

This Instrument was Prepared by:
Tracy R. Slavens
Holland & Knight LLP
701 Brickell Avenue Suite 3000
Miami, Florida 33131

THIRD AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

This Third Amendment (the "Third Amendment") to the Master Development Agreement is made as of the 22 day of April, 2022, by and between CM DORAL DEVELOPMENT COMPANY, LLC, a Florida limited liability company (the "Developer"), and the CITY OF DORAL, FLORIDA, a Florida municipal corporation (the "City"). The Developer and the City may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the CM Doral Development Company, LLC, is the Developer of those certain parcels of land located within the boundaries of the City commonly known as Downtown Doral, the legal descriptions of which are attached hereto and made a part hereof as Exhibit "1" (the "Property");

WHEREAS, the Developer and the City are Parties to the Master Development Agreement dated August 22, 2006, and recorded in Official Records Book 24968 at Page 2689 in the public records of Miami-Dade County, Florida, as amended by that certain First Amendment to Master Development Agreement dated May 4, 2012, and recorded in Official Records Book 28099 at Page 1 in the public records of Miami-Dade County, Florida, and Second Amendment to Master Development Agreement dated October 24, 2016, and recorded in Official Records Book 30287 at Page 843 in the public records of Miami-Dade County, Florida, and as further modified by that certain Notice of Administrative Approval of Minor Modifications dated March 22, 2018, and recorded in Official Records Book 30911 at Page 7 in the public records of Miami-Dade County, Florida (collectively, the "Master Development Agreement");

WHEREAS, the Master Development Agreement was entered into and recorded in connection with the approval of the development of the project known as Downtown Doral, a mixed-use urban center Downtown Mixed Use Planned Unit Development (PUD);

WHEREAS, the City has adopted Land Development Regulations which assigned Downtown Mixed Use (DMU) zoning to the Property, which regulations currently govern the Property;

WHEREAS, the City Council has determined, pursuant to the Third Amendment Approval (as defined below), that the Project has demonstrated creative excellence in accordance with Chapter 86, Article IV of the Land Development Regulations; and

WHEREAS, Paragraph 17 of the Master Development Agreement states that the Master Development Agreement may be modified by a written instrument signed by the City and the Developer after public hearing;

WHEREAS, the Developer seeks to amend Exhibit A to the Master Development Agreement, entitled "Legal Description of Property," to include ±1.35 acres of land to the Downtown Doral Property, consisting of that certain parcel identified by folio no. 35-3022-000-0017 and as legally described in Exhibit "2" attached hereto and made a part hereof (the "South Transfer Property");

WHEREAS, in connection with the conveyance of the South Transfer Property, the Developer seeks to amend Paragraph 5(a) of the Master Development Agreement, entitled "Permitted Development Uses," to include an additional 15,000 square feet of office use;

WHEREAS, the Developer seeks to further amend paragraph 5(a) of the Master Development Agreement, entitled "Permitted Development Uses," to incorporate an additional 20,000 square feet of Municipal/Civic use into the Downtown Doral development program to reflect the proposed library anticipated to be located at the southeast corner at the intersection of NW 84th Avenue and NW 53rd Terrace, simultaneously undo the conversion of 20,000 square feet of office to Municipal/Civic use, and reflect the current entitlements, which have been subject to various conversions pursuant to the Land Use Equivalency Matrix;

WHEREAS, the Master Development Agreement was modified by City of Doral City Council pursuant to Ordinance No. 2022-36 on March 23, 2022 (the "Third Amendment Approval"); and

WHEREAS, the Third Amendment Approval was issued following a recommendation by the City's Land Planning Agency on January 26, 2022, first reading by the City Council on January 26, 2022, and second reading by the City Council on March 23, 2022; and

WHEREAS, the Developer and the City desire to modify certain terms and provisions of the Master Development Agreement pursuant to the Third Amendment Approval as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree to amend the Master Development Agreement as follows:

A. Recitals. The Recitals are true and correct and incorporated herein by reference and made a part hereof.

B. Capitalized Terms. Capitalized terms used herein and not otherwise defined herein shall have the meaning provided in the Master Development Agreement.

C. Third Amendment Project Approvals. Any references to the Project in the Master Development Agreement shall now and hereafter be redefined and apply to the Proposed Program as defined herein. Any reference to the Project Approvals in the Master Development Agreement

shall now and hereafter be redefined and apply to the Project Approvals list attached hereto and made a part hereof as Exhibit “3.”

D. Paragraph 5(a) of the Master Development Agreement, entitled Permitted Development Uses, is deleted and replaced in its entirety to provide as follows:

5. **Permitted Development Uses and Building Intensities.** The DMU Regulations establish the Conceptual Development Plan and the Urban Design Guidelines as the binding development guidelines for the Property (collectively, these are referred to herein as the “Project Approvals”), a list of the documents which comprise the Project Approvals are attached hereto as the Third Amended Exhibit “B” and said approvals are on file with the City. With the adoption and acceptance of this Third Amendment, additional development program entitlements are hereby incorporated into the Proposed Program, as defined herein. Namely, this Third Amended Program has added 20,000 square feet of Municipal/Civic use, 200 Elementary School student stations, and 1,300 Upper School student stations, while simultaneously reducing 118,332 square feet of Office use (the “Third Amended Additional Program”). The Developer anticipates that, at final build-out, the Project is planned to become and will be a truly pedestrian-friendly, urban “downtown,” with a mixture of residences, shops, offices and public spaces. The following table provides the development program approved for the Project by the City (the “Original Program”), as amended by the First Amended Approval (the “First Amended Program”) and by this Third Amended Approval (the “Third Amended Program”):

Use	Original Program	First Amended Program	Second Amended Program	Third Amended Program (Ordinance No. 2022-)
Retail/ Commercial ¹	180,000 s.f.	213,895 s.f.	213,895 s.f.	213,895 s.f.
Office	865,901, s.f. (upon final build-out and existing s.f. to remain)	1,509,901 s.f. (upon final build-out and existing s.f. to remain)	1,800,000 s.f. ³ (upon final build-out and existing s.f. to remain)	1,663,894 s.f. ⁵ (upon final build-out and existing s.f. to remain)
Residential ⁴	2,840 d.u.	2,840 d.u.	3,340 d.u.	3,340 d.u.
Municipal/Civic	100,000 s.f. ²	100,000 s.f. ²	60,000 s.f.	80,000 s.f. ⁸
Elementary School	800 students	800 students	800 students	1,000 students ⁶
Upper School	0	0	0	1,500 students ⁷

¹ Retail/Commercial may include offices, restaurants, entertainment and other similar uses.
² Municipal/Civic use that is not assigned to the development of a City Hall within the Project may be converted by the Developer at its option to Office use.
³ This includes a conversion of 40,000 square feet from Municipal/Civic use to Office use, consistent and in accordance with the Original Program and the First Amended Program.
⁴ Condo-Hotel use is allowed within Downtown Doral as a mix of two uses currently allowed. Condo-Hotel shall be considered a residential use for purposes of implementing the Land Use Exchange Matrix. Only one Condo-Hotel is permitted within Downtown Doral. Condo-Hotels may only allow guests to stay for a minimum of seven (7) consecutive nights per stay. Condo-Hotels must contain a minimum of 200 units.
⁵ This includes a reduction of 133,332 square feet from Office use converted to Elementary and Upper School students, the reduction of 20,000 square feet from Office use converted to Municipal/Civic use, the addition of 35,000 square feet of office (15,000 square feet in connection with the South Transfer

Property, and 20,000 square feet previously converted to Municipal/Civic use), and the reduction of 17,774 square feet of office use converted to 200 Upper School students.

- ⁶ This includes a conversion of 17,777 square feet from Office use to 200 Elementary School students.
- ⁷ This includes a conversion of 115,555 square feet from Office use to 1,300 Upper School students, and a conversion of 17,774 square feet from Office use to 200 Upper School students, for a total of 1,500 Upper School Students.
- ⁸ Inclusion of 20,000 square feet of Municipal/Civic use for the library.

The Developer may, at its option, convert up to 290,099 square feet of Office use and 500 dwelling units of the Third Amended Program permitted uses, so long as said modification is made in accordance with the Land Use Equivalency Matrix provided in Exhibit J to the Second Amendment to Master Development Agreement dated October 24, 2016, and recorded in Official Records Book 30287 at Page 843 in the public records of Miami-Dade County, Florida. In other words, 290,099 square feet of new Office use within the Third Amended Program may be converted to retail, residential, school or civic space and the 500 dwelling units may be converted into retail, office, school or civic space pursuant to said Land Use Equivalency Matrix. Provided, however, the conversion of Office use to Residential use under this formula is limited to the conversion of no more than 100,000 square feet of Office to Residential (the remaining 190,099 square feet (or more) of Office use may still be converted to Retail, School or Civic use). All other uses within the Third Amended Program would remain unchanged. Upon the Developer's exercise of a conversion in accordance with this paragraph, the City shall execute an acknowledgment in substantially the form attached hereto as Exhibit "5", which shall be recorded in the Public Records of Miami-Dade County, Florida.

The parties agree that the Third Amended Program and Project (i) is consistent with the City's Comprehensive Plan and (ii) has been approved in accordance with the City's Land Development Regulations. Upon execution of this Agreement and for the Entire Term, the City confirms and agrees that the Property may be developed and used for the purposes established in the Project Approvals provided the actual development is in substantial compliance with the City's Comprehensive Plan and Land Development Regulations. It is understood that the establishment of municipal/civic space is reserved for both parties' sole discretion, consistent with this Agreement and the Project Approvals. Until such time that the parties agree to the placement of any municipal or civic uses within the Project, the areas designated for municipal or civic use on the Conceptual Development Plan may be developed with other uses consistent with the Project Approvals. Until such time as the Project is built out, it is recognized that existing uses may remain and operate on the Property and that temporary uses, such as sales and adequately screened construction trailers and project management facilities may be established, operated and relocated as appropriate, upon issuance of applicable and appropriate approvals and permits required pursuant to the Land Development Regulations.

