver to the City a performance and payment bond, issued by a surety authorized to do business in Florida and acceptable to the City, in an amount not less than 110% of the estimated value of the Required Work. The bond shall guarantee the faithful performance and timely completion of the Required Work.

In the event CTC-2 fails to commence or complete the Required Work within the specified timeframe, or otherwise default in the performance of their obligations, the City may draw upon the performance bond to complete the Required Work, or pursue specific performance, damages, or any and all remedies available at law or in equity; and the obligation to provide the \$400,000.00 in value shall remain in full force until fully satisfied.

3. Except as specifically modified in this Eighth Amendment, all of the terms and conditions of the Settlement Agreement, as amended, shall remain in full force and effect. In the event any inconsistency between the terms of this Eighth Amendment and the terms of the Settlement Agreement, then the terms of this Eighth Amendment shall control. This Eighth 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. The Developer acknowledges and agrees that the monetary contribution provided

for under this Eighth Amendment is solely to satisfy the Developer's obligation to dedicate the Off-Site Park Parcel to the City as more particularly set forth in the Fifth Amendment to the Settlement Agreement and that the funds are being accepted by the City in lieu of said dedication. The monetary contribution set forth herein shall not be deemed to satisfy, in whole or in part, the Developer's obligations to pay park impact fees under Chapter 65 of the City's Code of Ordinances.

5. This Eighth 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.

6. This Eighth Amendment shall be recorded in the Public Records of Miami-Dade County, Florida, at the expense of the Developer.

[SIGNATURE PAGES FOLLOW]

WITNESS WHEREOF, we have executed this Eighth Amendment to the Settlement Agreement as of this ____ day of _____, 2025.

WITNESSES:

CENTURY TOWN CENTER 1, LLC,
a Florida for-profit corporation

Signature

Printed Name

By: _____

Name: _____

Title: _____

Address: _____

Signature

Printed Name

STATE OF _____

)

) SS:

COUNTY OF _____

)

The foregoing instrument was acknowledged before me by ☐ physical presence or ☐ online notarization this _____ of _____, 2025 by _____, as _____ of **CENTURY TOWN CENTER 1, LLC**, a Florida profit corporation, who is ☐ personally known to me or ☐ has produced _____ as identification.

Notary Public Signature

Printed Name

[SEAL]

By: _____

WITNESS WHEREOF, we have executed this Eighth Amendment to the Settlement Agreement as of this ____ day of _____, 2025.

WITNESSES:

CENTURY TOWN CENTER 2, LLC,
a Florida for-profit corporation

Signature

Printed Name

By: _____

Name: _____

Title: _____

Address: _____

Signature

Printed Name

STATE OF _____

)

) SS:

COUNTY OF _____

)

The foregoing instrument was acknowledged before me by ☐ physical presence or ☐ online notarization this _____ of _____, 2025 by _____, as _____ of **CENTURY TOWN CENTER 2, LLC**, a Florida profit corporation, who is ☐ personally known to me or ☐ has produced _____ as identification.

Notary Public Signature

Printed Name

[SEAL]

WITNESS WHEREOF, we have executed this Eighth Amendment to the Settlement Agreement as of this ____ day of _____, 2025.

WITNESSES:

CENTURY MIDTOWN PROPERTIES, LLC,
a Florida for-profit corporation

Signature

Printed Name

By: _____

Name: _____

Title: _____

Address: _____

Signature

Printed Name

STATE OF _____

)

) SS:

COUNTY OF _____

)

The foregoing instrument was acknowledged before me by ☐ physical presence or ☐ online notarization this _____ of _____, 2025 by _____, as _____ of **CENTURY MIDTOWN PROPERTIES, LLC**, a Florida profit corporation, who is ☐ personally known to me or ☐ has produced _____ as identification.

Notary Public Signature

Printed Name

[SEAL]

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

Signed, witnessed, executed, and acknowledged on the ____ day of _____, 2025.

WITNESS

City of Doral

By: _____
Christi Fraga, Mayor

Signature: _____

Print Name: _____
Address: _____

Signature: _____
Print Name: _____
Address: _____

STATE OF _____)

) SS:

COUNTY OF _____)

The foregoing instrument was acknowledged before me by ☐ physical presence or ☐ online notarization this _____ of _____, 2025 by Christi Fraga, as Mayor of the **CITY OF DORAL**, a municipality of the State of Florida, who is ☐ personally known to me or ☐ has produced _____ as identification.

