

ORDINANCE No. 2024-24

AN ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A MODIFICATION TO THE MIDTOWN DORAL PLANNED UNIT DEVELOPMENT (PUD) PHASES IV, V AND VI MASTER DEVELOPMENT AGREEMENT AND PATTERN BOOK TO INCREASE APPROVED RESIDENTIAL UNITS FROM 253 TO 552, REDUCE COMMERCIAL GROSS LEASEABLE AREA FROM 96,875 SQUARE FEET TO 22,740 SQUARE FEET; AND REMOVE 75,000 SQUARE FEET OF NET LEASEABLE AREA OF OFFICE USE FOR AN EFFECTIVE DATE

WHEREAS, MG Doral Partners, LLC, (the “Applicant”) is requesting to modify the Third Modification to the Master Development Agreement and Pattern Book for Midtown Doral Planned Unit Development (PUD) for Phases IV, V, & VI, a three-parcel property containing ±7.18 acres located along the east of NW 107th Avenue between NW 86th Street and NW 90th Street, further identified by Folio No’s. 35-3008-000-0041, 35-3008-000-0048 & 35-3008-000-0051 (the “Property”), as legally described in “Exhibit A”; and

WHEREAS, pursuant to Ordinance No. 2014-32, the City Council on December 3, 2014 approved a Planned Unit Development (“PUD”) on the property known as Midtown Doral (the “Project”), along with the Conceptual Master Plan and Pattern Book (collectively, the “Approvals”); and

WHEREAS, as part of the Approvals and pursuant to Ordinance No. 2014-32, the Applicant and the City of Doral (the “City”) entered into that certain Master Development Agreement dated December 8, 2014, recorded in Official Records Book 29422, Page 4516 of the public records of Miami-Dade County, Florida; and

WHEREAS, the original Midtown Doral PUD consisted 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; and

WHEREAS, pursuant to the original Master Development Agreement, the Project consisted of three (3) phases: Phase I, Phase II, and Phase III (the “Original Project Phases”); and

WHEREAS, on February 12, 2020, the Mayor and City Council approved a modification to the Master Development Agreement and Patten Book for Midtown Doral PUD via 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”; and

WHEREAS, on December 8, 2021, the Mayor and City Council approved a Second Modification to the Master Development Agreement and a modification to the Patten Book for Midtown Doral PUD Phase II via Ordinance No. 2021-33, to modify the development program to allow an additional 170 dwelling units and an increase of 4,650 square feet of gross leasable area of commercial use; and

WHEREAS, on May 24, 2023, the Mayor and City Council approved a Third Modification to the Master Development Agreement and a modification to the Patten Book for Midtown Doral PUD Phase II via Ordinance No. 2023-13, 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 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 Approvals granted by Ordinance No. 2024-24, 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.

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. Adoption. The Mayor and City Council of the City of Doral hereby approve the modification to the Midtown Doral Phases IV, V, & VI Pattern Book dated December 12, 2023, and Fourth Modification to Master Development Agreement, attached hereto as “Exhibit B” and “Exhibit C,” respectively.

Section 3. Effective Date This Ordinance shall be effective immediately upon passage by the City Council on second reading.

The foregoing Ordinance was offered by Councilmember Pineyro who moved its adoption. The motion was seconded by Councilmember Cabral 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

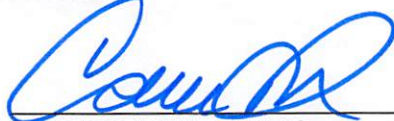
PASSED AND ADOPTED on FIRST READING this 14 day of August, 2024.

PASSED AND ADOPTED on SECOND READING this 11 day of September, 2024.



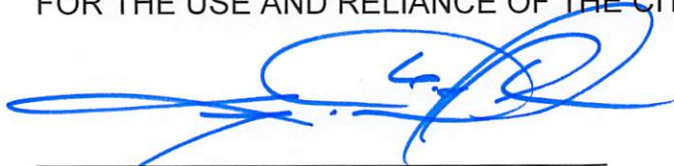
CHRISTI FRAGA, MAYOR

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

EXHIBIT “A”

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 $S01^{\circ}43'29''E$, along the West Line of the Northwest 1/4 of said Section 8, for a distance of 240.07 feet; thence $N89^{\circ}39'28''E$ for a distance of 40.01 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue $N89^{\circ}39'28''E$ for a distance of 310.09 feet; thence $S01^{\circ}43'29''E$, 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 $S88^{\circ}16'31''W$ for a distance of 310.00 feet; thence $N01^{\circ}43'29''W$, 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.

EXHIBIT “B”



Artist's renderings. Refer to site plan submittal for final design.





Artist's renderings. Refer to site plan submittal for final design.

Architect & Planner:

PASCUAL
PEREZ
KILIDDJIAN
STARR
ARCHITECTS + PLANNERS

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2. Site Plan
3. Site Data
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8. Architectural Design Guidelines
9. Overall Landscape Controls

A Pattern Book for:

midtown doral

Midtown Doral is located within Section 8 in the City of Doral, Florida. Consisting of 30.64 acres, the site is bounded by the Grand Bay PUDs and the FPL easement on east and NW 107th Avenue on the west. The northern boundary is NW 90th Street, while the property is bounded by the Doral Modern commercial parcel on the South. Midtown Doral will be developed with up to 2,055 residential units consisting of apartment condominiums, 215,562 sf of gross leasable commercial/retail space, and a 58,052² sf clubhouse. The compact development with its residential and retail mix will allow residents to walk to cafes, restaurants, and boutiques, therefore reducing the vehicular trips in the area.

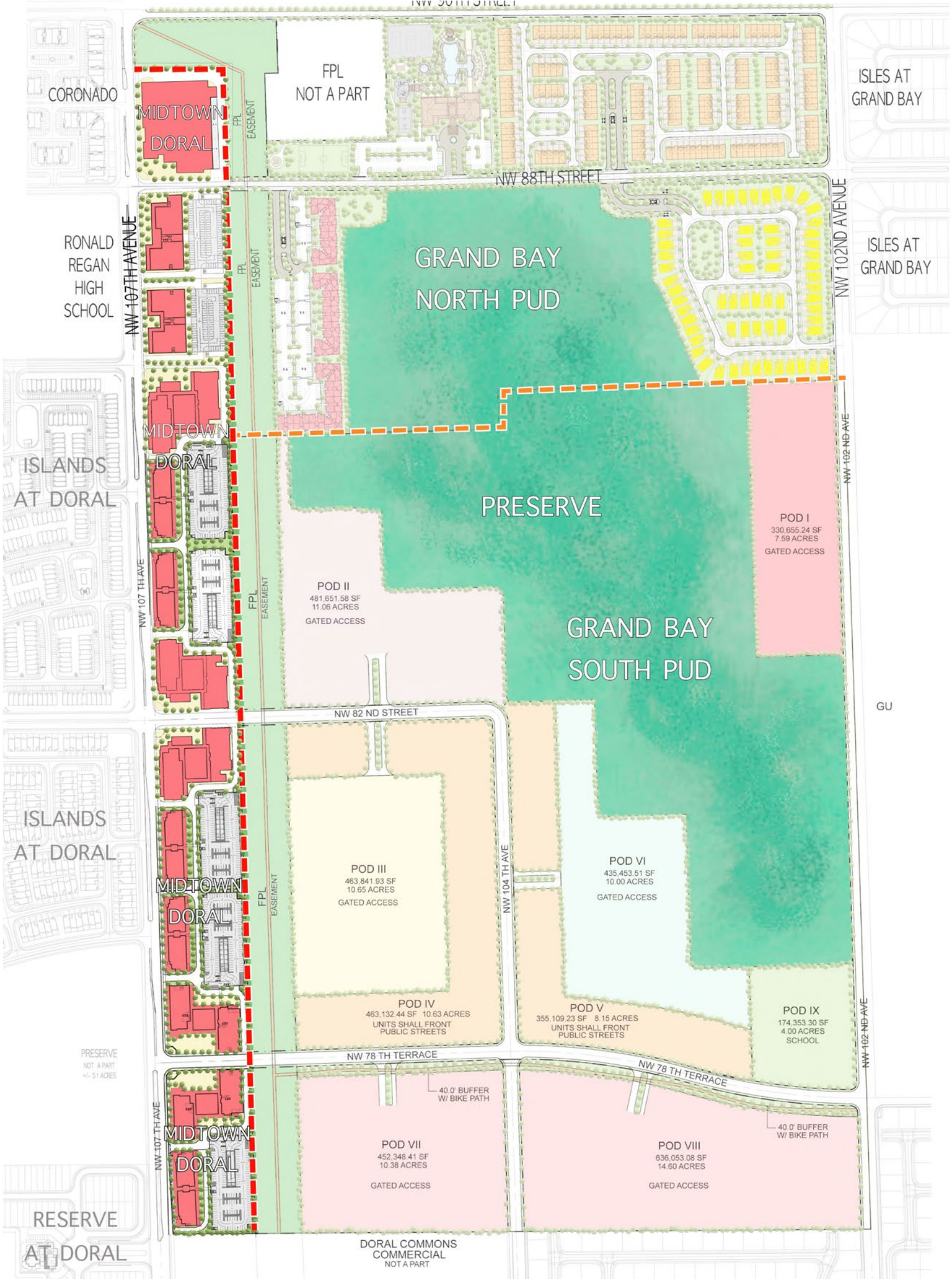
In the map to the below, Midtown Doral is highlighted in red.





midtown doral

Site Plan



Midtown Doral is highlighted and shown in context with the Grand Bay PUDs on the east and the Islands at Doral on the west.

Midtown Doral is shown bounded by the red dashed line. The site runs along NW 107th Ave. The Grand Bay PUDs to the east are not a part of the site and are shown for context only.