E. Project Approval Documents. Exhibit "B" to the Master Development Agreement, entitled "List of Project Approval Documents," is hereby amended and restated to be

the Third Amended Exhibit "B", made a part of this Third Amendment and is attached as Exhibit 2 hereto.

F. Exhibit "A" of the Master Development Agreement, entitled "Legal Description of Property" is hereby amended as provided in Exhibit "4" hereto and made a part hereof.

G. Except as modified and amended hereby the terms and provisions of the Master Development Agreement, the First Amendment and Second Amendment to the Master Development Agreement are hereby ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY:

CITY OF DORAL, FLORIDA

ATTEST:



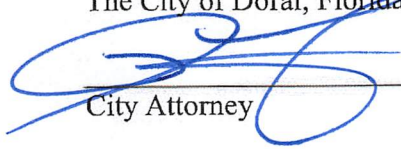
City Clerk

By: 

Name: Herman H. Organvick
Title: Acting City Manager

22 day of April, 2022

Approved as to form and legality
By office of City Attorney for
The City of Doral, Florida



City Attorney

DEVELOPER

WITNESSES:

CM DORAL DEVELOPMENT COMPANY, LLC, a Delaware limited liability company

By: Codina Manager, LLC, its manager

By: [Signature]

Name: Rafael Romero

Title: Vice President

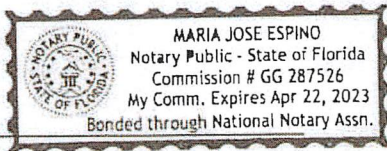
[Signature]
Signature
Lily ALVAREZ
Print Name

[Signature]
Signature
NANCY HILL
Print Name

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 9th day of February, 2022, by Rafael Romero, as Vice President of Codina Manager, LLC, the manager member of CM Doral Development Company, LLC, a Delaware limited liability company (the "Company"), which is the Developer of the Downtown Mixed Use development project known as Downtown Doral, on behalf of the Company, who is personally known to me or who has produced _____ as identification.

[NOTARIAL SEAL]



Expires: _____

[Signature]
Print Name: Maria Espino
Notary Public, State of Florida
Commission #: GG 287526
My Commission

EXHIBIT "1"
DOWNTOWN DORAL LEGAL DESCRIPTION
(THE "PROPERTY")

LEGAL DESCRIPTION:

A portion of Tract "A", WHITE VIEW SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 157, at Page 18, of the Public Records of Miami-Dade County, Florida, more particularly described as follows:

COMMENCE at the Southwest corner of Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida; thence North 00° 00' 00" East as a basis of bearing along the West line of said Section 22, a distance of 418.30 feet; thence South 85° 39' 00" East, a distance of 43.07 feet to the POINT OF BEGINNING of the following described parcel of land and the beginning of a curve to the right (the following three (3) courses are along the East Right-of-Way line of NW 87th Avenue), a radial line to that point bears North 86° 46' 51" West;

THENCE 78.48 feet along the arc of said curve, said curve having a radius of 1869.86 feet, and a central angle of 02° 24' 17"; to the point of intersection with a tangent line;

THENCE North 05° 37' 30" East along said line, a distance of 300.00 feet to the point of intersection with a tangent curve to the left;

THENCE 326.91 feet along the arc of said curve, said curve having a radius of 1949.86 feet and a central angle of 09° 36' 22", to the point of intersection with a non-tangent line, a radial line to that point bears North 86° 01' 08" East;

THENCE North 87° 45' 36" East along said line, a distance of 134.24 feet;

THENCE South 53° 14' 24" East, a distance of 200.00 feet;

THENCE South 01° 45' 36" West, a distance of 389.07 feet;

THENCE South 85° 38' 10" West, a distance of 104.38 feet;

THENCE South 07° 00' 00" West, a distance of 209.17 feet;

THENCE North 84° 22' 30" West, a distance of 40.66 feet;

THENCE North 85° 39' 00" West, a distance of 152.90 feet to the POINT OF BEGINNING.

EXHIBIT "1" (Continued)

TOGETHER WITH:

LEGAL DESCRIPTION: TRACT A

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 53 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA; SAID PARCEL CONTAINS THE FOLLOWING: ALL OF TRACTS 1, 2, 3, 6, 9, 13, 17, 20, 33 THROUGH 38 OF KOGER EXECUTIVE CENTER, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 91, AT PAGE 38; AND ALL OF TRACTS C, E, A PORTION OF TRACT A AND TRACT D LESS THE EAST 34.02 FEET THEREOF, OF KOGER CENTER PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 108 AT PAGE 15; AND ALL OF TRACTS A, B, C AND D OF THE KOGER CENTER, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 132 AT PAGE 73 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; AND PORTIONS OF N.W. 52ND STREET, N.W. 53RD STREET, N.W. 53RD TERRACE, N.W. 54TH STREET, N.W. 84TH AVENUE AND N.W. 87TH AVENUE RIGHT-OF-WAY; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF THE NORTH 1/4 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 22, SAID POINT LYING AT THE INTERSECTION OF THE CENTERLINE OF N.W. 87TH AVENUE AND THE WESTERLY PROLONGATION OF THE SOUTH LINE OF SAID TRACT I; THENCE NORTH 00°04'32" EAST ALONG SAID CENTERLINE OF N.W. 87TH AVENUE FOR A DISTANCE OF 327.72 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N.W. 52ND STREET; THENCE SOUTH 88°37'50" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 942.50 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 94.25 FEET TO A POINT OF TANGENCY; SAID POINT LYING ON THE CENTERLINE OF N.W. 84TH AVENUE; THENCE NORTH 01°22'10" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 1157.54 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 94.25 FEET TO A POINT OF TANGENCY; SAID POINT LYING ON THE CENTERLINE OF N.W. 53RD TERRACE, THENCE NORTH 88°37'50" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 128.48 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE WEST LINE OF SAID TRACT 20; THENCE NORTH 01°22'10" EAST ALONG SAID SOUTHERLY PROLONGATION, THE WEST LINE OF SAID TRACT 20 AND THE NORTHERLY PROLONGATION THEREOF FOR A DISTANCE OF 376.10 FEET TO A POINT LYING ON THE CENTERLINE OF N.W. 54TH STREET; THENCE SOUTH 88°35'49" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 489.99 FEET; THENCE CONTINUE ALONG SAID CENTERLINE SOUTH 88°34'40" EAST FOR A DISTANCE OF 1322.81 FEET; THENCE CONTINUE ALONG SAID CENTERLINE SOUTH 88°34'40" EAST FOR 748.10 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE EAST LINE OF SAID TRACT 38; THENCE SOUTH 01°21'30" WEST ALONG SAID NORTHERLY PROLONGATION, SAID EAST LINE AND SOUTHERLY PROLONGATION THEREOF TO A POINT LYING ON THE CENTERLINE OF N.W. 53RD STREET; THENCE NORTH 88°38'30" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 18.92 FEET TO THE INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE WEST LINE OF THE EAST 34.02 FEET OF SAID TRACT D; THENCE SOUTH 01°21'30" WEST ALONG SAID NORTHERLY PROLONGATION AND WEST LINE OF THE EAST 34.02 FEET OF TRACT D FOR A DISTANCE OF 312.21 FEET TO A POINT LYING ON THE SOUTH LINE OF SAID TRACT D; THENCE NORTH 88°39'27" WEST FOR A DISTANCE OF 713.72

EXHIBIT "1" (Continued)

LEGAL DESCRIPTION: TRACT A (CONTINUED)

FEET TO THE SOUTHWEST CORNER OF SAID TRACT C OF KOGER CENTER PARK; THENCE SOUTH 00°00'17" EAST ALONG THE EAST LINE OF SAID TRACT B FOR A DISTANCE OF 859.97 FEET TO THE SOUTHEAST CORNER OF SAID TRACT C, SAID POINT ALSO BEING THE CENTER OF SAID SECTION 22; THENCE NORTH 88°37'50" WEST ALONG THE SOUTH LINE OF SAID TRACT C, TRACT D AND THE WESTERLY PROJECTION THEREOF FOR A DISTANCE OF 1322.78 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 9; THENCE SOUTH 00°03'00" WEST FOR A DISTANCE OF 683.09 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 3; THENCE NORTH 88°30'43" WEST ALONG THE SOUTH LINE OF SAID TRACTS 3, 2, 1 AND THE WESTERLY PROLONGATION THEREOF FOR A DISTANCE OF 1323.14 FEET TO THE POINT OF BEGINNING, CONTAINING 74.255 ACRES, MORE OR LESS.

LEGAL DESCRIPTION: TRACT B

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 53 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA; SAID PARCEL CONTAINS THE FOLLOWING: ALL OF TRACTS 4, 5, 7, 8, 10, 11, 12, 14, 15, 16, 18, AND 19 OF KOGER EXECUTIVE CENTER, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 91, AT PAGE 38 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; AND PORTIONS OF N.W. 52ND STREET, N.W. 53RD STREET, N.W. 53RD TERRACE, N.W. 54TH STREET, N.W. 84TH AVENUE AND N.W. 87TH AVENUE RIGHT-OF-WAY; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 22, SAID POINT LYING AT THE INTERSECTION OF THE CENTERLINE OF N.W. 87TH AVENUE AND THE CENTERLINE OF N.W. 54TH STREET, THENCE SOUTH 88°35'49" EAST ALONG THE SAID CENTERLINE OF N.W. 54TH STREET FOR A DISTANCE OF 852.42 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE EAST LINE OF SAID TRACT 19; THENCE SOUTH 01°22'10" WEST ALONG SAID NORTHERLY PROLONGATION AND THE EAST LINE OF SAID TRACT 19 AND THE SOUTHERLY PROLONGATION THEREOF FOR A DISTANCE OF 376.10 FEET TO THE INTERSECTION WITH THE CENTERLINE OF N.W. 53RD TERRACE; THENCE SOUTH 88°37'50" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 128.48 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 80.00 FEET, AND A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 94.25 TO A POINT OF TANGENCY; SAID POINT LYING ON THE CENTERLINE OF N.W. 84TH AVENUE; THENCE SOUTH 01°22'10" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 1157.54 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 94.25 FEET TO A POINT OF TANGENCY; SAID POINT LYING ON THE CENTERLINE OF N.W. 52ND STREET; THENCE NORTH 88°37'50" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 942.50 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N.W. 87TH AVENUE; THENCE NORTH 00°04'32" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 332.62 FEET; THENCE CONTINUE ALONG SAID CENTERLINE NORTH 00°01'53" EAST FOR A DISTANCE OF 1321.96 FEET TO THE POINT OF BEGINNING, CONTAINING 37.128 ACRES; MORE OR LESS.