Notary Public Signature

Printed Name

[SEAL]

EXHIBIT "A"

Seventh Amendment



CFN 20240798668
DR BK 34459 Pgs 3156-3170 (15Pgs)
RECORDED 10/24/2024 10:12:09
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

This instrument was prepared by:

Name: Graham Penn
Address: 200 S. Biscayne Boulevard,
Suite 300
Miami, FL 33131

(Space reserved for Clerk of Court)

SEVENTH AMENDMENT TO SETTLEMENT AGREEMENT

THIS SEVENTH AMENDMENT to Settlement Agreement ("Seventh Amendment") is entered into by and between Delcop Group, LLC, a Florida limited liability company and MTD Unit 3 503, LLC, a Florida limited liability company (collectively "Delcop") and the City of Doral, a Florida municipal corporation (the "City").

WHEREAS, a settlement agreement, dated June 12, 2005 (the "Settlement Agreement"), 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 following the incorporation of the City and the imposition of the City's then newly adopted land use map category and zoning;

WHEREAS, the Settlement Agreement established the overall development parameters of the Original Parcel;

WHEREAS, over time the Original Parcel has been divided into smaller parcels and conveyed to various owners and, as a result of requested changes to development programs associated with the smaller parcels, the Settlement has been modified six (6) times: the First Amendment to Settlement Agreement, approved by the City of Doral on February 12, 2007, pursuant to Resolution No. 07-06; the Second Amendment to Settlement Agreement, recorded in Official Records Book 26842 at Page 4067 of the Public Records of Miami-Dade County, Florida; the Third Amendment to Settlement Agreement, recorded in Official Records Book 29252 at Page 1882 of the Public Records of Miami-Dade County, Florida, the Fourth Amendment to the Settlement Agreement, pursuant to Resolution No. 15-209, passed and adopted by the City on October 21, 2015; the 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; and the Sixth Amendment to the Settlement Agreement was approved by the City Council on April 26, 2023 via Resolution No. 23-59 as recorded in Official Records Book 34070 at Page 2796 of the Public Records of Miami-Dade County.

WHEREAS, one portion of the Original Parcel consisted of a certain ±30-acre parcel encompassing a proposed phased mixed-use development site known as "Midtown Doral" (the "Midtown Doral PUD"), 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 ("Original Project Entitlements");

WHEREAS, in keeping with the City Code of Ordinances and the underlying Community Mixed Use zoning regulations, the Original Project Entitlements of the Midtown Doral PUD were memorialized in a Master Development Agreement by and between the original Midtown Doral PUD developer and the City, which was recorded in the Public Records of Miami-Dade County in Official Records Book 29422 at Pages 4516–4530;

WHEREAS, following the construction of the initial phase of the Midtown Doral PUD, a Modification to the Master Development Agreement, was entered into by and among 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 on dated February 12, 2020, (the "First MDA Modification"), which allocated the remaining development rights of the Midtown Doral PUD into new development schedule of six (6) phases attributable over the remaining vacant parcels in the development (with Phases two (2) through six (6) unbuilt);

WHEREAS, more recently a "Second Modification" and a "Third Modification" to the Master Development Agreement in connection with the ±8.8 acre parcel of land located within "Phase II" of the Midtown Doral PUD were approved by the City, both of which required amendments to the Settlement Agreement;

WHEREAS, Delcop now owns those certain parcels that constitute Phases IV, V, and VI of the Midtown Doral PUD, see Exhibit "A" for their respective legal descriptions (the "Delcop Properties"), and is a successor in interest of the Settlement Agreement and Master Development Agreement as applicable to the Delcop Properties;

WHEREAS, Delcop intends to develop the Delcop Properties with a development program that varies from Original Project Entitlements and Amendments thereto, specifically to eliminate 75,000 square feet of net leasable area of office use, eliminate 74,125 square feet of gross leasable area of commercial use, and add 299 residential dwelling units;

WHEREAS, in order to realize this development program, Delcop desires to amend the Settlement Agreement as it affects the Delcop Properties as stated herein; and

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:

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

Section 2. Amendment. Section 6 of the Agreement, as it affects the Delcop Properties, 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) . . . 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) . . . until such time as the City has secured the approval of the Modification."

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 for "hero" housing as provided herein.

All capitalized terms used in this Seventh Agreement without separate definition shall have the same meanings assigned to them in the Agreement. Words underscored shall constitute additions to the existing Agreement language. Words presented without strike through or underscore represent existing Agreement language.

Section 4. 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.

a) The hero housing provided in the development will be provided as follows:

- i. Phase IV – twenty-six (26) units.
- ii. Phase V – fifteen (15) units.
- iii. Phase VI – fifteen (15) units.

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

- b) The location of the hero housing units is depicted on the submitted plans. All hero housing will be 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.
- c) The interior and exterior buildings materials, finishes, and appearance of hero housing units shall match the market-rate units.
- d) The rental rate for hero housing units will be controlled within the specified affordability range for twenty (20) years.