NOTE: THE PHASES OUTLINED BELOW DO NOT REPRESENT OR IMPLY A CONSTRUCTION SEQUENCE. ANY PHASE DEPICTED IN THE TABLES BELOW MAY BE CONSTRUCTED AT ANY TIME.



2023 GENERAL SITE PLAN (FOR REFERENCE ONLY)
SCALE: 1/8" = 150'-0"

2023 PROPOSED MIDTOWN DORAL OVERALL DEVELOPMENT PROGRAM

2,076 RESIDENTIAL UNITS,
197,179 SQFT COMMERCIAL,
58,052 SQFT CLUBHOUSE





Artist's renderings. Refer to site plan submittal for final design.

Adjacent Land Uses

North	Industrial (Medley)
East	PUD
South	PUD
West	MF-1, MF-4, Conservation, IPF

MIDTOWN DORAL GENERAL SITE CALCULATION		
ZONING CLASSIFICATION	PUD	
	SF	ACRES
GROSS AREA	1,334,539.64	30.64
R/W	59,612.84	1.37
NET AREA	1,274,926.80	29.27
AREA BREAKDOWN	SF	%
BUILDINGS	398,974.00	31.29
PARKING GARAGES	338,784.00	26.57
ALLEYS	128,734.44	10.10
SIDEWALKS	82,204.56	6.45
OPEN AREA	326,229.80	25.59
TOTAL	1,274,926.80	100.00
OPEN AREA BREAKDOWN	SF	%
SIDEWALKS	82,204.56	6.45
OPEN AREA	326,229.80	25.59
TOTAL	408,434.36	32.04

2023 PROPOSED

2,076 RESIDENTIAL UNITS,
197,179 SQFT COMMERCIAL,
58,052 SQFT CLUBHOUSE

MIDTOWN DORAL GENERAL SITE CALCULATION		
ZONING CLASSIFICATION	PUD	
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OPEN AREA BREAKDOWN	SF	%
SIDEWALKS	82,204.56	6.45
OPEN AREA	326,229.80	25.59
TOTAL	408,434.36	32.04

MIDTOWN DORAL GENERAL BUILDINGS CALCULATION				
	COMMERCIAL SF	RESIDENTIAL SF	UNITS	
	197,179.00			
	142,038.00			
TOTAL	339,217.00	1,866,067.98	2,076	
TOTAL BLDG. SF	2,205,284.98			

BUILDING HEIGHT	
	PROVIDED
BUILDINGS # 1-10	93'-10"
BUILDINGS # 11-13	113'-10"

PARKING GARAGE		
6 BLDGS	SF	PARKING SPACES
A	316,962	764
B	312,142	744
C	317,812	929
D	397,737	1086
E	316,962	764
F	335,659	848
G	197,602	514
CONVENIENCE SPACES		22
SURFACE SPACES		21
TOTAL	2,194,876.00	5,692

PARKING GARAGE HEIGHT	
	PROVIDED
PARKING GARAGE	93'-10"

PARKING CALCULATIONS			
RESIDENTIAL PARKING REQ'D 2,076 UNITS		4,559	SPACES REQ'D
RETAIL PARKING 197,179 /250		789	SPACES REQ'D
TOTAL PARKINGS REQ'D		5348	SPACES REQ'D
TOTAL PARKING PROVIDED ALL BLDGS		5,692	SPACES

PHASE I

***** BUILT (EXISTING) *****

BUILDINGS 1,2,3, & 4

537 RESIDENTIAL UNITS, 68,500 SQFT COMMERCIAL

MIDTOWN DORAL PHASE I

MIDTOWN DORAL PHASE IB

MIDTOWN DORAL PHASE IA

PHASE IB BUILDING # 3

1 BLDG	COMMERCIAL SF	RESIDENTIAL SF	UNITS
	23,838.00		
	SERVICE/OTHER	18,141.00	
TOTAL	41,979.00	272,918.00	153
TOTAL BLDG, SF	314,897.00		

PHASE IA BUILDING # 1

1 BLDG	COMMERCIAL SF	RESIDENTIAL SF	UNITS
	9,818.00		
	SERVICE/OTHER	10,505.00	
TOTAL	20,323.00	137,621.00	98
TOTAL BLDG, SF	157,944.00		

PHASE IB BUILDING # 3 HEIGHT

BUILDING # 3	PROVIDED
	93'-10"

PHASE IA BUILDING # 1 HEIGHT

BUILDING # 1	PROVIDED
	93'-10"

PHASE IB BUILDING # 4

1 BLDG	COMMERCIAL SF	RESIDENTIAL SF	UNITS
	11,006.00		
	SERVICE/OTHER	10,926.00	
TOTAL	21,932.00	146,152.00	133
TOTAL BLDG, SF	168,084.00		

PHASE IA BUILDING # 2

1 BLDG	COMMERCIAL SF	RESIDENTIAL SF	UNITS
	23,838.00		
	SERVICE/OTHER	18,141.00	
TOTAL	41,979.00	272,918.00	153
TOTAL BLDG, SF	314,897.00		

PHASE IB BUILDING # 4 HEIGHT

BUILDING # 4	PROVIDED
	93'-10"

PHASE IA BUILDING # 2 HEIGHT

BUILDING # 2	PROVIDED
	93'-10"

PHASE IB BLDG B PARKING GARAGE

1 BLDG	SF	PARKING SPACES
1	52,431	95
2	52,431	115
3	51,820	130
4	51,820	132
5	51,820	132
6	51,820	140
TOTAL	312,142	744

PHASE IA BLDG A PARKING GARAGE

1 BLDG	SF	PARKING SPACES
1	53,229	97
2	53,229	121
3	52,626	131
4	52,626	135
5	52,626	135
6	52,626	145
TOTAL	316,962.00	764

PHASE IB BLDG B PARKING GARAGE HEIGHT

PARKING GARAGE	PROVIDED
	67'-10"

PHASE IA BLDG A PARKING GARAGE HEIGHT

PARKING GARAGE	PROVIDED
	67'-10"

PHASE IB PARKING CALCULATIONS

# BEDROOMS	# UNITS	SPACES	
BUILDING # 3			
7 APARTMENT STORIES OVER COMMERCIAL			
		153	UNITS
1 BDRM UNITS	20	1.5	30 SPACES REQ'D
2 BDRM UNITS	91	1.75	160 SPACES REQ'D
3 BDRM UNITS	42	2.0	84 SPACES REQ'D
RESIDENTIAL PARKING REQ'D FOR BLDG.		274	SPACES REQ'D
RETAIL PARKING	23,838.00	250	SPACES REQ'D
TOTAL PARKING REQ'D FOR BLDG		370	SPACES REQ'D
BUILDING # 4			
7 APARTMENT OVER COMMERCIAL			
		133	UNITS
1 BDRM UNITS	84	1.5	126 SPACES REQ'D
2 BDRM UNITS	49	1.75	86 SPACES REQ'D
3 BDRM UNITS	0	0	0 SPACES REQ'D
RESIDENTIAL PARKING REQ'D FOR BLDG.		212	SPACES REQ'D
RETAIL PARKING	11,006.00	250	SPACES REQ'D
TOTAL PARKING REQ'D FOR BLDG		257	SPACES REQ'D
TOTAL PARKING REQ'D ALL BLDGS			
		627	SPACES REQ'D
TOTAL PARKING PROVIDED			
		744	SPACES PROV.

PHASE IA PARKING CALCULATIONS

# BEDROOMS	# UNITS	SPACES	
BUILDING # 1			
7 APARTMENT STORIES OVER COMMERCIAL			
		98	UNITS
1 BDRM UNITS	35	1.5	53 SPACES REQ'D
2 BDRM UNITS	35	1.75	62 SPACES REQ'D
3 BDRM UNITS	28	2.0	56 SPACES REQ'D
RESIDENTIAL PARKING REQ'D FOR BLDG.		171	SPACES REQ'D
RETAIL PARKING	9,818.00	250	SPACES REQ'D
TOTAL PARKING REQ'D FOR BLDG		211	SPACES REQ'D
BUILDING # 2			
7 APARTMENT OVER COMMERCIAL			
		153	UNITS
1 BDRM UNITS	20	1.5	30 SPACES REQ'D
2 BDRM UNITS	91	1.75	160 SPACES REQ'D
3 BDRM UNITS	42	2.0	84 SPACES REQ'D
RESIDENTIAL PARKING REQ'D FOR BLDG.		274	SPACES REQ'D
RETAIL PARKING	28,838.00	250	SPACES REQ'D
TOTAL PARKING REQ'D FOR BLDG		370	SPACES REQ'D
TOTAL PARKING REQ'D ALL BLDGS			
		581	SPACES REQ'D
TOTAL PARKING PROVIDED			
		764	SPACES PROV.

PHASE I TOTAL PARKING CALCULATIONS

PHASE II		
TOTAL PARKING REQUIRED	1,208	SPACES REQ'D
TOTAL PARKING PROVIDED	1,508	SPACES PROV.