EXHIBIT "1" (Continued)

LEGAL DESCRIPTION: TRACT C

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 53 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA; SAID PARCEL CONTAINS THE FOLLOWING: ALL OF TRACT 39 OF KOGER EXECUTIVE CENTER, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 91, AT PAGE 38; ALL OF TRACT E AND THE EAST 34.02 FEET OF TRACT D, KOGER CENTER PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 106, AT PAGE 15 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; AND PORTIONS OF N.W. 53RD STREET; N.W. 54TH STREET AND N.W. 79TH AVENUE RIGHT-OF-WAY; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22 SAID POINT LYING AT THE INTERSECTION OF THE CENTERLINE OF N.W. 79TH AVENUE AND THE EASTERLY PROLONGATION OF SAID TRACT E, THENCE NORTH 88°39'27" WEST ALONG THE SAID EASTERLY PROLONGATION OF TRACT E AND THE SOUTH LINE OF TRACT E AND D RESPECTIVELY FOR A DISTANCE OF 609.03 FEET; THENCE NORTH 01°21'30" EAST ALONG THE WEST LINE OF THE EAST 34.02 FEET OF SAID TRACT D AND ITS NORTHERLY PROLONGATION THEREOF FOR A DISTANCE OF 312.21 TO A POINT LYING ON THE CENTERLINE OF N.W. 53RD STREET; THENCE SOUTH 88°38'30" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 18.92 FEET; THENCE NORTH 01°21'30" EAST ALONG THE SOUTHERLY PROLONGATION OF THE WEST LINE OF TRACT 39, THE WEST LINE THEREOF, AND THE NORTHERLY PROLONGATION THEREOF FOR A DISTANCE OF 347.21 FEET TO A POINT LYING ON THE CENTERLINE OF N.W. 54TH STREET; THENCE SOUTH 88°34'40" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 574.16 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N.W. 79TH AVENUE; THENCE SOUTH 00°01'43" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 659.33 FEET TO THE POINT OF BEGINNING, CONTAINING 8.948 ACRES, MORE OR LESS.

EXHIBIT "2"

SOUTH TRANSFER PROPERTY LEGAL DESCRIPTION

A portion of REVISED PLAT OF ORIZABA, according to the plat thereof as recorded in Plat Book 43, Page 71, of the Public Records of Miami-Dade County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of Tract A, of "WHITE VIEW SUBDIVISION", according to the plat thereof, as recorded in Plat Book 157, Page 18, of the Public Records of Miami-Dade County, Florida, said point being on the arc of a circular curve to the left, concave to the Southwest, a radial line from said point bears S86°01'08"W; the next described four (4) courses and distances being along the Easterly Right-of-way line of NW 87th Avenue as shown on the plat of DORAL RIGHT-OF-WAY, according to the plat thereof, as recorded in Plat Book 104, at Page 93, of the Public Records of Miami-Dade County, Florida; 1) thence Northerly along the arc of said curve, having for its elements a radius of 1949.86 feet, through a central angle of 03°05'02" for an arc distance of 104.95 feet to a point of tangency; 2) thence N07°03'54"W for a distance of 200.00 feet to a point of curvature of a circular curve to the right, concave to the East; 3) thence Northerly along the arc of said curve, having for its elements a radius of 1105.92 feet, through a central angle of 07°03'54" for an arc distance of 136.37 feet to a point of tangency; 4) thence North for a distance of 123.72 feet; the next four (4) courses and distances being along the East Right-of-way line of NW 87th Avenue as shown on the plat of "DOWNTOWN DORAL SOUTH - PHASE ONE", according to the plat thereof as recorded in Plat Book 173, at Page 23, of the Public Records of Miami-Dade County, Florida; 1) thence N13°29'45"E for a distance of 51.42 feet; 2) thence North for a distance of 100.10 feet to the POINT OF BEGINNING of the following described Parcel of Land; 3) thence continue North for a distance of 100.04 feet; 4) thence N45°41'51"E for a distance of 34.92 feet to a point on a line 23.29 feet South of and parallel with the North line of the South 1/2, of the Northwest 1/4, of the Southwest 1/4 of Section 22, Township 53 South, Range 40 East, City of Doral, Miami-Dade County, Florida; thence S88°36'17"E, along the last described line for a distance of 360.51 feet to its intersection with the Westerly Right-of-way line of NW 85th Avenue, as shown on said plat of "DOWNTOWN DORAL SOUTH - PHASE ONE"; thence S01°23'43"W, along the last described line for a distance of 125.00 feet; thence N88°36'17"W, along a line 148.29 feet South of and parallel with the North line of the South 1/2, of the Northwest 1/4, of the Southwest 1/4 of said Section 22 for a distance of 382.57 feet to the POINT OF BEGINNING.

TOGETHER WITH:

A portion of that certain RIGHT-OF-WAY for N.W. 87th Avenue and N.W. 51st Terrace, Closed, Vacated and Discontinued from Public use by Resolution No. 21-002, being more particularly described as follows:

BEGIN at aforementioned POINT OF BEGINNING; the next three (3) courses and distances being along the East Right-of-way line of NW 87th Avenue as shown on the plat of "DOWNTOWN DORAL SOUTH - PHASE ONE", according to the plat thereof as recorded in Plat Book 173, at Page 23, of the Public Records of Miami-Dade County, Florida; 1) thence continue NORTH for distance of 100.04 feet; 2) thence N45°41'51"E for a distance of 34.92 feet to a point on a line 23.29 feet South of and parallel with the said North line of the South 1/2, of the Northwest 1/4, of the Southwest 1/4 of said Section 22; 3) thence S88°36'17"E, along the last described line for a distance of 360.51 feet to its intersection with the Westerly Right-of-way line of NW 85th Avenue, as shown on said plat of "DOWNTOWN DORAL SOUTH - PHASE ONE"; thence N01°23'43"E, along the Northerly Extension of the last described line for a distance of 23.29 feet to its intersection with the said North line of the South 1/2, of the Northwest 1/4, of the Southwest 1/4 of said Section 22; thence N88°36'17"W, along the last described line for a distance of 398.18 feet to its intersection with said East Right-of-way Line of N.W. 87th AVENUE; thence SOUTH, along the last described Line for a distance of 148.33 feet; thence S88°36'17"E for a distance of 12.00 feet to the POINT OF BEGINNING.

ALL OF THE ABOVE DESCRIBED LAND CONTAINING 58,778 SQUARE FEET AND/OR 1.35 ACRES MORE OR LESS.

EXHIBIT "3"
THIRD AMENDED EXHIBIT "B"
LIST OF PROJECT APPROVAL DOCUMENTS

- I. CITY OF DORAL ORDINANCE NOS. 2006-05, 2006-18, 2012-08, 2016-17;
AND 2022-36.
- II. CONCEPTUAL DEVELOPMENT PLAN.
- III. LAND DEVELOPMENT REGULATIONS IN EFFECT AS OF THE
EFFECTIVE DATE.
- IV. DOWNTOWN DORAL DMU PUD REGULATIONS (CITY OF DORAL
ORDINANCE NOS. 2006-05, 2012-08; 2016-17; AND 2022-36).
- V. URBAN DESIGN GUIDELINES (PATTERN BOOK, DATED 2006 and as last
modified by Ordinance 2022-36).

EXHIBIT "4"

**AMENDED EXHIBIT "A" TO MASTER DEVELOPMENT AGREEMENT
INCLUDING SOUTH TRANSFER PROPERTY**

LEGAL DESCRIPTION OF PROPERTY

[AMENDED EXHIBIT A FOLLOWS]

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION:

A portion of Tract "A", WHITE VIEW SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 157, at Page 18, of the Public Records of Miami-Dade County, Florida, more particularly described as follows:

COMMENCE at the Southwest corner of Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida; thence North 00° 00' 00" East as a basis of bearing along the West line of said Section 22, a distance of 418.30 feet; thence South 85° 39' 00" East, a distance of 43.07 feet to the **POINT OF BEGINNING** of the following described parcel of land and the beginning of a curve to the right (the following three (3) courses are along the East Right-of-Way line of NW 87th Avenue), a radial line to that point bears North 86° 46' 51" West;

THENCE 78.48 feet along the arc of said curve, said curve having a radius of 1869.86 feet, and a central angle of 02° 24' 17", to the point of intersection with a tangent line;

THENCE North 05° 37' 30" East along said line, a distance of 300.00 feet to the point of intersection with a tangent curve to the left;

THENCE 326.91 feet along the arc of said curve, said curve having a radius of 1949.86 feet and a central angle of 09° 36' 22", to the point of intersection with a non-tangent line, a radial line to that point bears North 86° 01' 08" East;

THENCE North 87° 45' 36" East along said line, a distance of 134.24 feet;

THENCE South 53° 14' 24" East, a distance of 200.00 feet;

THENCE South 01° 45' 36" West, a distance of 389.07 feet;

THENCE South 85° 38' 10" West, a distance of 104.38 feet;

THENCE South 07° 00' 00" West, a distance of 209.17 feet;

THENCE North 84° 22' 30" West, a distance of 40.66 feet;

THENCE North 85° 39' 00" West, a distance of 152.90 feet to the **POINT OF BEGINNING**.