- NOT AN OFFICIAL COPY - PUBLIC ACCESS
- e) 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.
 - f) The Applicant will provide notifications of the availability of hero housing to the City Manager, Miami-Dade County Public Schools (MDCPS), 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 MDCPS employee, City employee, or first responder has expressed interest in a unit within the forty-five (45) day period, that unit will be offered to City of Doral residents 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.
 - g) 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.

Section 5. Full Force and Effect. Except as specifically modified in this Seventh 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 Seventh Amendment and the terms of the Agreement, then the terms of this Seventh Amendment shall control. This Seventh 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.

Section 5. Recordation. This Seventh Amendment shall be recorded in the Public Records of Miami-Dade County, at the expense of Delcop.

Section 6 Counterparts. This Seventh 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.

[SIGNATURE PAGES FOLLOW]

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

Signed, witnessed, executed and acknowledged on this 24 day of September, 2024

OWNER:

DEL COP GROUP LLC, a Florida Limited Liability Company

WITNESSES:

By: [Signature]

Name: Ernesto De Luca, Manager of Delcop Group, LLC

Address: 7791 NW 46 Street, Suite 407 Miami, FL 33166

Signature: [Signature]

DAIGELL MARQUEZ

Print Name:

Address: 10775 NW 58th Doral, FL 33178

Signature: [Signature]

Daniela Martin

Print Name:

Address: 10775 NW 58th Doral FL, 33178

STATE OF Florida

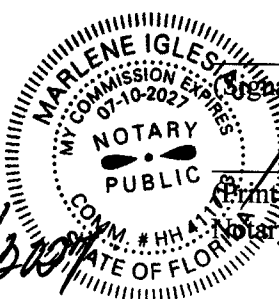
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☒ online notarization, by Ernesto De Luca, as manager of Delcop Group, LLC, a Florida limited liability company, who after being first duly sworn, deposes and states that he/she has executed the foregoing on behalf of said corporation.

He/She presented [Signature] as identification or is personally known to me.

My Commission Expires:

07/10/2027



(Signature)

(Print Name)

Notary Public-State of Florida

OWNER:

MTD Unit 3 503 Group, LLC, a Florida Limited Liability Company

WITNESSES:

By: [Signature]

Name: Ernesto De Luca, Manager of Delcop Group, LLC, which is the Manager of MTD Unit 3-503 LLC

Address: 7791 NW 46 Street, Suite 407 Miami, FL 33166

Signature: [Signature]
DAIBEL MARQUEZ

Print Name:

Address: 10775 NW 58 St
Doral, FL 33178

Signature: [Signature]

Print Name: Daniela Martin.

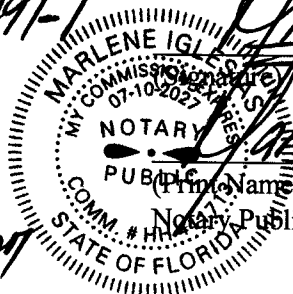
Address: 10775 NW 58 St Doral FL, 33178

STATE OF Florida

COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, by Ernesto De Luca, as manager of Delcop Group, LLC, which is the Manager of MTD Unit 3-503 LLC, a Florida limited liability company, who after being first duly sworn, deposes and states that he/she has executed the foregoing on behalf of said corporation. He/She presented [Signature] identification or is personally known to me.

Sh # 0421-200-09-291-1



My Commission Expires: 07/10/2027


Notary Public-State of Florida


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

Signed, witnessed, executed and acknowledged on this 26 day of September, 2024.

WITNESSES:

City:
City of Doral


By: 
Christi Fraga, Mayor


Signature: Jennifer Garcia

Print Name:

Address: 8401 NW 53 Terrace
Doral, FL 33166

Signature:

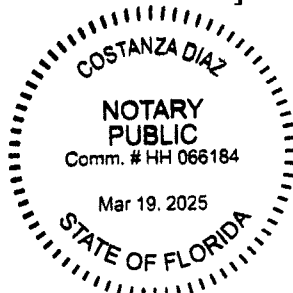

Print Name: Stephanie Puglia

Address: 8401 NW 53 Terr.
Doral, FL 33166

STATE OF Florida)
COUNTY OF Miami-Dade) SS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 26 day of September, 2024, by Christi Fraga, as Mayor of the City of Doral, a municipality of the State of Florida, who is personally known to me or who has produced _____ as identification.

[NOTARIAL SEAL]



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

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:

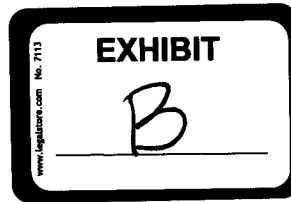
PHASE 13

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°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.