PHASE II

***** UNDER CONSTRUCTION *****

CLUBHOUSE & BUILDINGS 5,6,7 & 8

734 RESIDENTIAL UNITS, 61,064 SQFT. COMMERCIAL, 58,052 SQFT CLUBHOUSE

MIDTOWN DORAL PHASE II

MIDTOWN DORAL PHASE IID

MIDTOWN DORAL PHASE IIC

PHASE IIC CLUBHOUSE BUILDING

1 BLDG	COMMERCIAL SF	RESIDENTIAL SF	UNITS
CLUBHOUSE	51,005.00		
SERVICE/OTHER	7,047.00		
TOTAL	58,052.00	0.00	0
TOTAL BLDG. SF	58,052.00		

PHASE IIC CLUBHOUSE BUILDING HEIGHT

CLUBHOUSE BUILDING	PROVIDED
	70'-0"

PHASE IID BUILDING # 5

1 BLDG	COMMERCIAL SF	RESIDENTIAL SF	UNITS
COMMERCIAL SF	5,972.00		
SERVICE/OTHER	22316		
TOTAL	28,288.00	117,757.00	130
TOTAL BLDG. SF	146,045.00		
PARKING	19 SPACES		

PHASE IID BUILDING # 5 HEIGHT

BUILDING # 5	PROVIDED
	93'-10"

PHASE IID BUILDING # 7

1 BLDG	COMMERCIAL SF	RESIDENTIAL SF	UNITS
COMMERCIAL SF	27,546.00		
SERVICE/OTHER	12,521.00		
TOTAL	40,067.00	228,238.00	196
TOTAL BLDG. SF	268,305.00		

PHASE IID BUILDING # 7 HEIGHT

BUILDING # 7	PROVIDED
	93'-10"

PHASE IID BUILDING # 8

1 BLDG	COMMERCIAL SF	RESIDENTIAL SF	UNITS
COMMERCIAL SF	0.00		
SERVICE/OTHER	0.00		
TOTAL	0.00	225,821.00	212
TOTAL BLDG. SF	225,821.00		

PHASE IID BUILDING # 8 HEIGHT

BUILDING # 8	PROVIDED
	93'-10"

PHASE IIC BUILDING # 6

1 BLDG	COMMERCIAL SF	RESIDENTIAL SF	UNITS
COMMERCIAL SF	27,546.00		
SERVICE/OTHER	12521.00		
TOTAL	40,067.00	228,238.00	196
TOTAL BLDG. SF	268,305.00		

PHASE IIC BUILDING # 6 HEIGHT

BUILDING # 6	PROVIDED
	93'-10"

PHASE IID BLDG D PARKING GARAGE

1 BLDG	SF	PARKING SPACES
1	44,193	94
2	44,193	124
3	44,193	124
4	44,193	124
5	44,193	124
6	44,193	124
7	44,193	124
8	44,193	124
ROOFTOP	44,193	124
TOTAL	397,737.00	1,088

PHASE IID BLDG D PARKING GARAGE HEIGHT

PARKING GARAGE	PROVIDED
	93'-10"

PHASE IIC BLDG C PARKING GARAGE

1 BLDG	SF	PARKING SPACES
1	45,386	74
2	45,386	136
3	45,008	143
4	45,008	143
5	37,154	109
6	33,290	98
7	33,290	100
8	33,290	107
ROOFTOP	33,290	107
TOTAL	317,812.00	910

PHASE IIC BLDG C PARKING GARAGE HEIGHT

PARKING GARAGE	PROVIDED
	93'-4"

PHASE IID PARKING CALCULATIONS

# BEDROOMS	# UNITS	SPACES
(SHOPFRONT) BUILDING # 7		
7 APARTMENT STORIES OVER COMMERCIAL		
1 BDRM UNITS	70	140
2 BDRM UNITS	105	210
3 BDRM UNITS	21	63
VISITOR'S	196	49
RESIDENTIAL PARKING REQ'D FOR BLDG.		462
RETAIL PARKING	27,546.00	250
TOTAL PARKING REQ'D FOR BLDG		572
BUILDING # 8		
7 APARTMENT STORIES OVER COMMERCIAL		
1 BDRM UNITS	70	140
2 BDRM UNITS	106	212
3 BDRM UNITS	36	108
VISITOR'S	212	53
RESIDENTIAL PARKING REQ'D FOR BLDG.		513
RETAIL PARKING	0.00	250
TOTAL PARKING REQ'D FOR BLDG		513
TOTAL PARKING REQ'D ALL BLDGS		
		1,085
TOTAL PARKING PROVIDED		
		1,086

PHASE IIC PARKING CALCULATIONS

# BEDROOMS	# UNITS	SPACES
BUILDING # 5		
7 APARTMENT STORIES OVER COMMERCIAL		
STUDIO UNITS	50	100
1 BDRM UNITS	54	108
2 BDRM UNITS	26	78
VISITOR'S	130	33
RESIDENTIAL PARKING REQ'D FOR BLDG.		319
RETAIL PARKING	5,972	250
TOTAL PARKING REQ'D FOR BLDG		342
BUILDING # 6		
7 APARTMENT STORIES OVER COMMERCIAL		
1 BDRM UNITS	70	140
2 BDRM UNITS	105	210
3 BDRM UNITS	21	63
VISITOR'S	196	49
RESIDENTIAL PARKING REQ'D FOR BLDG.		462
RETAIL PARKING	27,546.00	250
TOTAL PARKING REQ'D FOR BLDG		572
TOTAL PARKING REQ'D ALL BLDGS		
		915
TOTAL PARKING PROVIDED		
		929

PHASE II TOTAL PARKING CALCULATIONS

PHASE II		
TOTAL PARKING REQUIRED	2,000	SPACES REQ'D
m	2,015	SPACES PROV.

*10% OR 74 UNITS SHALL MEET THE WORKFORCE HOUSING STANDARDS OF THE CITY OF DORAL.

Parking calculations will be reviewed at the time of site plan review.

PHASE III

BUILDINGS 9 & 10
253 RESIDENTIAL UNITS,
44,875 SQFT COMMERCIAL

MIDTOWN DORAL PHASE III

PHASE III BUILDING # 9

1 BLDG	COMMERCIAL SF	COMMERCIAL SF	RESIDENTIAL SF	UNITS
		11,006.00		
	SERVICE/OTHER	10,505.00		
TOTAL		21,511.00	140,431.00	100
TOTAL BLDG. SF	161,942.00			

PHASE III BUILDING # 9 HEIGHT

BUILDING # 9	PROVIDED
	93'-10"

PHASE III BUILDING # 10

1 BLDG	COMMERCIAL SF	COMMERCIAL SF	RESIDENTIAL SF	UNITS
		33,869.00		
	SERVICE/OTHER	18,141.00		
TOTAL		52,010.00	272,916.00	153
TOTAL BLDG. SF	324,928.00			

PHASE III BUILDING # 10 HEIGHT

BUILDING # 10	PROVIDED
	93'-10"

PHASE III BLDG E PARKING GARAGE

1 BLDG	SF	PARKING SPACES
1	53,229	97
2	53,229	121
3	52,626	131
4	52,626	135
5	52,626	135
6	52,626	145
TOTAL	316,962.00	764

PHASE III BLDG E PARKING GARAGE HEIGHT

PARKING GARAGE	PROVIDED
	67'-10"

PHASE III PARKING CALCULATIONS

# BEDROOMS	# UNITS	SPACES	
BUILDING # 9			
7 APARTMENT STORIES OVER COMMERCIAL		100	UNITS
1 BDRM UNITS	36	1.5	54 SPACES REQ'D
2 BDRM UNITS	36	1.75	63 SPACES REQ'D
3 BDRM UNITS	28	2.0	56 SPACES REQ'D
RESIDENTIAL PARKING REQ'D FOR BLDG.		173	SPACES REQ'D
RETAIL PARKING	11,006.00	250	SPACES REQ'D
TOTAL PARKING REQ'D FOR BLDG		218	SPACES REQ'D
BUILDING # 10			
7 APARTMENT OVER COMMERCIAL		153	UNITS
1 BDRM UNITS	20	1.5	30 SPACES REQ'D
2 BDRM UNITS	91	1.75	160 SPACES REQ'D
3 BDRM UNITS	42	2.0	84 SPACES REQ'D
RESIDENTIAL PARKING REQ'D FOR BLDG.		274	SPACES REQ'D
RETAIL PARKING	11,006.00	250	SPACES REQ'D
TOTAL PARKING REQ'D FOR BLDG		410	SPACES REQ'D
TOTAL PARKING REQ'D ALL BLDGS		628	SPACES REQ'D
TOTAL PARKING PROVIDED		764	SPACES PROV.

PHASE III TOTAL PARKING CALCULATIONS

PHASE III		
TOTAL PARKING REQUIRED	627	SPACES REQ'D
TOTAL PARKING PROVIDED	764	SPACES PROV.

(1) PARKING TO BE REVIEWED AT TIME OF ASPR.

PHASE V

BUILDINGS 12
203 RESIDENTIAL UNITS,
11,370 SQFT COMMERCIAL

PHASE IV

BUILDINGS 11
146 RESIDENTIAL UNITS,
0.00 SQFT COMMERCIAL

MIDTOWN DORAL PHASE V

MIDTOWN DORAL PHASE IV

PHASE V BUILDING # 12

1 BLDG	COMMERCIAL SF	RESIDENTIAL SF	UNITS
	11,370.00		
	SERVICE/OTHER	9,017.00	
TOTAL	20,387.00	240,468.00	203
TOTAL BLDG. SF	260,855.00		

PHASE IV BUILDING # 11

1 BLDG	COMMERCIAL SF	RESIDENTIAL SF	UNITS
	0.00		
	SERVICE/OTHER	1,896.00	
TOTAL	1,896.00	163,432.00	146
TOTAL BLDG. SF	165,328.00		

PHASE V BUILDING # 12 HEIGHT

BUILDING # 11	PROVIDED
	113'-10"

PHASE IV BUILDING # 11 HEIGHT

BUILDING # 11	PROVIDED
	113'-10"

PHASE IV & V BLDG F PARKING GARAGE

1 BLDG	SF	PARKING SPACES
1	55,160	112
2	26,994	41
3	50,701	139
4	50,701	139
5	50,701	139
6	50,701	139
7	50,701	139
GARAGE TOTAL	335,659.00	848
SURFACE PARKING		17
TOTAL PARKING		865