EXHIBIT "A" (Continued)

TOGETHER WITH:

LEGAL DESCRIPTION: TRACT A

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 53 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA; SAID PARCEL CONTAINS THE FOLLOWING: ALL OF TRACTS 1, 2, 3, 8, 9, 13, 17, 20, 33 THROUGH 38 OF KOGER EXECUTIVE CENTER, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 91, AT PAGE 38; AND ALL OF TRACTS C, E, A PORTION OF TRACT A AND TRACT D LESS THE EAST 34.02 FEET THEREOF, OF KOGER CENTER PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 108 AT PAGE 15; AND ALL OF TRACTS A, B, C AND D OF THE KOGER CENTER, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 132 AT PAGE 73 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; AND PORTIONS OF N.W. 52ND STREET, N.W. 53RD STREET, N.W. 53RD TERRACE, N.W. 54TH STREET, N.W. 84TH AVENUE AND N.W. 87TH AVENUE RIGHT-OF-WAY; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF THE NORTH 1/4 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 22, SAID POINT LYING AT THE INTERSECTION OF THE CENTERLINE OF N.W. 87TH AVENUE AND THE WESTERLY PROLONGATION OF THE SOUTH LINE OF SAID TRACT 1; THENCE NORTH 00°04'32" EAST ALONG SAID CENTERLINE OF N.W. 87TH AVENUE FOR A DISTANCE OF 327.72 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N.W. 52ND STREET; THENCE SOUTH 88°37'50" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 942.50 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 94.25 FEET TO A POINT OF TANGENCY; SAID POINT LYING ON THE CENTERLINE OF N.W. 84TH AVENUE; THENCE NORTH 01°22'10" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 1157.54 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 94.25 FEET TO A POINT OF TANGENCY; SAID POINT LYING ON THE CENTERLINE OF N.W. 53RD TERRACE, THENCE NORTH 88°37'50" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 128.46 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE WEST LINE OF SAID TRACT 20; THENCE NORTH 01°22'10" EAST ALONG SAID SOUTHERLY PROLONGATION, THE WEST LINE OF SAID TRACT 20 AND THE NORTHERLY PROLONGATION THEREOF FOR A DISTANCE OF 376.10 FEET TO A POINT LYING ON THE CENTERLINE OF N.W. 54TH STREET; THENCE SOUTH 88°35'49" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 489.99 FEET; THENCE CONTINUE ALONG SAID CENTERLINE SOUTH 88°34'40" EAST FOR A DISTANCE OF 1322.81 FEET; THENCE CONTINUE ALONG SAID CENTERLINE SOUTH 88°34'40" EAST FOR 748.10 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE EAST LINE OF SAID TRACT 38; THENCE SOUTH 01°21'30" WEST ALONG SAID NORTHERLY PROLONGATION, SAID EAST LINE AND SOUTHERLY PROLONGATION THEREOF TO A POINT LYING ON THE CENTERLINE OF N.W. 53RD STREET; THENCE NORTH 88°38'30" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 18.92 FEET TO THE INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE WEST LINE OF THE EAST 34.02 FEET OF SAID TRACT D; THENCE SOUTH 01°21'30" WEST ALONG SAID NORTHERLY PROLONGATION AND WEST LINE OF THE EAST 34.02 FEET OF TRACT D FOR A DISTANCE OF 312.21 FEET TO A POINT LYING ON THE SOUTH LINE OF SAID TRACT D; THENCE NORTH 88°39'27" WEST FOR A DISTANCE OF 713.72

EXHIBIT "A" (Continued)

LEGAL DESCRIPTION: TRACT A (CONTINUED)

FEET TO THE SOUTHWEST CORNER OF SAID TRACT C OF KOGER CENTER PARK; THENCE SOUTH 00°00'17" EAST ALONG THE EAST LINE OF SAID TRACT B FOR A DISTANCE OF 859.97 FEET TO THE SOUTHEAST CORNER OF SAID TRACT C, SAID POINT ALSO BEING THE CENTER OF SAID SECTION 22; THENCE NORTH 88°37'50" WEST ALONG THE SOUTH LINE OF SAID TRACT C, TRACT D AND THE WESTERLY PROJECTION THEREOF FOR A DISTANCE OF 1322.78 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 9; THENCE SOUTH 00°03'00" WEST FOR A DISTANCE OF 663.09 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 3; THENCE NORTH 88°30'43" WEST ALONG THE SOUTH LINE OF SAID TRACTS 3, 2, 1 AND THE WESTERLY PROLONGATION THEREOF FOR A DISTANCE OF 1323.14 FEET TO THE POINT OF BEGINNING, CONTAINING 74.255 ACRES, MORE OR LESS.

LEGAL DESCRIPTION: TRACT B

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 53 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA; SAID PARCEL CONTAINS THE FOLLOWING: ALL OF TRACTS 4, 5, 7, 8, 10, 11, 12, 14, 15, 16, 18, AND 19 OF KOGER EXECUTIVE CENTER, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 91, AT PAGE 38 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; AND PORTIONS OF N.W. 52ND STREET, N.W. 53RD STREET, N.W. 53RD TERRACE, N.W. 54TH STREET, N.W. 84TH AVENUE AND N.W. 87TH AVENUE RIGHT-OF-WAY; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 22, SAID POINT LYING AT THE INTERSECTION OF THE CENTERLINE OF N.W. 87TH AVENUE AND THE CENTERLINE OF N.W. 54TH STREET, THENCE SOUTH 88°35'49" EAST ALONG THE SAID CENTERLINE OF N.W. 54TH STREET FOR A DISTANCE OF 852.42 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE EAST LINE OF SAID TRACT 19; THENCE SOUTH 01°22'10" WEST ALONG SAID NORTHERLY PROLONGATION AND THE EAST LINE OF SAID TRACT 19 AND THE SOUTHERLY PROLONGATION THEREOF FOR A DISTANCE OF 376.10 FEET TO THE INTERSECTION WITH THE CENTERLINE OF N.W. 53RD TERRACE; THENCE SOUTH 88°37'50" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 128.48 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 80.00 FEET, AND A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 94.25 TO A POINT OF TANGENCY; SAID POINT LYING ON THE CENTERLINE OF N.W. 84TH AVENUE; THENCE SOUTH 01°22'10" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 1167.54 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 94.25 FEET TO A POINT OF TANGENCY; SAID POINT LYING ON THE CENTERLINE OF N.W. 52ND STREET; THENCE NORTH 88°37'50" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 942.50 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N.W. 87TH AVENUE; THENCE NORTH 00°04'32" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 332.62 FEET; THENCE CONTINUE ALONG SAID CENTERLINE NORTH 00°01'53" EAST FOR A DISTANCE OF 1321.96 FEET TO THE POINT OF BEGINNING, CONTAINING 37.128 ACRES, MORE OR LESS.

EXHIBIT "A" (Continued)

LEGAL DESCRIPTION: TRACT C

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 53 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA; SAID PARCEL CONTAINS THE FOLLOWING: ALL OF TRACT 39 OF KOGER EXECUTIVE CENTER, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 91, AT PAGE 38; ALL OF TRACT E AND THE EAST 34.02 FEET OF TRACT D, KOGER CENTER PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 106, AT PAGE 15 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; AND PORTIONS OF N.W. 53RD STREET, N.W. 54TH STREET AND N.W. 79TH AVENUE RIGHT-OF-WAY; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 22 SAID POINT LYING AT THE INTERSECTION OF THE CENTERLINE OF N.W. 79TH AVENUE AND THE EASTERLY PROLONGATION OF SAID TRACT E, THENCE NORTH 88°39'27" WEST ALONG THE SAID EASTERLY PROLONGATION OF TRACT E AND THE SOUTH LINE OF TRACT E AND D RESPECTIVELY FOR A DISTANCE OF 609.03 FEET; THENCE NORTH 01°21'30" EAST ALONG THE WEST LINE OF THE EAST 34.02 FEET OF SAID TRACT D AND ITS NORTHERLY PROLONGATION THEREOF FOR A DISTANCE OF 312.21 TO A POINT LYING ON THE CENTERLINE OF N.W. 53RD STREET; THENCE SOUTH 88°38'30" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 18.92 FEET; THENCE NORTH 01°21'30" EAST ALONG THE SOUTHERLY PROLONGATION OF THE WEST LINE OF TRACT 39, THE WEST LINE THEREOF, AND THE NORTHERLY PROLONGATION THEREOF FOR A DISTANCE OF 347.21 FEET TO A POINT LYING ON THE CENTERLINE OF N.W. 54TH STREET; THENCE SOUTH 88°34'40" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 574.16 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF N.W. 79TH AVENUE; THENCE SOUTH 00°01'43" EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 859.33 FEET TO THE POINT OF BEGINNING, CONTAINING 8.946 ACRES, MORE OR LESS.

EXHIBIT "A" (Continued)

TOGETHER WITH:

A portion of REVISED PLAT OF ORIZABA, according to the plat thereof as recorded in Plat Book 43, Page 71, of the Public Records of Miami-Dade County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of Tract A, of "WHITE VIEW SUBDIVISION", according to the plat thereof, as recorded in Plat Book 157, Page 18, of the Public Records of Miami-Dade County, Florida, said point being on the arc of a circular curve to the left, concave to the Southwest, a radial line from said point bears S86°01'08"W; the next described four (4) courses and distances being along the Easterly Right-of-way line of NW 87th Avenue as shown on the plat of DORAL RIGHT-OF-WAY, according to the plat thereof, as recorded in Plat Book 104, at Page 93, of the Public Records of Miami-Dade County, Florida; 1) thence Northerly along the arc of said curve, having for its elements a radius of 1949.86 feet, through a central angle of 03°05'02" for an arc distance of 104.95 feet to a point of tangency; 2) thence N07°03'54"W for a distance of 200.00 feet to a point of curvature of a circular curve to the right, concave to the East; 3) thence Northerly along the arc of said curve, having for its elements a radius of 1105.92 feet, through a central angle of 07°03'54" for an arc distance of 136.37 feet to a point of tangency; 4) thence North for a distance of 123.72 feet; the next four (4) courses and distances being along the East Right-of-way line of NW 87th Avenue as shown on the plat of "DOWNTOWN DORAL SOUTH - PHASE ONE", according to the plat thereof as recorded in Plat Book 173, at Page 23, of the Public Records of Miami-Dade County, Florida; 1) thence N13°29'45"E for a distance of 51.42 feet; 2) thence North for a distance of 100.10 feet to the POINT OF BEGINNING of the following described Parcel of Land; 3) thence continue North for a distance of 100.04 feet; 4) thence N45°41'51"E for a distance of 34.92 feet to a point on a line 23.29 feet South of and parallel with the North line of the South 1/2, of the Northwest 1/4, of the Southwest 1/4 of Section 22, Township 53 South, Range 40 East, City of Doral, Miami-Dade County, Florida; thence S88°36'17"E, along the last described line for a distance of 360.51 feet to its intersection with the Westerly Right-of-way line of NW 85th Avenue, as shown on said plat of "DOWNTOWN DORAL SOUTH - PHASE ONE"; thence S01°23'43"W, along the last described line for a distance of 125.00 feet; thence N88°36'17"W, along a line 148.29 feet South of and parallel with the North line of the South 1/2, of the Northwest 1/4, of the Southwest 1/4 of said Section 22 for a distance of 382.57 feet to the POINT OF BEGINNING.