RESOLUTION NO. 24-201

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE SEVENTH AMENDMENT TO THE SECTION 8 SETTLEMENT AGREEMENT BETWEEN DELCOP GROUP, LLC, AND THE CITY OF DORAL; PROVIDING FOR RECORDATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, a Settlement Agreement dated June 12, 2005, was entered into by the City of Doral and Atlas Developers Property I, LLC and Atlas II, LLC, the then owners of a ±465 acre parcel of land located in Section 8, Township 53 South, Range 40 East (the "Property") in the City of Doral (the "City") to address concerns of the City with respect to the development of the land; and

WHEREAS, the Settlement Agreement was subsequently amended by that certain Amendment to Settlement Agreement, approved by the City on February 12, 2007, pursuant to Resolution No. 07-06, that certain Second Amendment to Settlement Agreement approved by the City on January 23, 2008, pursuant to Resolution No. Z08-03, that certain Third Amendment approved by the City on May 28, 2014, pursuant to Resolution No. 14-78, that certain Fourth Amendment to Settlement Agreement approved by the City on October 21, 2015, pursuant to Resolution No. 15-209, and that certain Fifth Amendment to the Settlement Agreement approved by the City on October 27, 2021, pursuant to Resolution No. 21-248 (collectively, the "Agreement"); and

WHEREAS, the Settlement Agreement was entered into by the parties to assure the City of the performance of certain obligations and the commitment of certain restrictions on the Property, including infrastructure improvements and maximum dwelling units within approximately 346 acres referred to as the "Section 8 Residential Lands", as a settlement to litigation proceedings between the parties; and

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

WHEREAS, the Midtown Doral Planned Unit Development (PUD) was approved by the Mayor and City Council on December 3, 2014, encompassing 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; and

WHEREAS, on February 12, 2020, the Mayor and City Council approved a modification to the Master Development Agreement and Pattern Book for Midtown Doral pursuant to Ordinance No. 2019-29, to allow the development of the unbuilt parcels in respective individual phases (the "Modified Project Phases") including, "Modified Phase II," "Modified Phase III," "Modified Phase IV," "Modified Phase V," and "Modified Phase VI";

WHEREAS, the Second Modification of Master Development Agreement was approved by the Mayor and City Council on December 8, 2021, to allow an increase from 505 dwelling units to 675 dwelling units and an increase of 4,650 square feet of gross leasable area of commercial use for Midtown Doral PUD Phase II; and

WHEREAS, the Third Modification to the Master Development Agreement and a modification to the Pattern Book for Midtown Doral PUD Phase II via Ordinance No. 2023-13, was approved by the Mayor and City Council on May 24, 2023 to modify the development program to allow an additional 59 dwelling units and an increase of 11,052 square feet of clubhouse space, and a reduction of 31,936 square feet of gross leasable area of commercial use; and

WHEREAS, the current development entitlements for Midtown Doral PUD Phases IV, V, & VI comprises of 253 multifamily units, 96,875 square feet of gross leasable area of commercial use and a 75,000 square feet of net leasable area of office use; and

WHEREAS, the Applicant is requesting a modification to the Midtown Doral PUD Phases IV, V, & VI to allow an increase of 299 dwelling units, a reduction of 74,135 square feet of gross leasable area of commercial use, and a removal of 75,000 square feet of net leasable area of office use.

WHEREAS, after careful review and deliberation hereby find it to be in the best interest of its residents to approve the Seventh Amendment to the Settlement Agreement between Delcop Group, LLC, and the City of Doral.

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

Section 1. Recitals. The foregoing recitals are confirmed, adopted, and incorporated herein and made as part hereof by this reference.

Section 2. Approval. The City Council of the City of Doral hereby approves the Seventh Amendment to the Settlement Agreement, attached hereto and incorporated herein as "Exhibit A."

Section 3. Recordation. This Resolution and the Seventh Amendment to Settlement Agreement (Exhibit "A") shall be recorded in the public records of Miami-Dade County, Florida, with the Applicant to pay the cost thereof.

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

Res. No. 24-201
Page 4 of 4

The foregoing Resolution was offered by Vice Mayor Puig-Corve who moved its adoption.

The motion was seconded by Councilmember Cabral and upon being put to a vote, the vote was as follows:


| | |
|-----------------------------|-----|
| Mayor Christi Fraga | Yes |
| Vice Mayor Oscar Puig-Corve | Yes |
| Councilwoman Digna Cabral | Yes |
| Councilman Rafael Pineyro | Yes |
| Councilwoman Maureen Porras | Yes |

PASSED AND ADOPTED this 14 day of August, 2024.



CHRISTI FRAGA, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

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



LORENZO COBIELLA
GASTESI, LOPEZ & MESTRE, PLLC
CITY ATTORNEY