PHASE IV BLDG F PARKING GARAGE HEIGHT

PARKING GARAGE	PROVIDED
	78'-6"

PHASE V PARKING CALCULATIONS

BUILDING # 12				
9 APARTMENT STORIES OVER COMMERCIAL				
		198	UNITS	
1 BDRM UNITS	84	2.0	168	SPACES REQ'D
2 BDRM UNITS	110	2.0	220	SPACES REQ'D
3 BDRM UNITS	9	3.0	27	SPACES REQ'D
VISITORS	203	0.25	51	SPACES REQ'D
RESIDENTIAL PARKING REQ'D FOR BLDG.		466		SPACES REQ'D
RETAIL PARKING	11,370.00	250	45	SPACES REQ'D
TOTAL PARKING REQ'D FOR BLDG		511		SPACES REQ'D
TOTAL PARKING REQ'D		511		SPACES REQ'D

PHASE IV PARKING CALCULATIONS

BUILDING # 11				
9 APARTMENT STORIES OVER COMMERCIAL				
		135	UNITS	
1 BDRM UNITS	68	2.0	136	SPACES REQ'D
2 BDRM UNITS	78	2.0	156	SPACES REQ'D
3 BDRM UNITS	0	3.0	0	SPACES REQ'D
VISITORS	146	0.25	37	SPACES REQ'D
RESIDENTIAL PARKING REQ'D FOR BLDG.		329		SPACES REQ'D
RETAIL PARKING	0.00	250	0	SPACES REQ'D
TOTAL PARKING REQ'D FOR BLDG		329		SPACES REQ'D
TOTAL PARKING REQ'D		329		SPACES REQ'D

PHASE IV & V TOTAL PARKING CALCULATIONS

PHASE IV & V	
TOTAL PARKING REQUIRED	840 SPACES REQ'D
TOTAL PARKING PROVIDED	865 SPACES PROV.

PHASE VI

BUILDING 13
203 RESIDENTIAL UNITS,
11,370 SQFT COMMERCIAL

MIDTOWN DORAL PHASE VI

PHASE VI BUILDING # 13				
1 BLDG		COMMERCIAL SF	RESIDENTIAL SF	UNITS
	COMMERCIAL SF	11,370.00		
	SERVICE/OTHER	9,017.00		
TOTAL		20,387.00	240,468.00	203
TOTAL BLDG. SF		260,855.00		

PHASE VI BUILDING # 13 HEIGHT	
	PROVIDED
BUILDING # 11	113'-10"

PHASE VI BLDG G PARKING GARAGE		
1 BLDG	SF	PARKING SPACES
1	35,156	68
2	33,542	66
3	32,226	90
4	32,226	90
5	32,226	90
6	32,226	90
GARAGE TOTAL	197,602.00	514
SURFACE PARKING		3
TOTAL PARKING		517

PHASE V BLDG G PARKING GARAGE HEIGHT	
	PROVIDED
PARKING GARAGE	68'-0"

PHASE V PARKING CALCULATIONS				
BUILDING # 13				
9 APARTMENT	STORIES OVER		198	UNITS
1 BD RM UNITS	84	2.0	168	SPACES REQ'D
2 BD RM UNITS	110	2.0	220	SPACES REQ'D
3 BD RM UNITS	9	3.0	27	SPACES REQ'D
VISITORS	203	0.25	51	SPACES REQ'D
RESIDENTIAL PARKING REQ'D FOR BLDG.			466	SPACES REQ'D
RETAIL PARKING	11,370.00	250	45	SPACES REQ'D
TOTAL PARKING REQ'D FOR BLDG			511	SPACES REQ'D
TOTAL PARKING REQ'D			511	SPACES REQ'D

PHASE VI TOTAL PARKING CALCULATIONS			
PHASE VI			
TOTAL PARKING REQUIRED		511	SPACES REQ'D
TOTAL PARKING PROVIDED		517	SPACES PROV.

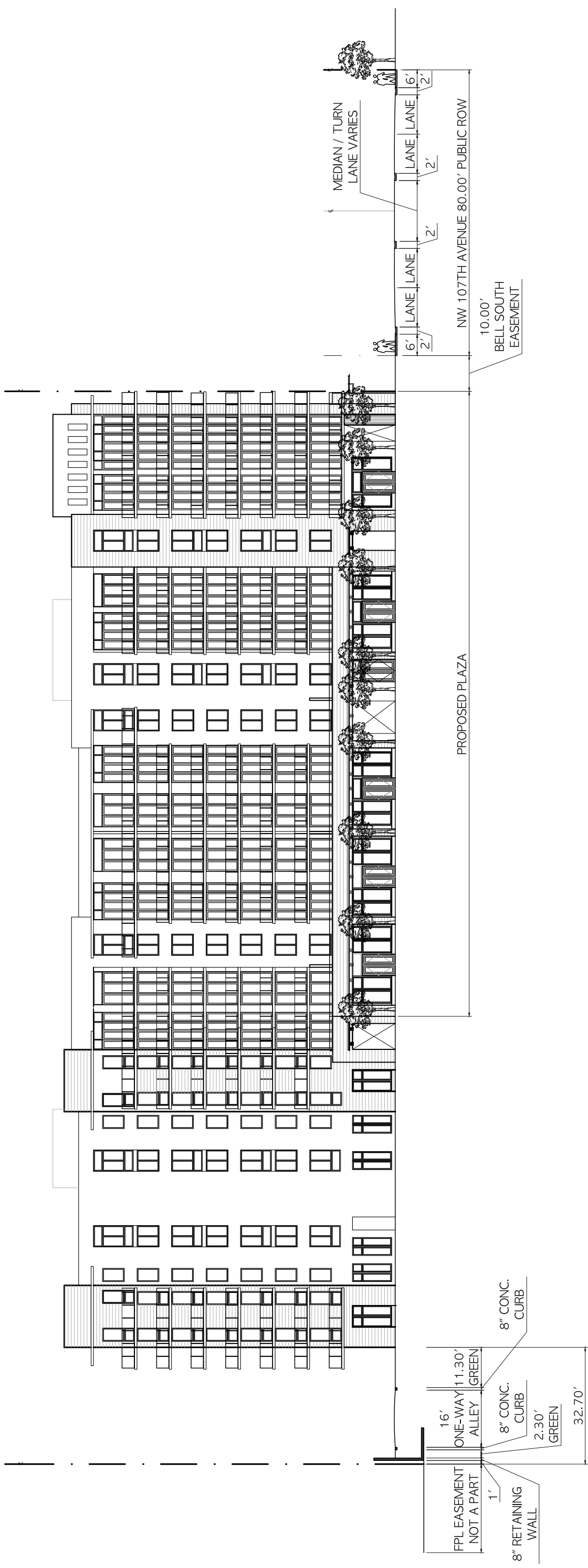
Pedestrian & Vehicular Circulation

Midtown Doral fronts on public rights of way and will provide colonades the entire length of NW 107th Avenue. The buildings are designed with large courts which further create an enjoyable pedestrian experience. All vehicular movement will be to access parking garages which are hidden by the buildings along the street. The top image shows the store fronts along NW 107th Avenue with colonades. The image below show a birds eye view of the engaging pedestrian courtyards that interrupt the massing along the street.



Artist's renderings. Refer to site plan submittal for final design.

Street Sections shown are for reference only and are subject to change based upon the design by the Civil Engineer, and shall comply with the City of Doral public works and Miami-Dade County's traffic division.

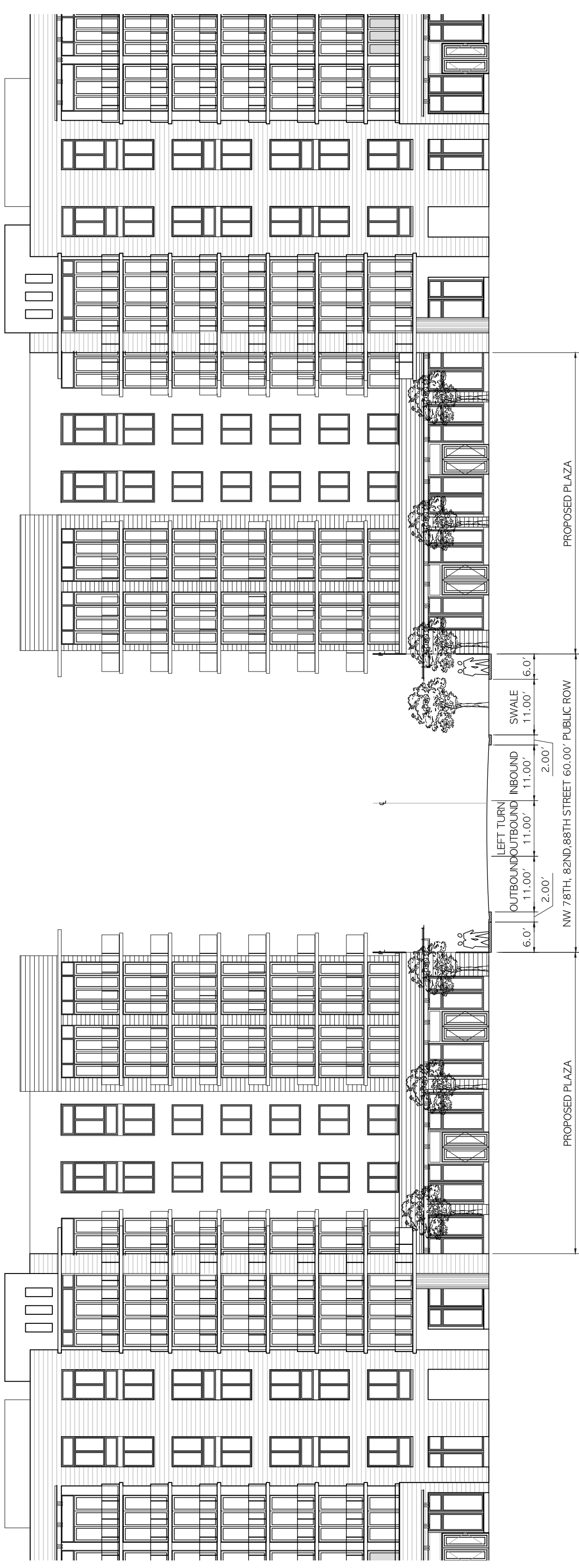


Section looking south on 107th Avenue at Plaza (Allely section shown in rear)

(Additional ROW dedications may be required by the traffic study.)