TOGETHER WITH:

A portion of that certain RIGHT-OF-WAY for N.W. 87th Avenue and N.W. 51st Terrace, Closed, Vacated and Discontinued from Public use by Resolution No. 21-002, being more particularly described as follows:

BEGIN at aforementioned POINT OF BEGINNING; the next three (3) courses and distances being along the East Right-of-way line of NW 87th Avenue as shown on the plat of "DOWNTOWN DORAL SOUTH - PHASE ONE", according to the plat thereof as recorded in Plat Book 173, at Page 23, of the Public Records of Miami-Dade County, Florida; 1) thence continue NORTH for distance of 100.04 feet; 2) thence N45°41'51"E for a distance of 34.92 feet to a point on a line 23.29 feet South of and parallel with the said North line of the South 1/2, of the Northwest 1/4, of the Southwest 1/4 of said Section 22; 3) thence S88°36'17"E, along the last described line for a distance of 360.51 feet to its intersection with the Westerly Right-of-way line of NW 85th Avenue, as shown on said plat of "DOWNTOWN DORAL SOUTH - PHASE ONE"; thence N01°23'43"E, along the Northerly Extension of the last described line for a distance of 23.29 feet to its intersection with the said North line of the South 1/2, of the Northwest 1/4, of the Southwest 1/4 of said Section 22; thence N88°36'17"W, along the last described line for a distance of 398.18 feet to its intersection with said East Right-of-way Line of N.W. 87th AVENUE; thence SOUTH, along the last described Line for a distance of 148.33 feet; thence S88°36'17"E for a distance of 12.00 feet to the POINT OF BEGINNING.

ALL OF THE ABOVE DESCRIBED LAND CONTAINING 58,778 SQUARE FEET AND/OR 1.35 ACRES MORE OR LESS.

EXHIBIT "5"

FORM

This instrument was prepared by:

Joseph G. Goldstein, Esq.
Holland & Knight LLP
701 Brickell Avenue, Suite 3300
Miami, Florida 33131

**NOTICE OF ACKNOWLEDGMENT OF
MINOR MODIFICATIONS FOR THE DOWNTOWN DORAL
MIXED USE PLANNED UNIT DEVELOPMENT PROJECT**

In accordance with the Third Amendment to Master Development Agreement for Downtown Doral, recorded in Official Records Book ____ at Page ____ of the Public Records of Miami-Dade County, Florida (the "Third Amendment"), for the Downtown Doral Mixed Use Planned Unit Development located on the real property legally described in the attached EXHIBIT A, notice is hereby given of the Developer's exercise of a conversion of the Third Amended Program permitted uses in accordance with the Land Use Equivalency Matrix provided EXHIBIT B as follows:

- [INSERT CONVERSION DESCRIPTION]

All other uses within the Third Amended Program would remain unchanged. A copy of the approvals associated with the Downtown Doral Mixed Use Planned Unit Development, may be examined in the office of the City Clerk, 8401 NW 53 Terrace, Doral, Florida 33166.

The recordation of this Notice shall not constitute a lien, cloud or encumbrance on any real property, or actual nor constructive notice of any of the same.

CITY OF DORAL, FLORIDA

By: _____

Name:

Title: Director, Planning and Zoning Department

_____ day of _____, 202_____

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

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 202___, by _____, who executed the foregoing instrument for the purposes therein contained and who is personally known to me or who has produced _____ as identification.

[NOTARIAL SEAL]

Print Name: _____
Notary Public, State of Florida
Commission #: _____
My Commission Expires: _____

DEVELOPER:

CM DORAL DEVELOPMENT COMPANY,
LLC, a Delaware limited liability company

By: CODINA MANAGER, LLC, its Manager

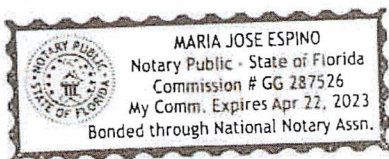
By: *Rafael Romero*
Name: RAFAEL ROMERO
Title: Vice President

_____ day of _____, 202__

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

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 9th day of February, 202__, by Rafael Romero, as Vice President of Codina Manager, LLC, a Delaware limited liability company, the Manager of CM Doral Development Company, LLC, a Delaware limited liability company (the "Company"), which is the Developer of the Downtown Doral Mixed Use Planned Unit Development project, on behalf of the Company, who is personally known to me or who has produced _____ as identification.

[NOTARIAL SEAL]



Maria Espino
Print Name: Maria Espino
Notary Public, State of Florida
Commission #: GG 287526
My Commission Expires: 04/22/2023

EXHIBIT A

DOWNTOWN DORAL LEGAL DESCRIPTION

EXHIBIT B

Land Use Exchange Matrix Downtown Dorai

From:		To:					
		Office	Retail	Condo/TH	Elementary School	Middle School	High School
Office	1,000 SF converts into:	1,000 SF	985.87 SF	3.50 DU	11.3 Students	10.51 Student	12.8 Student
Specialty Retail	1,000 SF converts into:	1,014.33 SF	1,000 SF	3.55 DU	11.4 Students	10.66 Student	12.98 Student
Res. Condo/Townhouse	1 DU converts into:	285.70 SF	281.66 SF	1 DU	3.2 Students	3.00 Student	3.66 Student
Elementary School	1 Student converts into:	88.87 SF	87.62 SF	0.31 DU	1 Student	0.93 Student	1.14 Student
Middle School	1 Student converts into:	95.18 SF	93.83 SF	0.33 DU	1.1 Student	1 Student	1.22 Student
High School	1 Student converts into:	78.13 SF	77.03 SF	0.27 DU	0.9 Student	0.82 Student	1 Student

Source: David Plummer and Associates, Inc

This Instrument was Prepared by:
Tracy R. Slavens
Holland & Knight LLP
701 Brickell Avenue Suite 3000
Miami, Florida 33131

**FIRST AMENDMENT TO AMENDED AND RESTATED MASTER DEVELOPMENT
AGREEMENT FOR DOWNTOWN DORAL SOUTH**

This First Amendment (the "First Amendment") to the Amended and Restated Master Development Agreement is made as of the 22 day of April, 2022, by and between CC HOMES AT DORAL, LLC, a Florida limited liability company, WHITE COURSE LENNAR, LLC, a Florida limited liability company, and CC-WCD TIC, LLC, a Delaware limited liability company (collectively, the "Developers"), and the CITY OF DORAL, FLORIDA, a Florida municipal corporation (the "City"). The Developers and the City may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Developers are the owners of those certain parcels of land located within the boundaries of the City commonly known as Downtown Doral South, the legal description of which is attached hereto and made a part hereof as Exhibit 1 (the "Existing DDS Property");

WHEREAS, the Developers and the City are Parties to the Amended and Restated Master Development Agreement dated November 2, 2016, and recorded in Official Records Book 30296 at Page 1525 in the Public Records of Miami-Dade County, Florida (the "Master Development Agreement");

WHEREAS, the Master Development Agreement was entered into and recorded in connection with the approval of the development of the project known as Downtown Doral South, a mixed-use urban center Downtown Mixed Use Planned Unit Development (PUD);

WHEREAS, the City has adopted Land Development Regulations which assigned Downtown Mixed Use (DMU) zoning to the Existing DDS Property, which regulations currently govern the Existing DDS Property;

WHEREAS, Paragraph 19 of the Master Development Agreement states that the Master Development Agreement may be modified by a written instrument signed by the City and the Developer after public hearing;

WHEREAS, the Developers desire to transfer ± 1.35 acres of land, as legally described in Exhibit 2 attached hereto and made a part hereof (the "Transfer Property"), and the square footage assigned to it from the Downtown Doral South DMU to the Downtown Doral DMU;

WHEREAS, as a result of the redesignation of the Transfer Property to Downtown Doral DMU the Developers seek to amend the Master Development Agreement to modify paragraph 5 a), entitled “Permitted Development Uses” and Exhibit “A,” entitled “Legal Description of Property”;

WHEREAS, this Amendment to the Master Development Agreement was modified by City of Doral City Council pursuant to Ordinance No. 2022-37 on March 23, 2022 (the “Amended Approval”); and

WHEREAS, the approval of this First Amendment to the Master Development Agreement was issued following a recommendation by the City’s Land Planning Agency on January 26, 2022 first reading by the City Council on January 26, 2022, and second reading by the City Council on March 23, 2022; and

WHEREAS, the Developer and the City desire to modify certain terms and provisions of the Master Development Agreement pursuant to the Amended Approval as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree to amend the Master Development Agreement as follows:

A. Recitals. The Recitals are true and correct and incorporated herein by reference and made a part hereof.

B. Capitalized Terms. Capitalized terms used herein and not otherwise defined herein shall have the meaning provided in the Master Development Agreement.

