

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.

- 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]
DAISEL MARQUEZ

Print Name:
Address: 10775 NW 58ST DORAL, FL 33178

Signature: [Signature]
Daniela Martin

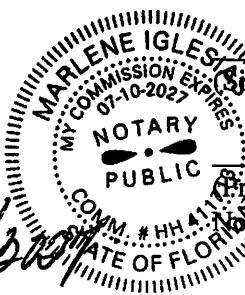
Print Name:
Address: 10775 NW 58ST Doral FL, 33178

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.
[Signature]
[Signature]

Dkt# D421-200-19-291-1



My Commission Expires: 07/10/2027
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]
DAIBEN 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.

Dk # D421-202-09-291-1

[Signature]
MARLENE IGLESIAS
NOTARY PUBLIC
STATE OF FLORIDA
COMM. # HH21127
07-10-2027

My Commission Expires: 07/10/2027

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.

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