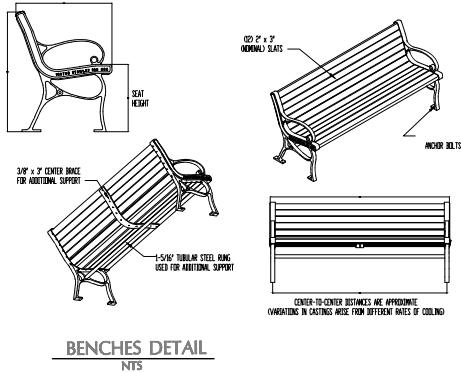
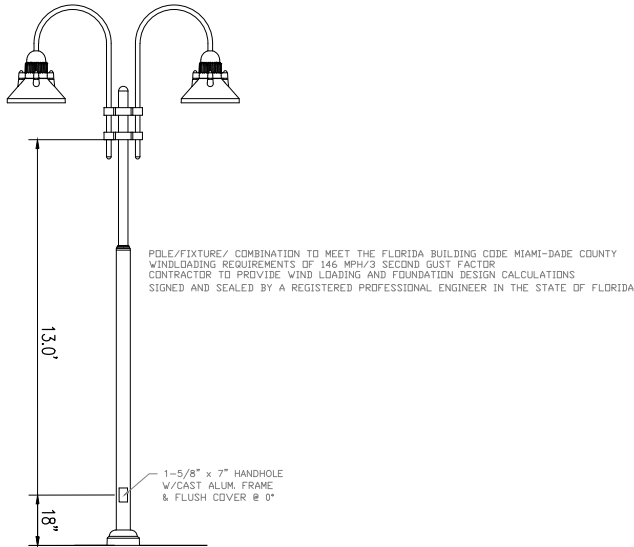
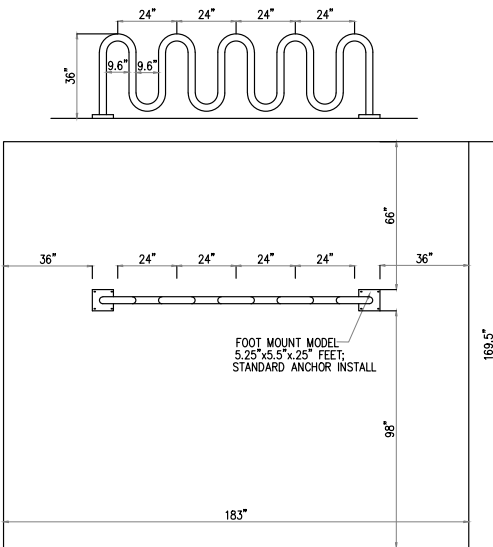
Street Sections

Street Sections shown are for reference only and are subject to change based upon the design by the Civil Engineer, and shall comply with the City of Doral public works and Miami-Dade County's traffic division.



Section looking east through plazas on NW 78th, NW82nd & NW 88th Streets
(Minimum ROW Dedication 60.00'. Additional ROW dedications may be required by the traffic study.)

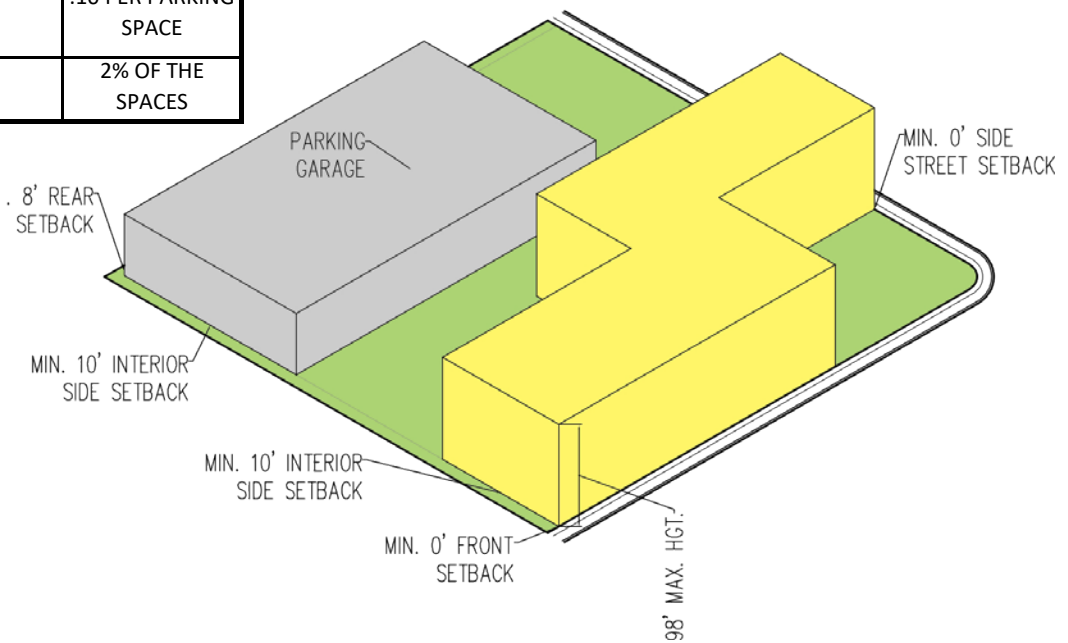
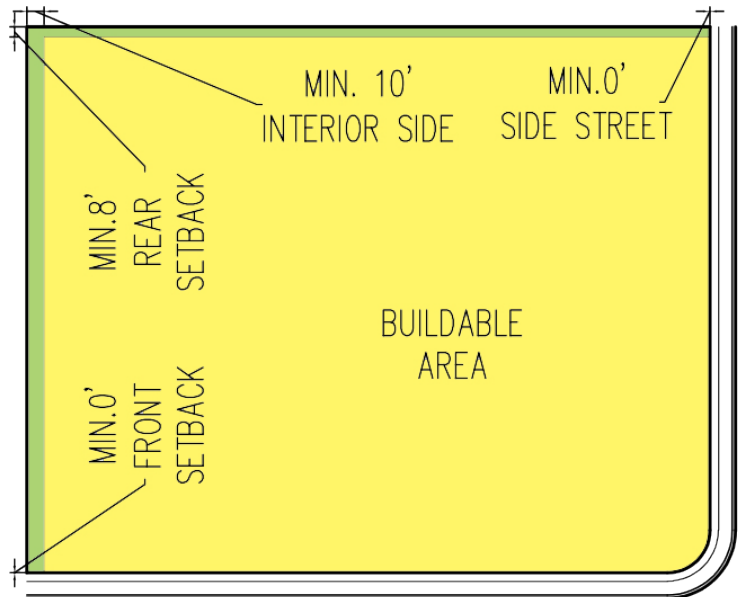
Open areas provide and outdoor space for use by residents and visual relief to the built environment. Open space should be designed to allow for use by residents. Elements to be included in open space design include but are not limited to bike racks, lighting, garbage cans and park benches. Open space elements shall be coordinated with the architectural character harmonious neighborhood.



MIDRISE CONDOMINIUMS - PHASES I,II,III	
MAXIMUM DENSITY	60 UNITS/ACRE
MINIMUM UNIT SIZE	650 SF
MAXIMUM LOT COVERAGE	85%
DISTANCE BETWEEN BUILDINGS	20 FT
MINIMUM FRONT SETBACK	0 FT
MINIMUM REAR SETBACK	10 FT
MINIMUM INTERIOR SETBACK	8 FT
MINIMUM SIDE STREET SETBACK	0 FT
MAXIMUM HEIGHT	98'-0" FT-IN
* BUILDINGS MAY BE ATTACHED TO THE PARKING GARAGE TO ALLOW FOR DIRECT ACCESS FROM PARKING.	
**SETBACKS ARE MEASURED FROM FACE OF BUILDING TO PROPERTY LINE.	
*** SITE CAN BE DEVELOPED WITH MULTIPLE BUILDINGS	
****BALCONIES ON ALL FACADES MAY ENCROACH INTO THE SETBACK A MAXIMUM OF 5'-0".	
***** EYEBROWS, ATTACHED TRELLIS & OTHER SHADING DEVICES MAY ENCROACH INTO THE SETBACK 5'-0" ON ALL FACADES.	

PARKING - PHASES I & III	
	RATIO
1 BEDROOM	1.50
2 BEDROOMS	1.75
3 & 4 BEDROOMS	2.00
BICYCLES	.10 PER PARKING SPACE

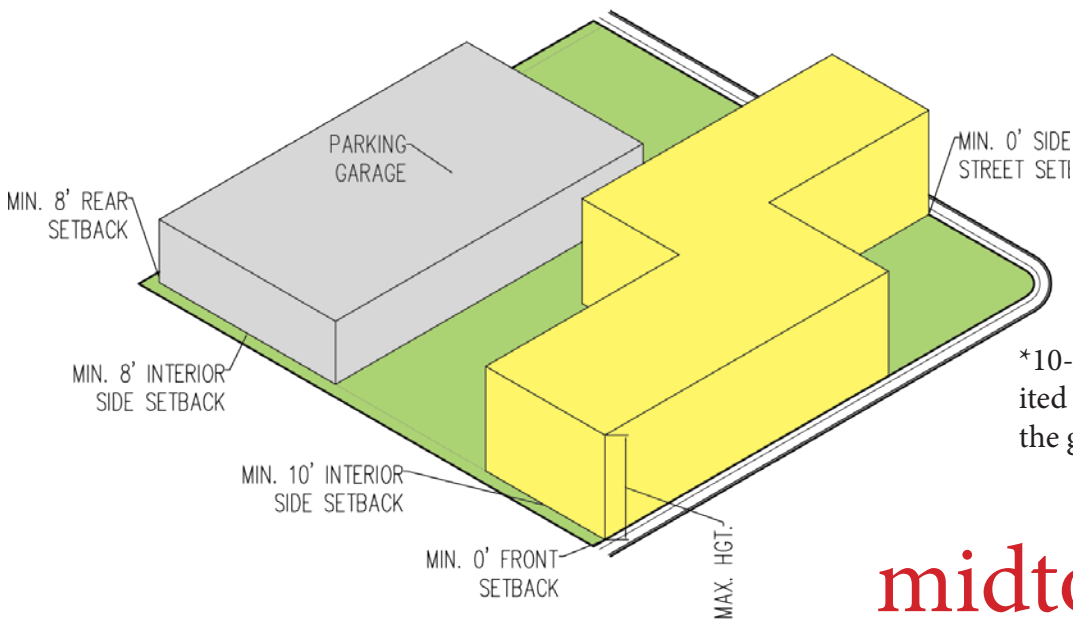
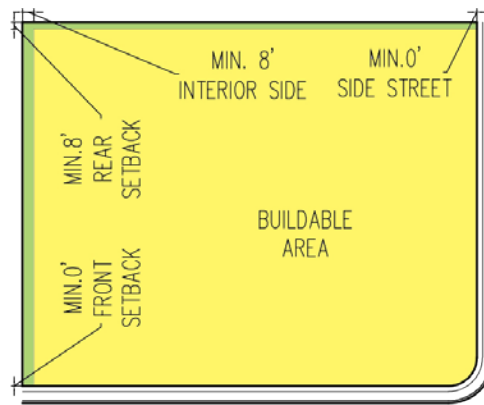
PARKING - PHASES II,IV,V&VI	
	RATIO
1 BEDROOM	2.00
2 BEDROOMS	2.00
3 & 4 BEDROOMS	3.00
VISITORS	0.25
BICYCLES	.10 PER PARKING SPACE
EVSE READY/INSTALLED	2% OF THE SPACES



Building heights may be increased in accordance with the following regulations.

MIDRISE CONDOMINIUMS - PHASES I,II,III		
MAXIMUM DENSITY	60	UNITS/ACRE
MINIMUM UNIT SIZE	650	SF
MAXIMUM LOT COVERAGE	85	%
DISTANCE BETWEEN BUILDINGS	20	FT
MINIMUM FRONT SETBACK	0	FT
MINIMUM REAR SETBACK	8	FT
MINIMUM INTERIOR SETBACK	8	FT
MINIMUM SIDE STREET SETBACK	0	FT
MAXIMUM HEIGHT	113'-10"	FT-IN
* BUILDINGS MAY BE ATTACHED TO THE PARKING GARAGE TO ALLOW FOR DIRECT ACCESS FROM PARKING.		
**SETBACKS ARE MEASURED FROM FACE OF BUILDING TO PROPERTY LINE.		
*** SITE CAN BE DEVELOPED WITH MULTIPLE BUILDINGS		
****BALCONIES ON ALL FACADES MAY ENCROACH INTO THE SETBACK A MAXIMUM OF 5'-0".		
***** EYEBROWS, ATTACHED TRELLIS & OTHER SHADING DEVICES MAY ENCROACH INTO THE SETBACK 5'-0" ON ALL FACADES.		

PARKING - PHASES II,IV,V&VI	
	RATIO
1 BEDROOM	2.00
2 BEDROOMS	2.00
3 & 4 BEDROOMS	3.00
VISITORS	0.25
BICYCLES	.10 PER PARKING SPACE
EVSE READY/INSTALLED	2% OF THE SPACES



*10-Story buildings shall be limited to the areas highlighted in the graphic above.



To create a uniform and identifiable character, the architecture of Midtown Doral shall follow the guidelines set forth in this patternbook to create a diverse pedestrian friendly and architecturally pleasing community.



Artist's renderings. Refer to site plan submittal for final design.

Balconies interact with both the public space of the street and the private space of the terrace. These architectural elements encourage interaction and protect the street through surveillance.

MATERIALS

- 1) Cable Railings
- 2) Tempered Glass
- 3) Aluminum posts, railings, and piers.



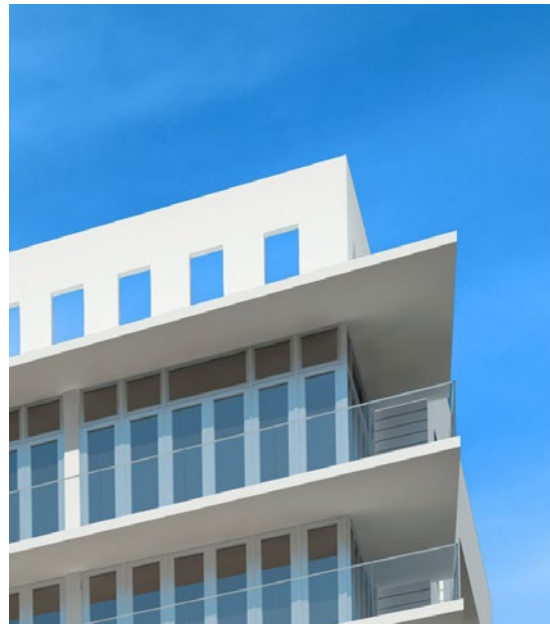
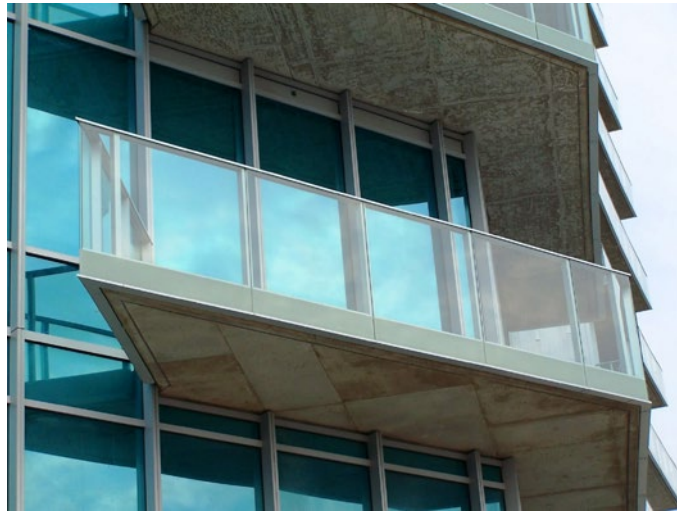
CONFIGURATIONS

- 1) Horizontal proportions may be used to compliment a contemporary architectural character.
- 2) The clear space between the balusters must meet Miami-Dade County code requirements.



Additional articulation patterns include:

- 1) a cantilevered concrete slab.



Colonnades are part of the building structure and provide shade & protection from rain to the sidewalk. It is supported by columns and is open to the street and sidewalk.

MATERIALS

- 1) Metal cladding and detailing
- 2) Louvered metal and wood shading devices
- 3) Tinted and frosted glass shading devices.
- 4) Stone
- 5) Wood cladding and detailing
- 6) Smooth and textured stucco



Storefronts shall address the street and may be of a character different from that of the residential area to provide tenants the ability to create distinctive shopfronts.

MATERIALS

- 1) Wood cladding and detailing
- 2) Metal cladding and detailing
- 3) Aluminum
- 4) Glass
- 5) Smooth Stucco

CONFIGURATIONS

- 1) Storefronts flush with the exterior wall are permitted.



Windows and Doors help to establish the style of architecture. Windows may be horizontal or vertical in proportion and doors may be off-center in their bays to create interesting asymmetrical and symmetrical arrangements. Windows and doors on center are also encouraged.

GENERAL

- 1) Window boxes and ribbon windows

MATERIALS

- 1) Tints such as bronze and green may be used to accent the color scheme of the building.

CONFIGURATIONS

- 1) Windows and doors may be full height from floor to floor
- 2) Panels of glass larger than 18" horizontally x 29" vertically are permitted to obtain a contemporary architectural character.



Individual windows may have a vertical or horizontal proportion. Window mullions are not required.



Individual door should have a vertical proportion, while a series of doors may create a horizontally proportioned opening. Doors are not required to be paneled. Glass doors are strongly encouraged.



Exterior building wall shall be made of contemporary materials. Stucco surfaces shall be smooth.

MATERIALS

- 1) Stucco
- 2) Stone
- 3) Wood
- 4) Metal
- 5) Brick

CONFIGURATIONS

- 1) Openings may have a horizontal proportion
- 2) Lintels may be flush with the wall surface.
- 3) Parapets may extend up to 42" high.



Artist's renderings. Refer to site plan submittal for final design.

Exterior lighting should weather well in the tropical South Florida climate.

GENERAL

1) Contemporary lighting shall be permitted throughout.

MATERIALS

- 1) Metal
- 2) Glass
- 3) Incandescent Lighting
- 4) Halogen Lighting



Parking Garages may be screened to lessen the visual impact on the surrounding communities.

Screens may encroach into the required setbacks 3' above the ground floor.

SCREENING OPTIONS INCLUDE:

- 1) Art Work & Art Installations
- 2) Verticle Gardens
- 3) Verticle Fins
- 4) Horizontal Fins
- 5) Perforated Metals
- 6) Wood Louvers
- 7) Vinyl screens with printed images



DECORATIVE FABRIC SCREEN SHALL INCLUDE ARTWORK AS PART OF THE CITY'S PUBLIC ART PROGRAM, CONCEAL VEHICULAR VIEWS FROM THE EXTERIOR AND DIRECT LIGHTING AT NIGHT.

FINAL ARTWORK DESIGN AND STRUCTURE/SHOP-DWGS TO BE PROVIDED DURING CONSTRUCTION PERMIT



Plazas and amphitheaters

Encourage the opportunity for public gathering. Plazas are located throughout the site and open space amphitheaters will be used for entertainment and performances.



General

- 1) Plazas will provide seating areas around green areas and fountains.
- 2) Large trees specified to provide comfortable shaded areas.
- 3) Paved areas must be designed to visually guide the public.
- 4) Contrasts in color and tone should be used to accentuate the presence of certain key features.



Species

- 1) Shade Trees
- 2) Palm Trees
- 3) Shrub and hedges
- 4) Ground Covers/Grass

Materials

- 1) Concrete Pavers
- 2) Wood
- 3) Water
- 4) Shell stone
- 5) Metal
- 6) Landscaping



Fountains

The incorporation of water features will encourage gatherings. Water features contribute to the amenity of cities improving micro climate, reducing dust and air pollutants, and providing recreation.



General

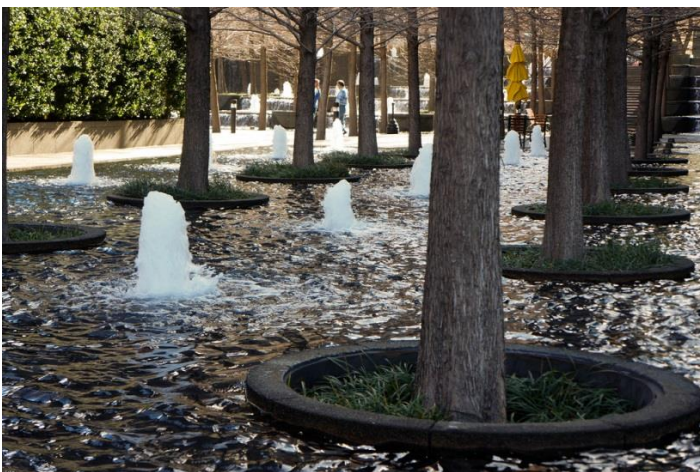
- 1) Raised fountains are used to encourage for pedestrians to sit.
- 2) Fountains will have planters to incorporate more landscape opportunities and visual interest

Species

- 1) Palm Trees
- 2) Shade Trees

Materials

- 1) Concrete
- 2) Wood
- 3) Water
- 4) Shell stone
- 5) Landscaping



Streets and Alley

Properly designed street encourage pedestrian safety and comfort. Alleys carry low number of vehicles and present an opportunity to create a slower, more pedestrian oriented space.



General

- 1) Street Trees will improve the appearance of the community, providing shade and visual interest.
- 2) Street trees may be located within the planter strip lined-up.
- 3) Ground cover is used to control pedestrian circulation.
- 4) Landscaping is also used to hide any mechanical equipment from public view.



Species

- 1) Palm Trees
- 2) Shade Trees
- 3) Shrubs
- 4) Grass/Groundcover



Plant list shall include but not be limited to the following:



Ground Cover - Palmetto St. Augustine Grass



Shrub - Copper Leaf



Shrub - Silver Buttonwood



Shrub - Green Island Ficus



Shrub - Yew Pine

Plant list shall include but not be limited to the following:



Shrub - Schlefflera



Shrub - Dwarf Fakahatchee Grass



Shrub - Indian Hawthorn

Plant list shall include but not be limited to the following:



Palm - Date



Palm - Wild Date



Palm - Florida Royal



Palm - Palmetto



Palm - Montgomery

Plant list shall include but not be limited to the following:



Tree - Red Maple



Tree - Gumbo Limbo

Plant list shall include but not be limited to the following:



Tree - Orange Geiger Tree



Tree - Japanese Blueberry



Tree - Japanese Fern

Plant list shall include but not be limited to the following:



Tree - Dahoon Holly



Tree - Pink Tabebuia



Tree - Japanese Privet

EXHIBIT “C”

This instrument was prepared by:

Name:

Address:

(Space reserved for Clerk of Court)

**FOURTH MODIFICATION OF MASTER DEVELOPMENT AGREEMENT FOR
MIDTOWN DORAL PLANNED UNIT DEVELOPMENT
AS APPLIED TO PHASES IV, V, AND VI**

THIS THIRD MODIFICATION TO THE MASTER DEVELOPMENT AGREEMENT FOR MIDTOWN DORAL PLANNED UNIT DEVELOPMENT, as applicable to PHASE IV, V, and VI (hereinafter the "Third Modification") is entered into this ___ day of _____, 20___, by and between entered into by and between Delcop Group, LLC, a Florida limited liability company ("Delcop"), and the City of Doral, a Florida municipal corporation (the "City"). Delcop and the City may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Delcop Group, LLC, a Florida limited liability company ("Delcop"), a successor in interest to 107 Avenue Properties, LLC, the original owner and developer, now owns those certain parcels that constitute Phases 4, 5, and 6, three (3) parcels totaling ±7.2 acres lying east of NW 107 Avenue and situated to the north and south of NW 88 Street, further identified by Folio No. 35-3008-000-0041, 35-3008-000-0048, and 35-3008-000-0051, as legally described in Exhibit "A" ("Delcop Properties"), of that certain proposed phased mixed-use development site known as Midtown Doral Planned Unit Development (the "Midtown Doral PUD");

WHEREAS, on December 8, 2014, a Master Development Agreement was entered into between the original owner and developer of the properties encompassing the Midtown Doral PUD and the City, recorded in the Public Records of Miami-Dade County in Official Records Book 29422 at Pages 4516 – 4530 (the "MDA");

WHEREAS, the MDA approved a phased development for the Midtown Doral PUD with a originally approved program that included a 1,548 dwelling units, 300,000 square feet of gross leasable area of commercial use, 75,000 square feet of net leasable area of office use, and a 47,000 square foot clubhouse, as permitted by the City's Comprehensive Plan and the Land Development Regulations (the "Original Project Entitlements");

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, on April 8, 2022, a Second Modification to the MDA was entered into between the and the City, which is recorded in the Public Records of Miami-Dade County in Official Records Book 33135 at Pages 3713 – 3779 to allow for a modification of the Phase II development program to allow for an increase of 170 dwelling units and an increase of 4,650 square feet of gross leasable area of commercial use (the "Second Modification"), changing the development program of Phase II to maximum of 675 dwelling units, 93,000 square feet of gross leasable area of commercial use, and a 47,000 square foot clubhouse; and

WHEREAS, on April 26, 2023, a Third Modification of the MDA was approved further modifying the development program of Phase II allowing for an increase of 59 dwelling units, an increase of 11,052 square feet of clubhouse use, and a reduction of 31,936 square feet of gross leasable area of commercial use (the "Third Modification"), which is recorded in the Public Records of Miami-Dade County in Official Records Book _____ at Pages _____; and

WHEREAS, pursuant to Paragraph 22 of the Second Modification, the MDA may be modified, amended, or released by the City and the owner(s) of the respective and individual Phase being modified, amended, or released, without the consent of any other owners of the other Phases, theirs successors or assigns, provided that such modification, amendment, and/or release has been approved by the City after public hearing;

WHEREAS, Delcop intends to develop the Delcop Properties with a development program that varies from Original Project Entitlements as applied to Phases IV, V, and VI, 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, and in order to realize this development program, Delcop desires to amend the MDA 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:

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

2. Amendment. Paragraph 5 of the Master Development Agreement is hereby modified as follows:

FROM:

“5. Permitted Development Uses and Building Intensities.

a. Permitted Development Uses. Concurrently with the adoption and acceptance of this Agreement, the Developer has proffered and the City has accepted and adopted the Conceptual Master Plan and the Pattern Book as the binding development criteria for the Property (collectively, the "Project Approval"). In granting the Project Approval, the City has determined and hereby concurs that the Project is consistent with the City's Comprehensive Plan and that the Project Approval in accordance with the Land Development Regulations. Upon execution of this Agreement, the City confirms and agrees that the Property may be developed and used in the manner set forth in the Project Approval, the City's Comprehensive Plan, and the Land Development Regulations.

b. Phasing, Density and Intensities, Building Heights, and Setbacks. Unless approved by the City in the future, the maximum density and intensities, setbacks, and height for any development on the Property shall be regulated by the Project Approval, the Land Development Regulations, and the applicable provisions and designations in the Comprehensive Plan in effect at the time of site plan approval.

i. Phasing. The Project will be developed in six (6) phases (the “Phases” or individually, a Phase) as contemplated in the Conceptual Master Plan, and as delineated below:

- | | |
|------------|---|
| Phase I: | Maximum of 537 dwelling units and 68,500 square feet of gross leasable area of commercial use. |
| Phase II: | Maximum of 734 dwelling units, 61,064 square feet of gross leasable area of commercial use, and a 58,052 square foot clubhouse.. |
| Phase III: | Maximum of 253 dwelling units and 44,875 square feet of gross leasable area of commercial use. |
| Phase IV: | Maximum of 126 dwelling units and 22,437.5 square feet of gross leasable area of commercial use. |
| Phase V: | Maximum of 127 dwelling units and 22,437.5 square feet of gross leasable area of commercial use. |
| Phase VI: | Maximum of 52,000 square feet of gross leasable area of commercial use and 75,000 square feet of net leasable area of office use. |

* * *

iii. Density and Intensities. Maximum density is further determined by the provisions of that certain Settlement Agreement, dated June 12, 2005, as modified by that certain Amendment to Settlement Agreement, approved by the City of Doral on February 12, 2007, pursuant to Resolution No. 07-06, as modified by the Second Amendment to Settlement Agreement recorded in Official Records Book 28642 at Page 4067 of the Public Records of Miami-Dade County, Florida, as subsequently amended by that certain Third Amendment to Settlement Agreement recorded in Official Records Book 29252 at Page 1882 of the Public Records of Miami-Dade County, Florida, that certain Fourth Amendment to Settlement Agreement pursuant to Resolution No. 15-209, passed and adopted by the City Council on October 21, 2015, that certain Fifth Amendment to Settlement Agreement pursuant to Resolution No. 21-248 passed and adopted by the City Council on October 27, 2021, and that certain Sixth Amendment to Settlement Agreement pursuant to Resolution No. 23-13 passed and adopted by the City Council on April 26, 2023, as it applies to the Property and as may be amended from time to time (collectively, the "Settlement Agreement").

* * *

c. Residential Unit Type Mix. Subject to the provisions of the Settlement Agreement, the Developer reserves the ability to modify the mix of the residential unit types to convert the mix of unit types between multi-family units and townhome units so long as said modification does not result in an overall increase of residential density for the Project. The reduction of residential density resulting from the modification of the residential unit type mix shall be deemed consistent with the Project Approval, the Land Development Regulations, and the applicable provisions and designations in the Comprehensive Plan.”

TO:

“5. Permitted Development Uses and Building Intensities.

a. Permitted Development Uses. Concurrently with the adoption and acceptance of this Agreement, the Developer has proffered and the City has accepted and adopted the Conceptual Master Plan and the Pattern Book as the binding development criteria for the Property (collectively, the "Project Approval"). In granting the Project Approval, the City has determined and hereby concurs that the Project is consistent with the City's Comprehensive Plan and that the Project Approval in accordance with the Land Development Regulations. Upon execution of this Agreement, the City confirms and agrees that the Property may be developed and used in the manner set forth in the Project Approval, the City's Comprehensive Plan, and the Land Development Regulations.

b. Phasing, Density and Intensities, Building Heights, and Setbacks. Unless approved by the City in the future, the maximum density and intensities, setbacks,

and height for any development on the Property shall be regulated by the Project Approval, the Land Development Regulations, and the applicable provisions and designations in the Comprehensive Plan in effect at the time of site plan approval.

i. Phasing. The Project will be developed in six (6) phases (the "Phases" or individually, a Phase) as contemplated in the Conceptual Master Plan, and as delineated below:

- Phase I: Maximum of 537 dwelling units and 68,500 square feet of gross leasable area of commercial use.
- Phase II: Maximum of 734 dwelling units, 61,064 square feet of gross leasable area of commercial use, and a 58,052 square foot clubhouse..
- Phase III: Maximum of 253 dwelling units and 44,875 square feet of gross leasable area of commercial use.
- Phase IV: Maximum of 146 dwelling units.
- Phase V: Maximum of 203 dwelling units and 11,370 square feet of gross leasable area of commercial use.
- Phase VI: Maximum of 203 dwelling units and 11,370 square feet of gross leasable area of commercial use.

* * *

iii. Density and Intensities. Maximum density is further determined by the provisions of that certain Settlement Agreement, dated June 12, 2005, as modified by that certain Amendment to Settlement Agreement, approved by the City of Doral on February 12, 2007, pursuant to Resolution No. 07-06, as modified by the Second Amendment to Settlement Agreement recorded in Official Records Book 28642 at Page 4067 of the Public Records of Miami-Dade County, Florida, as subsequently amended by that certain Third Amendment to Settlement Agreement recorded in Official Records Book 29252 at Page 1882 of the Public Records of Miami-Dade County, Florida, that certain Fourth Amendment to Settlement Agreement pursuant to Resolution No. 15-209, passed and adopted by the City Council on October 21, 2015, that certain Fifth Amendment to Settlement Agreement pursuant to Resolution No. 21-248 passed and adopted by the City Council on October 27, 2021, ~~and~~ that certain Sixth Amendment to Settlement Agreement pursuant to Resolution No. 23-13 passed and adopted by the City Council on April 26, 2023, and that certain Seventh Amendment to Settlement Agreement pursuant to Resolution No. _____, as it applies to the Property and as may be amended from time to time, (collectively, the "Settlement Agreement").

* * *

c. Residential Unit Type Mix. Subject to the provisions of the Settlement Agreement, the Developer reserves the ability to modify the mix of the residential unit types to convert the mix of unit types between multi-family units and townhome units so long as said modification does not result in an overall increase of residential density for the Project. The reduction of residential density resulting from the modification of the residential unit type mix shall be deemed consistent with the Project Approval, the Land Development Regulations, and the applicable provisions and designations in the Comprehensive Plan.”

* * *

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

3. Amendment. Paragraph 6 of the Development Agreement is modified as follows:

FROM

“6. Project Approval.

a. The Project Approval authorizes the development of a phased Project that currently contemplates a development program as specifically described in the Pattern Book and the Conceptual Master Plan. This development program consists of 1,777 dwelling units, 271,314 square feet of gross leasable area of commercial use, and 75,000 square feet of office use, and a 58,052 square foot clubhouse. The development of the Property in conformity with this development program, as provided in the Pattern Book and the Conceptual Master Plan, is referred to herein as the "Project."

b. Further Development Review. This Agreement and the Project Approval establish the criteria upon which the Project shall be developed and shall set forth the sole and exclusive limitation upon the development of the Project. Consistent with the foregoing and pursuant to Subsection 68-40(a) of the City’s Land Development Code, prior to the issuance of any building permit for any Phase Property (the “Phase Building Site”), the Developer of such Phase shall submit a Phase Site Plan for the Phase Building Site (the “Phase Site Plan”) that includes the proposed buildings for administrative review and approval by the City's Planning and Zoning Director or as may otherwise be provided in the Land Development Regulations. The Site Plan for each Phase Building Site shall be designed to generally conform to the Project Approval and the applicable provisions of the Land Development Regulations and Comprehensive Plan. Said Site Plan shall include the number of bedrooms, bathrooms, and the square footage of each residential unit shown on the Site Plan for that residential building. Notwithstanding anything in this Agreement, the Conceptual Master Plan, or in the

Pattern Book to the contrary, parking for subsequent phases of the Project shall be provided in accordance with Article IV of Chapter 77 of the City Code.

* * *

TO

“6. Project Approval.

a. The Project Approval authorizes the development of a phased Project that currently contemplates a development program as specifically described in the Pattern Book and the Conceptual Master Plan. This development program consists of ~~1,777~~ 2,076 dwelling units, ~~271,314~~ 197,189 square feet of gross leasable area of commercial use, ~~and 75,000 square feet of office use,~~ and a 58,052 square foot clubhouse. The development of the Property in conformity with this development program, as provided in the Pattern Book and the Conceptual Master Plan, is referred to herein as the "Project."

b. Further Development Review. This Agreement and the Project Approval establish the criteria upon which the Project shall be developed and shall set forth the sole and exclusive limitation upon the development of the Project. Consistent with the foregoing and pursuant to Subsection 68-40(a) of the City's Land Development Code, prior to the issuance of any building permit for any Phase Property (the "Phase Building Site"), the Developer of such Phase shall submit a Phase Site Plan for the Phase Building Site (the "Phase Site Plan") that includes the proposed buildings for administrative review and approval by the City's Planning and Zoning Director or as may otherwise be provided in the Land Development Regulations. The Site Plan for each Phase Building Site shall be designed to generally conform to the Project Approval and the applicable provisions of the Land Development Regulations and Comprehensive Plan. Said Site Plan shall include the number of bedrooms, bathrooms, and the square footage of each residential unit shown on the Site Plan for that residential building. Notwithstanding anything in this Agreement, the Conceptual Master Plan, or in the Pattern Book to the contrary, parking for subsequent phases of the Project shall be provided in accordance with Article IV of Chapter 77 of the City Code.

* * *

[ADDITIONAL CONDITIONS] **Hero Housing in Phases IV, V, and VI.** 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) All hero housing must 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) The Applicant will provide notifications of the availability of hero housing to the City Manager, Miami-Dade County Public Schools, 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 teacher, City employee, or first responder has expressed interest in a unit within the forty-five (45) day period, that unit will be offered to the general public 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.

f) 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.

* * *

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

4. Full Force and Effect. Except as specifically modified in this Fourth Amendment, all of the terms and conditions of the MDA shall remain in full force and effect. In the event any inconsistency between the terms of this Fourth Amendment and the terms of the Agreement, then the terms of this Fourth Amendment shall control. This Fourth 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.

[SIGNATURE PAGES FOLLOW]

DRAFT

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 $S01^{\circ}43'29''E$, along the West Line of the Northwest 1/4 of said Section 8, for a distance of 240.07 feet; thence $N89^{\circ}39'28''E$ for a distance of 40.01 feet; thence continue $N89^{\circ}39'28''E$ for a distance of 310.09 feet; thence $S01^{\circ}43'29''E$, 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 $S01^{\circ}43'29''E$, 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 $S01^{\circ}43'29''E$, along the last described line for a distance of 508.24 feet to a point hereinafter refer to as Reference Point "B"; thence $S88^{\circ}16'31''W$ for a distance of 104.00 feet; thence $N01^{\circ}43'29''W$ for a distance of 100.00 feet; thence $S88^{\circ}16'31''W$ for a distance of 206.00 feet; thence $N01^{\circ}43'29''W$, 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 $N88^{\circ}16'31''E$ 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 $S01^{\circ}43'29''E$, 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.