C. Paragraph 5 a) of the Master Development Agreement, entitled “Permitted Development Uses” is hereby amended to read as follows:

a) Permitted Development Uses. The Project Approvals are the binding development guidelines for the Property. A list of the documents which comprise the Project Approvals are attached hereto as Exhibit D. The official Project Approval documents are on file with the City. In granting the Project Approvals, the City Council has determined that the Project meets the creative excellence standards set forth by Chapter 86, Article IV of the Land Development Regulations. The following table provides the development program approved by the City (the “Initial Adopted Development Program”), as amended by this First Amendment (the “Amended Development Program”):

Use	Amended and Restated Program (as approved by Ordinance No. 2016-18)	Modified Amended and Restated Program Including Transfers and Conversions (pursuant to Notice and Acknowledgement Satisfying School Obligation and Mutual Agreement with City of Doral dated March 6, 2018)	2022 Transfer of Entitlements Assigned to Property	First Amended and Restated Program (as approved by Ordinance No. 2022-___)***
Residential Dwelling Units	2,209 d.u.	2,599 d.u.*		2,599 d.u.
Retail/Commercial/Restaurant	30,000 s.f.	30,000 s.f.		30,000 s.f.
Office	150,000 s.f.	135,000 s.f.	- 15,000 s.f.	120,000 s.f.
Performing and Visual Arts Auditorium/Civic	Up to 7 acres	Up to 7 acres		Up to 7 acres
Upper School (grades 6-12)	1,300 student stations	0**		0
Publicly Accessible Recreational Land	+/-7.6 acres	+/-7.6 acres		+/-7.6 acres

* this includes a conversion of 1,300 students from the Upper School use to Residential use.

** this includes a reduction of 1,300 students to increase Residential use.

*** includes the reduction in entitlements as a result of the annexation of the Property to the Downtown Doral DMU.

D. Exhibit "A" of the Master Development Agreement, entitled "Legal Description of Property" is hereby amended as provided in Exhibit 3 hereto and made a part hereof.

E. Except as modified and amended hereby the terms and provisions of the Amended and Restated Master Development Agreement are hereby ratified and confirmed and shall remain in full force and effect.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY:

CITY OF DORAL, FLORIDA

ATTEST:



City Clerk

By: 

Name: Herman M. Organvitez

Title: Acting City Manager

22 day of April, 2022

Approved as to form and legality
By office of City Attorney for
The City of Doral, Florida



City Attorney

WITNESSES:

[Signature]
Signature

Marc Szasz
Print Name

[Signature]
Signature

Amanda Nieto
Print Name

DEVELOPER:

White Course Lennar, LLC,
a Florida limited liability company
By: Lennar Homes, LLC,
a Florida limited liability company, its Manager

[Signature]
By: Greg McPherson

Title: Vice President

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

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 29 day of March, 2022, by Greg McPherson as Vice President of White Course Lennar, LLC, a Florida limited company, on behalf of the company, who is personally known to me or who has produced _____ as identification.

[NOTARIAL SEAL]



ALANA DAGROSA
Commission # HH 237662
Expires June 28, 2025

[Signature]
Print Name: Alana DaGrosa
Notary Public, State of Florida
Commission #: HH 237662
My Commission Expires: June 28, 2025

EXHIBIT "1"

LEGAL DESCRIPTION OF EXISTING DDS PROPERTY

The Southeast quarter (S.E. 1/4) of the Southwest quarter (S.W. 1/4) and the Southwest quarter (S.W. 1/4) of the Southeast quarter (S.E. 1/4) and the Southwest quarter (S.W. 1/4) of the Southwest quarter (S.W. 1/4) of Section 22, Township 53 South, Range 40 East, Dade County, Florida.

TOGETHER WITH:

The South half (S. 1/2) of the Northwest quarter (N.W. 1/4) of the Southwest quarter (S.W. 1/4) and the South half (S. 1/2) of the Northeast quarter (N.E. 1/4) of the Southwest quarter (S.W. 1/4) and the South half (S. 1/2) of the Northwest quarter (N.W. 1/4) of the Southeast quarter (S.E. 1/4), all in Section 22, Township 53 South, Range 40 East, Dade County, Florida.

LESS:

The Southeast quarter (S.E. 1/4) of the Northwest quarter (N.W. 1/4) of the Southeast quarter (S.E. 1/4) of Section 22, Township 53 South, Range 40 East, Dade County, Florida.

ALSO LESS:

The East half (E. 1/2) of the Southwest quarter (S.W. 1/4) of the Southeast quarter (S.E. 1/4) of Section 22, Township 53 South, Range 40 East, Dade County, Florida.

ALSO LESS:

The South 80 feet of the Southwest quarter (S.W. 1/4) of Section 22, Township 53 South, Range 40 East, Dade County, Florida.

ALSO LESS:

The South 80 feet of the West half (W. 1/2) of the Southwest quarter (S.W. 1/4) of the Southeast quarter (S.E. 1/4) of Section 22, Township 53 South, Range 40 East, Dade County, Florida.

ALSO LESS:

That portion of the Plat of DORAL RIGHT OF WAY, according to the Plat thereof as recorded in Plat Book 104, Page 93, of the Public Records of Dade County, Florida, lying East of the West line of the Southwest quarter (S.W. 1/4) of Section 22, Township 53 South, Range 40 East, Dade County, Florida.

ALSO LESS:

A Parcel of land lying in the S.W. 1/4 of Section 22, Township 53 South, Range 40 East, being more particularly described as follows:

COMMENCE at the southwest corner of said Section 22; thence run North, along the west line of the S.W. 1/4 of said Section 22 and along the centerline of N.W. 87th Avenue as shown on the plat of DORAL RIGHT OF WAY, Plat Book 104, Page 93, for a distance of 103.05 feet to a point; thence run East for a distance of 40.00 feet to a point on the east right-of-way line of said N.W. 87th Avenue and the POINT OF BEGINNING of the following described parcel of land; thence run North, along said easterly right-of-way line of N.W. 87th Avenue, for a distance of 206.95 feet to the point of curvature of a circular curve to the right having a radius of 1,869.86 feet; thence run Northeasterly, along said east right-of-way line of N.W. 87th Avenue and along the arc of said curve for a distance of 183.57 feet, through a central angle of $5^{\circ}37'30''$ to the point of tangency; thence run North $05^{\circ}37'30''$ East, along said east right-of-way line of N. W. 87th Avenue, for a distance of 300.00 feet to the point of curvature of a circular curve to the left having a radius of 1,949.86 feet; thence run Northerly, along said east right-of-way line of N.W. 87th Avenue and along the arc of said curve, for a distance of 326.91 feet, through a central angle of $9^{\circ}36'22''$ to a point; thence run North $87^{\circ}45'52''$ East for a distance of 134.24 feet to a point; thence run South $53^{\circ}14'24''$ East for a distance of 200.00 feet to a point; thence run South $01^{\circ}45'36''$ West for a distance of 665.00 feet to a point; thence run South $88^{\circ}14'24''$ East for a distance of 630.00 feet to a point; thence run North $01^{\circ}45'36''$ East for a distance of 239.29 feet to a point; thence run North $78^{\circ}45'36''$ East for a distance of 75.00 feet to a point; thence run South $11^{\circ}14'24''$ East for a distance of 540.00 feet to a point on the north right-of-way line of N.W. 41st Street; thence run North $88^{\circ}14'24''$ West, along the north right-of-way line of N.W. 41st Street and along the line parallel to and 80.00 feet North of the south line of the S.W. 1/4 of said Section 22, for a distance of, 1,109.20 feet to the point of curvature of a circular curve to the right having a radius of 25.00 feet; thence run Northwesterly, along the east right-of-way line of the aforementioned N.W. 87th Avenue and along the arc of said curve, for a distance of 38.50 feet, through a central angle of $88^{\circ}14'24''$ to the point of tangency and the POINT OF BEGINNING.

Said lands lying in Dade County, Florida, containing 130.15 acres more or less.

EXHIBIT "2"

LEGAL DESCRIPTION OF TRANSFER PROPERTY

A portion of REVISED PLAT OF ORIZABA, according to the plat thereof as recorded in Plat Book 43, Page 71, of the Public Records of Miami-Dade County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of Tract A, of "WHITE VIEW SUBDIVISION", according to the plat thereof, as recorded in Plat Book 157, Page 18, of the Public Records of Miami-Dade County, Florida, said point being on the arc of a circular curve to the left, concave to the Southwest, a radial line from said point bears S86°01'08"W; the next described four (4) courses and distances being along the Easterly Right-of-way line of NW 87th Avenue as shown on the plat of DORAL RIGHT-OF-WAY, according to the plat thereof, as recorded in Plat Book 104, at Page 93, of the Public Records of Miami-Dade County, Florida; 1) thence Northerly along the arc of said curve, having for its elements a radius of 1949.86 feet, through a central angle of 03°05'02" for an arc distance of 104.95 feet to a point of tangency; 2) thence N07°03'54"W for a distance of 200.00 feet to a point of curvature of a circular curve to the right, concave to the East; 3) thence Northerly along the arc of said curve, having for its elements a radius of 1105.92 feet, through a central angle of 07°03'54" for an arc distance of 136.37 feet to a point of tangency; 4) thence North for a distance of 123.72 feet; the next four (4) courses and distances being along the East Right-of-way line of NW 87th Avenue as shown on the plat of "DOWNTOWN DORAL SOUTH - PHASE ONE", according to the plat thereof as recorded in Plat Book 173, at Page 23, of the Public Records of Miami-Dade County, Florida; 1) thence N13°29'45"E for a distance of 51.42 feet; 2) thence North for a distance of 100.10 feet to the POINT OF BEGINNING of the following described Parcel of Land; 3) thence continue North for a distance of 100.04 feet; 4) thence N45°41'51"E for a distance of 34.92 feet to a point on a line 23.29 feet South of and parallel with the North line of the South 1/2, of the Northwest 1/4, of the Southwest 1/4 of Section 22, Township 53 South, Range 40 East, City of Doral, Miami-Dade County, Florida; thence S88°36'17"E, along the last described line for a distance of 360.51 feet to its intersection with the Westerly Right-of-way line of NW 85th Avenue, as shown on said plat of "DOWNTOWN DORAL SOUTH - PHASE ONE"; thence S01°23'43"W, along the last described line for a distance of 125.00 feet; thence N88°36'17"W, along a line 148.29 feet South of and parallel with the North line of the South 1/2, of the Northwest 1/4, of the Southwest 1/4 of said Section 22 for a distance of 382.57 feet to the POINT OF BEGINNING.

TOGETHER WITH:

A portion of that certain RIGHT-OF-WAY for N.W. 87th Avenue and N.W. 51st Terrace, Closed, Vacated and Discontinued from Public use by Resolution No. 21-002, being more particularly described as follows:

BEGIN at aforementioned POINT OF BEGINNING; the next three (3) courses and distances being along the East Right-of-way line of NW 87th Avenue as shown on the plat of "DOWNTOWN DORAL SOUTH - PHASE ONE", according to the plat thereof as recorded in Plat Book 173, at Page 23, of the Public Records of Miami-Dade County, Florida; 1) thence continue NORTH for distance of 100.04 feet; 2) thence N45°41'51"E for a distance of 34.92 feet to a point on a line 23.29 feet South of and parallel with the said North line of the South 1/2, of

the Northwest 1/4, of the Southwest 1/4 of said Section 22; 3) thence S88°36'17"E, along the last described line for a distance of 360.51 feet to its intersection with the Westerly Right-of-way line of NW 85th Avenue, as shown on said plat of "DOWNTOWN DORAL SOUTH - PHASE ONE"; thence N01°23'43"E, along the Northerly Extension of the last described line for a distance of 23.29 feet to its intersection with the said North line of the South 1/2, of the Northwest 1/4, of the Southwest 1/4 of said Section 22; thence N88°36'17"W, along the last described line for a distance of 398.18 feet to its intersection with said East Right-of-way Line of N.W. 87th AVENUE; thence SOUTH, along the last described Line for a distance of 148.33 feet; thence S88°36'17"E for a distance of 12.00 feet to the POINT OF BEGINNING.

ALL OF THE ABOVE DESCRIBED LAND CONTAINING 58,778 SQUARE FEET AND/OR 1.35 ACRES MORE OR LESS.

EXHIBIT "3"

**AMENDED EXHIBIT A TO MASTER DEVELOPMENT AGREEMENT
LEGAL DESCRIPTION OF PROPERTY**

[AMENDED EXHIBIT A FOLLOWS]

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The Southeast quarter (S.E. 1/4) of the Southwest quarter (S.W. 1/4) and the Southwest quarter (S.W. 1/4) of the Southeast quarter (S.E. 1/4) and the Southwest quarter (S.W. 1/4) of the Southwest quarter (S.W. 1/4) of Section 22, Township 53 South, Range 40 East, Dade County, Florida.

TOGETHER WITH:

The South half (S. 1/2) of the Northwest quarter (N.W. 1/4) of the Southwest quarter (S.W. 1/4) and the South half (S. 1/2) of the Northeast quarter (N.E. 1/4) of the Southwest quarter (S.W. 1/4) and the South half (S. 1/2) of the Northwest quarter (N.W. 1/4) of the Southeast quarter (S.E. 1/4), all in Section 22, Township 53 South, Range 40 East, Dade County, Florida.

LESS:

A portion of REVISED PLAT OF ORIZABA, according to the plat thereof as recorded in Plat Book 43, Page 71, of the Public Records of Miami-Dade County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of Tract A, of "WHITE VIEW SUBDIVISION", according to the plat thereof, as recorded in Plat Book 157, Page 18, of the Public Records of Miami-Dade County, Florida, said point being on the arc of a circular curve to the left, concave to the Southwest, a radial line from said point bears S86°01'08"W; the next described four (4) courses and distances being along the Easterly Right-of-way line of NW 87th Avenue as shown on the plat of DORAL RIGHT-OF-WAY, according to the plat thereof, as recorded in Plat Book 104, at Page 93, of the Public Records of Miami-Dade County, Florida; 1) thence Northerly along the arc of said curve, having for its elements a radius of 1949.86 feet, through a central angle of 03°05'02" for an arc distance of 104.95 feet to a point of tangency; 2) thence N07°03'54"W for a distance of 200.00 feet to a point of curvature of a circular curve to the right, concave to the East; 3) thence Northerly along the arc of said curve, having for its elements a radius of 1105.92 feet, through a central angle of 07°03'54" for an arc distance of 136.37 feet to a point of tangency; 4) thence North for a distance of 123.72 feet; the next four (4) courses and distances being along the East Right-of-way line of NW 87th Avenue as shown on the plat of "DOWNTOWN DORAL SOUTH - PHASE ONE", according to the plat thereof as recorded in Plat Book 173, at Page 23, of the Public Records of Miami-Dade County, Florida; 1) thence N13°29'45"E for a distance of 51.42 feet; 2) thence North for a distance of 100.10 feet to the POINT OF BEGINNING of the following described Parcel of Land; 3) thence continue North for a distance of 100.04 feet; 4) thence N45°41'51"E for a distance of 34.92 feet to a point on a line 23.29 feet South of and parallel with the North line of the South 1/2, of the Northwest 1/4, of the Southwest 1/4 of Section 22, Township 53 South, Range 40 East, City of Doral, Miami-Dade County, Florida; thence S88°36'17"E, along the last described line for a distance of 360.51 feet to its intersection with the Westerly Right-of-way line of NW 85th Avenue, as shown on said plat of "DOWNTOWN DORAL SOUTH - PHASE ONE"; thence S01°23'43"W, along the last described line for a distance of 125.00 feet; thence N88°36'17"W, along a line 148.29 feet South of and parallel with

the North line of the South 1/2, of the Northwest 1/4, of the Southwest 1/4 of said Section 22 for a distance of 382.57 feet to the POINT OF BEGINNING.

TOGETHER WITH:

A portion of that certain RIGHT-OF-WAY for N.W. 87th Avenue and N.W. 51st Terrace, Closed, Vacated and Discontinued from Public use by Resolution No. 21-002, being more particularly described as follows:

BEGIN at aforementioned POINT OF BEGINNING; the next three (3) courses and distances being along the East Right-of-way line of NW 87th Avenue as shown on the plat of "DOWNTOWN DORAL SOUTH - PHASE ONE", according to the plat thereof as recorded in Plat Book 173, at Page 23, of the Public Records of Miami-Dade County, Florida; 1) thence continue NORTH for distance of 100.04 feet; 2) thence N45°41'51"E for a distance of 34.92 feet to a point on a line 23.29 feet South of and parallel with the said North line of the South 1/2, of the Northwest 1/4, of the Southwest 1/4 of said Section 22; 3) thence S88°36'17"E, along the last described line for a distance of 360.51 feet to its intersection with the Westerly Right-of-way line of NW 85th Avenue, as shown on said plat of "DOWNTOWN DORAL SOUTH - PHASE ONE"; thence N01°23'43"E, along the Northerly Extension of the last described line for a distance of 23.29 feet to its intersection with the said North line of the South 1/2, of the Northwest 1/4, of the Southwest 1/4 of said Section 22; thence N88°36'17"W, along the last described line for a distance of 398.18 feet to its intersection with said East Right-of-way Line of N.W. 87th AVENUE; thence SOUTH, along the last described Line for a distance of 148.33 feet; thence S88°36'17"E for a distance of 12.00 feet to the POINT OF BEGINNING.

ALSO LESS:

The Southeast quarter (S.E. 1/4) of the Northwest quarter (N.W. 1/4) of the Southeast quarter (S.E. 1/4) of Section 22, Township 53 South, Range 40 East, Dade County, Florida.

ALSO LESS:

The East half (E. 1/2) of the Southwest quarter (S.W. 1/4) of the Southeast quarter (S.E. 1/4) of Section 22, Township 53 South, Range 40 East, Dade County, Florida.

ALSO LESS:

The South 80 feet of the Southwest quarter (S.W. 1/4) of Section 22, Township 53 South, Range 40 East, Dade County, Florida.

ALSO LESS:

The South 80 feet of the West half (W. 1/2) of the Southwest quarter (S.W. 1/4) of the Southeast quarter (S.E. 1/4) of Section 22, Township 53 South, Range 40 East, Dade County, Florida.

ALSO LESS:

That portion of the Plat of DORAL RIGHT OF WAY, according to the Plat thereof as recorded in Plat Book 104, Page 93, of the Public Records of Dade County, Florida, lying East of the West line of the Southwest quarter (S.W. 1/4) of Section 22, Township 53 South, Range 40 East, Dade County, Florida.

ALSO LESS:

A Parcel of land lying in the S.W. 1/4 of Section 22, Township 53 South, Range 40 East, being more particularly described as follows:

COMMENCE at the southwest corner of said Section 22; thence run North, along the west line of the S.W. 1/4 of said Section 22 and along the centerline of N.W. 87th Avenue as shown on the plat of DORAL RIGHT OF WAY, Plat Book 104, Page 93, for a distance of 103.05 feet to a point; thence run East for a distance of 40.00 feet to a point on the east right-of-way line of said N.W. 87th Avenue and the POINT OF BEGINNING of the following described parcel of land; thence run North, along said easterly right-of-way line of N.W. 87th Avenue, for a distance of 206.95 feet to the point of curvature of a circular curve to the right having a radius of 1,869.86 feet; thence run Northeasterly, along said east right-of-way line of N.W. 87th Avenue and along the arc of said curve for a distance of 183.57 feet, through a central angle of 5°37'30" to the point of tangency; thence run North 05°37'30" East, along said east right-of-way line of N.W. 87th Avenue, for a distance of 300.00 feet to the point of curvature of a circular curve to the left having a radius of 1,949.86 feet; thence run Northerly, along said east right-of-way line of N.W. 87th Avenue and along the arc of said curve, for a distance of 326.91 feet, through a central angle of 9°36'22" to a point; thence run North 87°45'52" East for a distance of 134.24 feet to a point; thence run South 53°14'24" East for a distance of 200.00 feet to a point; thence run South 01°45'36" West for a distance of 665.00 feet to a point; thence run South 88°14'24" East for a distance of 630.00 feet to a point; thence run North 01°45'36" East for a distance of 239.29 feet to a point; thence run North 78°45'36" East for a distance of 75.00 feet to a point; thence run South 11°14'24" East for a distance of 540.00 feet to a point on the north right-of-way line of N.W. 41st Street; thence run North 88°14'24" West, along the north right-of-way line of N.W. 41st Street and along the line parallel to and 80.00 feet North of the south line of the S.W. 1/4 of said Section 22, for a distance of, 1,109.20 feet to the point of curvature of a circular curve to the right having a radius of 25.00 feet; thence run Northwesterly, along the east right-of-way line of the aforementioned N.W. 87th Avenue and along the arc of said curve, for a distance of 38.50 feet, through a central angle of 88°14'24" to the point of tangency and the POINT OF BEGINNING.

Said lands lying in Dade County, Florida, containing 128.80 acres more or less.

ORDINANCE No. 2021-36

AN ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING/DENYING THE THIRD AMENDMENT TO THE DOWNTOWN DORAL DOWNTOWN MIXED USE (DMU) MASTER DEVELOPMENT AGREEMENT, AND A MODIFICATION TO THE PATTERN BOOK FOR DOWNTOWN DORAL TO ANNEX A ±1.35 ACRE PARCEL OF LAND CURRENTLY PART OF THE DOWNTOWN DORAL SOUTH DMU PROPERTY, AND AN INCREASE OF 35,000 SQUARE FEET OF OFFICE SPACE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, CM Doral Development Company, LLC (the “Developer”) is the developer of those certain parcels of land located within the boundaries of the City of Doral (the “City”) commonly known as Downtown Doral, as legally described in “Exhibit A”; and

WHEREAS, the Developer and the City entered into a Master Development Agreement dated August 22, 2006, and recorded in Official Records Book 24968 at Page 2689 in the public records of Miami-Dade County, Florida; and

WHEREAS, the Master Development Agreement has been amended by that certain First Amendment to Master Development Agreement dated May 4, 2012, and recorded in Official Records Book 28099 at Page 1 in the public records of Miami-Dade County, Florida, and Second Master Development Agreement dated October 24, 2016, and recorded in Official Records Book 30287 at Page 843 in the public records of Miami-Dade County, Florida, and

WHEREAS, the Master Development Agreement was further modified by that certain Notice of Administrative Approval of Minor Modifications dated March 22, 2018, and recorded in Official Records Book 30911 at Page 7 in the public records of Miami-Dade County, Florida; and

WHEREAS, the Developer is requesting approval of the Third Amendment to Master Development Agreement and a modification to the Pattern Book for Downtown Doral Downtown Mixed Use (DMU), a ±124.2 acre parcel located between NW 87 Avenue and NW 79 Avenue on both sides of NW 53 Street (the “Property”); and

WHEREAS, the Developer seeks to amend Exhibit A to the Master Development Agreement, entitled “Legal Description of Property” to include ±1.35 acre parcel of land to the Downtown Doral Downtown Mixed Use (DMU) Property; and

WHEREAS, the Developer seeks to amend Paragraph 5(a) of the Master Development Agreement, entitled “Permitted Uses,” to include an additional 15,000 square feet of office use; and

WHEREAS, the Developer seeks to further amend Paragraph 5(a) of the Master Development Agreement, entitled “Permitted Uses,” to incorporate an additional 20,000 square feet of municipal/civic use to reflect the proposed Miami-Dade County library to be located at the southwest corner at the intersection of NW 84 Avenue and 53 Terrace, and undo the conversion of 20,000 square feet of office to municipal/civic use; and

WHEREAS, the Developer also seeks to amend Paragraph 5(a) of the Master Development Agreement, entitled “Permitted Uses,” to reflect current entitlements, which have been subject to various conversions pursuant to the Land Use Equivalency Matrix; and

WHEREAS, on January 26, 2022, the City Council of the City of Doral sitting as the Local Planning Agency (LPA) at a properly advertised hearing received testimony and evidence related to the proposed Third Amendment to Master Development

Agreement and modification to the Pattern Book for Downtown Doral DMU as required by state law and local ordinances; and

WHEREAS, on January 26, 2022, the City Council of the City of Doral at a properly advertised hearing (First Reading) received testimony and evidence related to the proposed Third Amendment to Master Development Agreement and modification to the Pattern Book for Downtown Doral DMU as required by state law and local ordinances; and

WHEREAS, on March 23, 2022, the City Council of the City of Doral at a properly advertised hearing (Second Reading) received testimony and evidence related to the proposed Third Amendment to Master Development Agreement and modification to the Pattern Book for Downtown Doral DMU as required by state law and local ordinances; and

WHEREAS, the Mayor and City Council finds that the adoption of this Ordinance is in the best interest of the health, safety and welfare of the residents of the City of Doral.

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

Section 1. Recitals. The foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance upon adoption hereof.

Section 2. Approval. The Mayor and City Council of the City of Doral hereby approve the Third Amendment to Master Development Agreement and modification to

the Pattern Book for Downtown Doral, revised October 2021, attached hereto as “Exhibit B” and “Exhibit C,” respectively.

Section 3. Severability. That if any section, subsection, sentence, clause, phrase, work or amount of this Ordinance shall be declared unconstitutional or invalid by competent authority, then the remainder of the Ordinance shall not be affected thereby and shall remain in full force and effect.

Section 4. Conflicts. All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are hereby repealed.

Section 5. Effective Date This Ordinance shall be effective immediately upon passage by the City Council on second reading.

The foregoing Ordinance was offered by Councilmember Mariaca, who moved its adoption. The motion was seconded by Vice Mayor Cabral upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED on FIRST READING this 26 day of January, 2022.

PASSED AND ADOPTED on SECOND READING this 23 day of March, 2022.



JUAN CARLOS BERMUDEZ, 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:



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY

ORDINANCE No. 2021-37

AN ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING/DENYING THE FIRST AMENDMENT TO THE AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT, AND A MODIFICATION TO THE PATTERN BOOK FOR DOWNTOWN DORAL SOUTH TO TRANSFER A ±1.35 ACRE PARCEL OF LAND AND 15,000 SQUARE FEET OF OFFICE TO THE DOWNTOWN DORAL DMU DEVELOPMENT PROGRAM; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, CC Homes at Doral, LLC, White Course Lennar, LLC, and CC-WCD TIC, LLC (the “Developers”) are the developers of approximately ±130.1 acres of land located within the boundaries of the City of Doral (the “City”) commonly known as Downtown Doral South, as legally described in “Exhibit A”; and

WHEREAS, the Developers and the City entered into a Master Development Agreement dated March 28, 2012, and recorded in Official Records Book 28099 at Page 22 in the public records of Miami-Dade County, Florida; and

WHEREAS, the Master Development Agreement was amended by that certain Amended and Restated Master Development Agreement dated November 2, 2016, and recorded in Official Records Book 30296 at Page 1525 in the public records of Miami-Dade County, Florida; and

WHEREAS, the Developers are requesting approval of the First Amendment to Amended and Restated Master development Agreement and modification to the Pattern Book for Downtown Doral South, a ±130.1 acre parcel located east of NW 87 Avenue and north of NW 41 Street; and

WHEREAS, the Developers desire to transfer ±1.35 acres of land, as legally

described in “Exhibit B” (the “Transfer Property”), and the square footage assigned to it from the Downtown Doral South DMU to the Downtown Doral DMU; and

WHEREAS, as a result of the redesignation of the Transfer Property to Downtown Doral DMU, the Developers seek to amend the Master Development Agreement to modify Paragraph 5(a), entitled “Permitted Development Uses” and “Exhibit A,” entitled “Legal Description of Property” and modify the Pattern Book for Downtown Doral South DMU to reflect new boundaries; and

WHEREAS, on January 26, 2022, the City Council of the City of Doral sitting as the Local Planning Agency (LPA) at a properly advertised hearing received testimony and evidence related to the proposed First Amendment to Amended and Restated Master Development Agreement and modification to the Pattern Book for Downtown Doral South DMU as required by state law and local ordinances; and

WHEREAS, on January 26, 2022, the City Council of the City of Doral at a properly advertised hearing (First Reading) received testimony and evidence related to the proposed First Amendment to Amended and Restated Master Development Agreement and modification to the Pattern Book for Downtown Doral South DMU as required by state law and local ordinances; and,

WHEREAS, on March 23, 2022, the City Council of the City of Doral at a properly advertised hearing (Second Reading) received testimony and evidence related to the proposed First Amendment to Amended and Restated Master Development Agreement and modification to the Pattern Book for Downtown Doral South DMU as required by state law and local ordinances; and

WHEREAS, the Mayor and City Council finds that the adoption of this Ordinance is in the best interest of the health, safety and welfare of the residents of the City of Doral.

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

Section 1. Recitals. The foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance upon adoption hereof.

Section 2. Approval. The Mayor and City Council of the City of Doral hereby approve the First Amendment to Amended and Restated Master Development Agreement and modification to the Pattern Book for Downtown Doral South, revised October 2021, attached hereto as “Exhibit C” and “Exhibit D,” respectively.

Section 3. Severability. That if any section, subsection, sentence, clause, phrase, work or amount of this Ordinance shall be declared unconstitutional or invalid by competent authority, then the remainder of the Ordinance shall not be affected thereby and shall remain in full force and effect.

Section 4. Conflicts. All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are hereby repealed.

Section 5. Effective Date This Ordinance shall be effective immediately upon passage by the City Council on second reading.

The foregoing Ordinance was offered by Councilmember Mariaca, who moved its adoption. The motion was seconded by Vice Mayor Cabral upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes
Councilman Oscar Puig-Corve	Yes

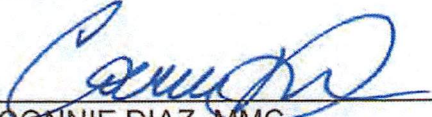
PASSED AND ADOPTED on FIRST READING this 26 day of January, 2022.

PASSED AND ADOPTED on SECOND READING this 23 day of March, 2022.



JUAN CARLOS BERMUDEZ, 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:



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY