

ORDINANCE No. 2021-33

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) APPROVAL GRANTED BY ORDINANCE No. 2014-32, BY AMENDING THE REVISED PATTERN BOOK ENTITLED MIDTOWN DORAL AND THE MODIFIED MASTER DEVELOPMENT AGREEMENT PURSUANT TO ORDINANCE No. 2019-29 FOR MIDTOWN DORAL, TO REFLECT AN INCREASE IN RESIDENTIAL UNITS FROM 505 TO 675 AND AN INCREASE IN COMMERCIAL GROSS LEASABLE AREA FROM 89,750 SQUARE FEET TO 93,000 SQUARE FEET FOR “MODIFIED PHASE II,” SUBJECT TO SATISFACTION OF THE CONDITIONS DELINEATED IN THE DECLARATION OF RESTRICTIONS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Century Midtown Properties, LLC (the “Applicant”) is requesting to modify the Amended Master Development Agreement (the “Development Agreement”) and Pattern Book for Midtown Doral for “Modified Phase II,” a ±8.8 acre parcel lying east of NW 107 Avenue and situated to the north and south of NW 82 Street, further identified by Miami-Dade County Folio No. 35-3008-000-0033 and 35-3008-000-0036 (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 Project is a mixed-use project consisting 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 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, the current development entitlements for “Modified Phase II,” comprises of 505 multi-family units, 89,750 square feet of gross leasable area of commercial use and a 47,000 square-foot clubhouse; and

WHEREAS, the Applicant is requesting a modification to the Midtown Doral PUD Approvals granted by Ordinance No. 2014-32, by modifying the amended Pattern Book and the Amended Master Development Agreement recorded in Official Records Book 31982, Page 4378 of the public records of Miami-Dade County, to reflect an increase in residential units from 505 to 675 and an increase in commercial gross leasable area from 89,750 square feet to 93,000 square feet for “Modified Phase II”; and

WHEREAS, on October 27, 2021, the City Council of the City of Doral at a properly advertised hearing (First Reading) received testimony and evidence related to

the proposed modification to the amended Midtown Doral Pattern Book and Amended Master Development Agreement as required by state law and local ordinances; and

WHEREAS, on December 8, 2021, the City Council of the City of Doral at a properly advertised hearing (Second Reading) received testimony and evidence related to the proposed modification to the amended Midtown Doral Pattern Book and Amended Master Development Agreement as required by state law and local ordinances.

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

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

Section 2. Approval. The Mayor and City Council of the City of Doral hereby approve the modification to the amended Midtown Doral Pattern Book dated July 19, 2021, and Second 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 Cabrera who moved its adoption. The motion was seconded by Vice Mayor Cabral upon being put to a vote, the vote was as follows:

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

PASSED AND ADOPTED on FIRST READING this 27 day of October, 2021.

PASSED AND ADOPTED on SECOND READING this 8 day of December, 2021.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

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



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY

EXHIBIT “A”



PHASE II

Lots 7 & 8

The South 644.84 feet of the following described three (3) Parcels of Land.

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 $S01^{\circ}43'29''E$, along the last described line for a distance of 1363.29 feet to a point hereinafter refer to as Reference Point "C"; thence $S88^{\circ}16'31''W$ 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. LESS the external area formed by a 25 foot radius curve, concave to the Northeast and tangent to the South and West of the herein described Parcel.

TOGETHER WITH:

Parcel 3:

A portion of the West ½ 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.

EXHIBIT “B”

CENTURY TOWN CENTER

At Midtown Doral



REVISED

10:16 am, Sep 14, 2021

RECEIVED

By Stephanie Puglia at 10:16 am, Sep 14, 2021

2017070003 (332) - Midtown
Doral - Modification to Pattern
Book - 4th Review



REVISED 2021-09-09

A Pattern Book for:

CENTURY TOWN CENTER

At Midtown Doral

Owner:
Century Midtown Properties, LLC
1805 Ponce de Leon Blvd. Suite 100
Coral Gables, FL 33134

Architect & Planner:

PASCUAL
PEREZ
KILIDDJIAN
ARCHITECTS • PLANNERS

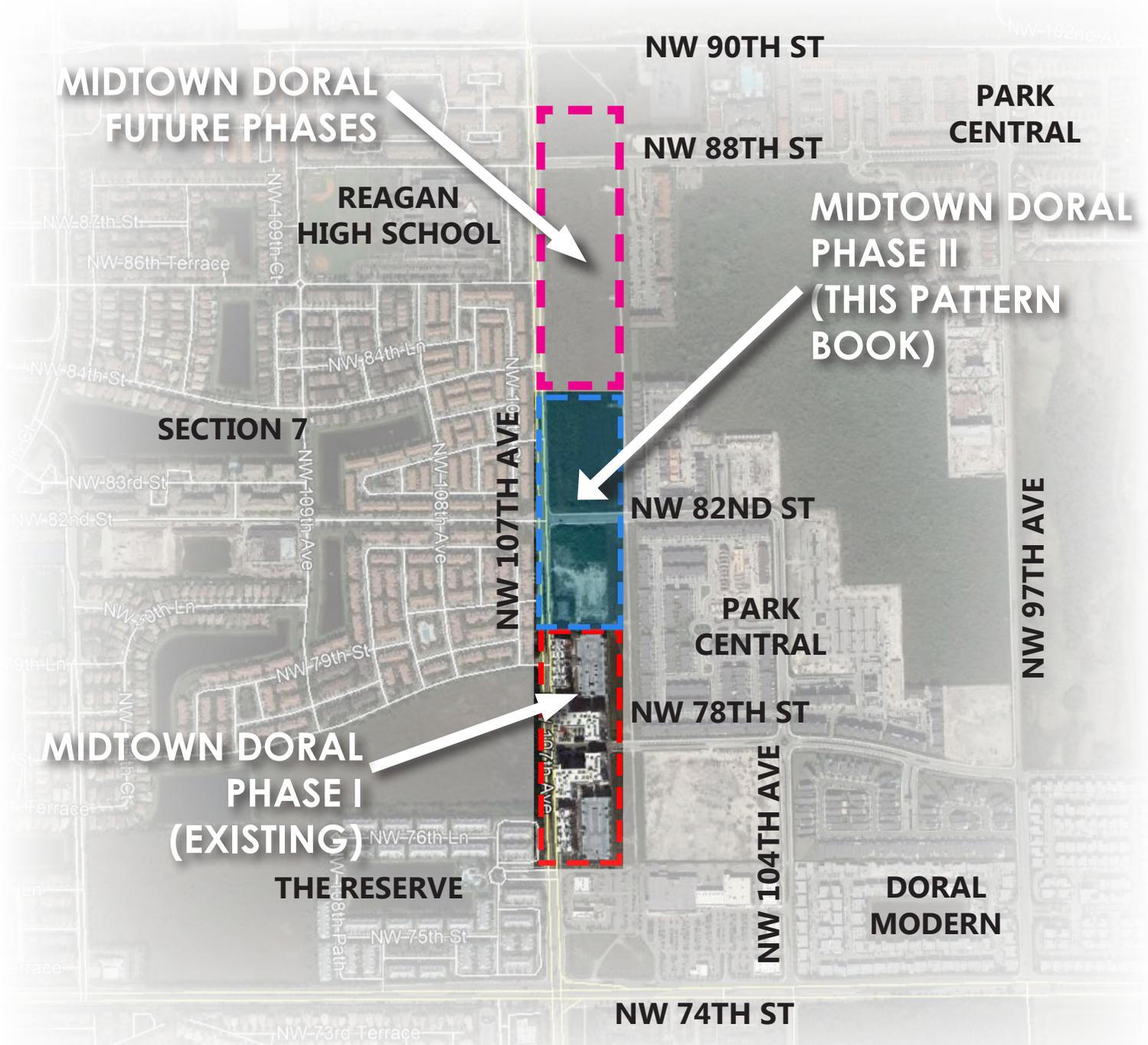
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4. Street Sections
5. Open Space Design
6. Building Placement Guidelines
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8. Overall Landscape Controls

CENTURY TOWN CENTER

At Midtown Doral

1. INTRODUCTION



Century Town Center at Midtown Doral is located within Section 8 of the City of Doral, Florida. Consisting of 8.87 acres, the site is the second phase of the 30.64 acre Midtown Doral PUD. The site is bounded by the Grand Bay PUDs and an FPL easement on the east. NW 107th Avenue serves as the western boundary, while the property is bounded by the Midtown Doral Phase I parcel on the South. NW 82nd Avenue bisects the property providing access to Park Central. The compact development with its residential, business, recreational and retail uses will allow residents to walk to cafes, restaurants, boutiques, and places of work, therefore reducing the vehicular trips in the area.

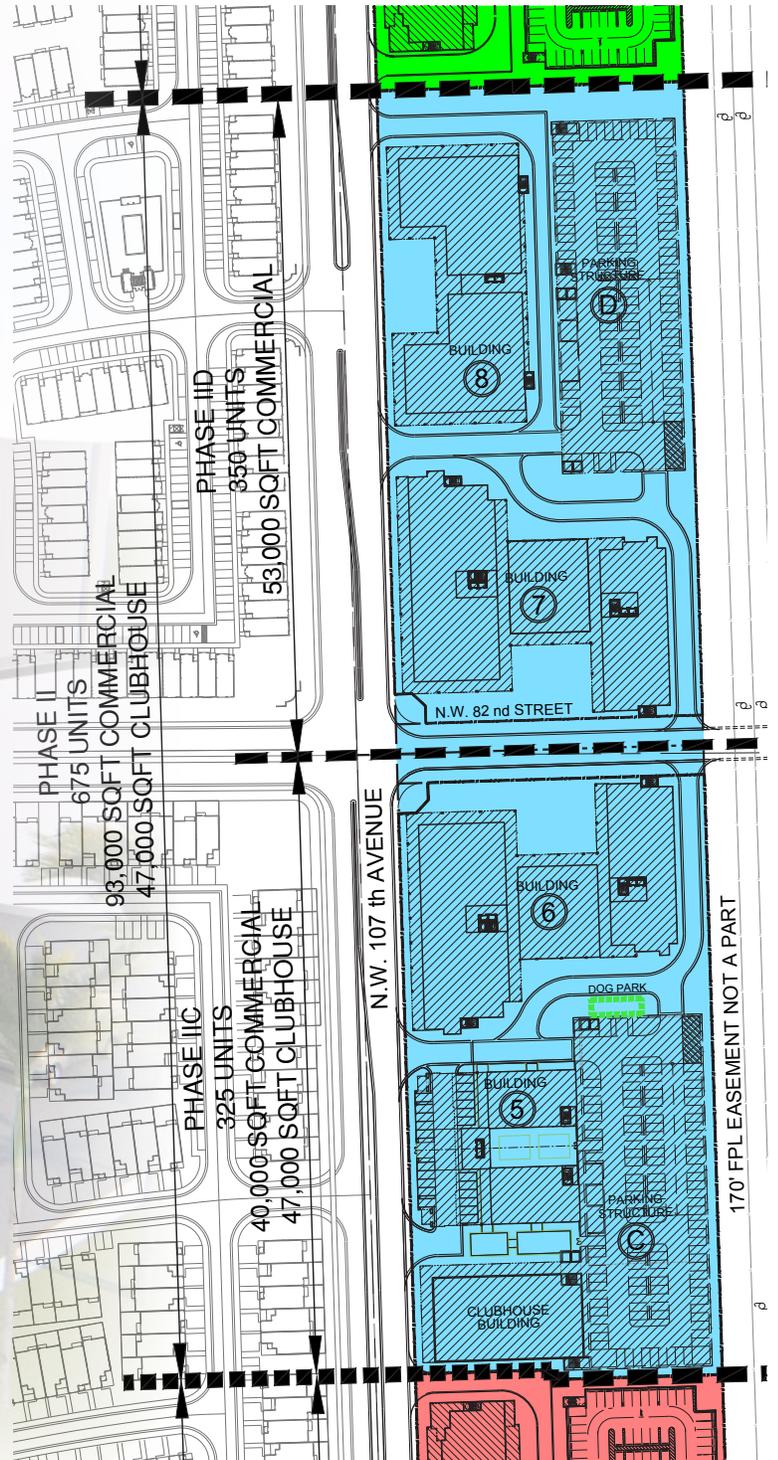
CENTURY TOWN CENTER

At Midtown Doral

1. INTRODUCTION

Development Program	
CLUBHOUSE	47,000 SF
RETAIL	93,000 SF
RESIDENTIAL	675 UNITS
PARKING PROVIDED	1,973 SPACES

ADJACENT LAND USES			
NORTH		PUD	MIDTOWN PHASE III
EAST		PUD	PARK CENTRAL
SOUTH		PUD	MIDTOWN PHASE II
WEST	MF-1, MF-4, CONSERVATION, IPF SECTION 7		



CENTURY TOWN CENTER

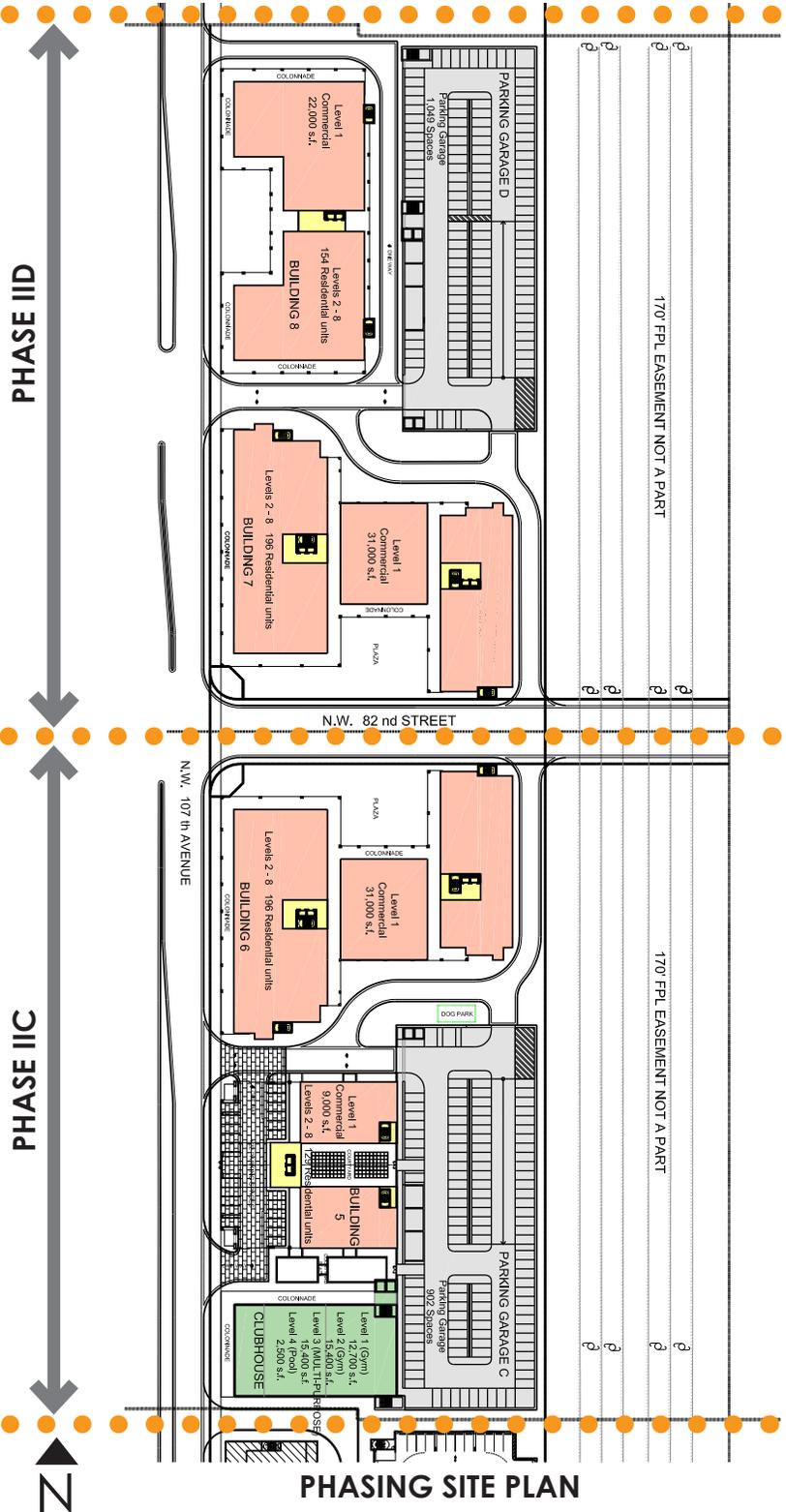
At Midtown Doral

2. SITE PLAN & SITE DATA

Phase II D	
RETAIL	52,400 SF
RESIDENTIAL	350 UNITS
PARKING GARAGE SPACES	1,049 SPACES

Total	
CLUBHOUSE	47,000 SF
RETAIL	93,000 SF
RESIDENTIAL	675 UNITS
CONVENIENCE PARKING	22 SPACES
PARKING GARAGE SPACES	1,951 SPACES
TOTAL PARKING PROVIDED	1,973 SPACES

Phase II C	
CLUBHOUSE	47,000 SF
RETAIL	40,000 SF
RESIDENTIAL	325 UNITS
CONVENIENCE PARKING	22 SPACES
PARKING GARAGE SPACES	902 SPACES



PHASING SITE PLAN

CENTURY TOWN CENTER

At Midtown Doral

2. SITE PLAN & SITE DATA

PROPOSED PHASE II

CLUBHOUSE & BUILDINGS 5,6,7 & 8

675 RESIDENTIAL UNITS, 93,000 SQFT. COMMERCIAL, 47,000 SQFT CLUBHOUSE

MIDTOWN DORAL PHASE II				
MIDTOWN DORAL PHASE IID			MIDTOWN DORAL PHASE IIC	
PHASE IID BUILDING # 7				
1 BLDG	COMMERCIAL SF	RESIDENTIAL SF	UNITS	
	COMMERCIAL SF	31,000.00		
	COLONADES	9,346.00		
	SERVICE/OTHER	18,712.00		
TOTAL		59,058.00	209,853.00	196
TOTAL BLDG. SF	268,911.00			
PHASE IID BUILDING # 7 HEIGHT				
BUILDING # 7			PROVIDED	
			93'-10"	
PHASE IID BUILDING # 8				
1 BLDG	COMMERCIAL SF	RESIDENTIAL SF	UNITS	
	COMMERCIAL SF	22,000.00		
	COLONADES	8,800.00		
	SERVICE/OTHER	9,488.00		
TOTAL		40,348.00	168,973.00	154
TOTAL BLDG. SF	209,321.00			
PHASE IID BUILDING # 8 HEIGHT				
BUILDING # 8			PROVIDED	
			93'-10"	
PHASE IID BLDG D PARKING GARAGE				
1 BLDG	SF	PARKING SPACES		
1	44,193	89		
2	44,193	120		
3	44,193	120		
4	44,193	120		
5	44,193	120		
6	44,193	120		
7	44,193	120		
8	44,193	120		
ROOFTOP	44,193	120		
TOTAL	397,737.00	1,049		
PHASE IID BLDG D PARKING GARAGE HEIGHT				
PARKING GARAGE			PROVIDED	
			93'-10"	
PHASE IID PARKING CALCULATIONS				
# BEDROOMS	# UNITS	SPACES		
(SHOPFRONT) BUILDING # 7				
7 APARTMENT STORIES OVER COMMERCIAL		196	UNITS	
1 BDRM UNITS	70	2.0	140	SPACES REQ'D
2 BDRM UNITS	105	2.0	210	SPACES REQ'D
3 BDRM UNITS	21	3.0	63	SPACES REQ'D
VISITORS	196	0.25	49	SPACES REQ'D
RESIDENTIAL PARKING REQ'D FOR BLDG.		462	SPACES REQ'D	
RETAIL PARKING	31,000.00	250	124	SPACES REQ'D
TOTAL PARKING REQ'D FOR BLDG		586	SPACES REQ'D	
BUILDING # 8				
7 APARTMENT STORIES OVER COMMERCIAL		154	UNITS	
1 BDRM UNITS	88	2.0	196	SPACES REQ'D
2 BDRM UNITS	28	2.0	56	SPACES REQ'D
3 BDRM UNITS	28	3.0	84	SPACES REQ'D
VISITORS	154	0.25	39	SPACES REQ'D
RESIDENTIAL PARKING REQ'D FOR BLDG.		375	SPACES REQ'D	
RETAIL PARKING	22,000.00	250	88	SPACES REQ'D
TOTAL PARKING REQ'D FOR BLDG		463	SPACES REQ'D	
TOTAL PARKING REQ'D ALL BLDGS		1,049	SPACES REQ'D	
TOTAL PARKING PROVIDED		1,049	SPACES PROV.	
PHASE IIC CLUBHOUSE BUILDING				
1 BLDG	COMMERCIAL SF	RESIDENTIAL SF	UNITS	
	CLUBHOUSE	47,000.00		
	COLONADES	2,734.00		
	SERVICE/OTHER	5,495.00		
TOTAL		55,228.00	0.00	0
TOTAL BLDG. SF	55,228.00			
PHASE IIC CLUBHOUSE BUILDING HEIGHT				
CLUBHOUSE BUILDING			PROVIDED	
			70'-4"	
PHASE IIC BUILDING # 5				
1 BLDG	COMMERCIAL SF	RESIDENTIAL SF	UNITS	
	COMMERCIAL SF	9,000.00		
	COLONADES	10,037.00		
	SERVICE/OTHER	14,520.00		
TOTAL		33,557.00	119,658.00	129
TOTAL BLDG. SF	153,215.00			
PHASE IIC BUILDING # 5 HEIGHT				
BUILDING # 5			PROVIDED	
			93'-10"	
PHASE IIC BUILDING # 6				
1 BLDG	COMMERCIAL SF	RESIDENTIAL SF	UNITS	
	COMMERCIAL SF	31,000.00		
	COLONADES	9,346.00		
	SERVICE/OTHER	18,712.00		
TOTAL		59,058.00	209,853.00	196
TOTAL BLDG. SF	268,911.00			
PHASE IIC BUILDING # 6 (SHOPFRONT) HEIGHT				
BUILDING # 6			PROVIDED	
			93'-10"	
PHASE IIC BLDG C PARKING GARAGE				
1 BLDG	SF	PARKING SPACES		
1	45,954	92		
2	45,954	120		
3	45,954	120		
4	45,954	120		
5	32,477	90		
6	32,477	90		
7	32,477	90		
8	32,477	90		
ROOFTOP	32,477	90		
TOTAL	346,201.00	902		
PHASE IIC BLDG C PARKING GARAGE HEIGHT				
PARKING GARAGE			PROVIDED	
			93'-10"	
PHASE IIC PARKING CALCULATIONS				
# BEDROOMS	# UNITS	SPACES		
BUILDING # 5				
7 APARTMENT STORIES OVER COMMERCIAL		129	UNITS	
1 BDRM UNITS	91	2.0	182	SPACES REQ'D
2 BDRM UNITS	26	2.0	52	SPACES REQ'D
3 BDRM UNITS	12	3.0	36	SPACES REQ'D
VISITORS	129	0.25	32	SPACES REQ'D
RESIDENTIAL PARKING REQ'D FOR BLDG.		302	SPACES REQ'D	
RETAIL PARKING	9,000	250	36	SPACES REQ'D
TOTAL PARKING REQ'D FOR BLDG		338	SPACES REQ'D	
BUILDING # 6				
7 APARTMENT STORIES OVER COMMERCIAL		196	UNITS	
1 BDRM UNITS	70	2.0	140	SPACES REQ'D
2 BDRM UNITS	105	2.0	210	SPACES REQ'D
3 BDRM UNITS	21	3.0	63	SPACES REQ'D
VISITORS	196	0.25	49	SPACES REQ'D
RESIDENTIAL PARKING REQ'D FOR BLDG.		462	SPACES REQ'D	
RETAIL PARKING	31,000.00	250	124	SPACES REQ'D
TOTAL PARKING REQ'D FOR BLDG		586	SPACES REQ'D	
TOTAL PARKING REQ'D ALL BLDGS		924	SPACES REQ'D	
TOTAL PARKING PROVIDED		924	SPACES PROV.	

CENTURY TOWN CENTER

At Midtown Doral

3. PARKING CALCULATIONS

PARKING							
USE	SQFT	1 BDRM	2 BDRM	3 BDRM	RATIO	SPACES REQUIRED	SPACES PROVIDED
RETAIL	93,000				1 PER 250 SF	372	372
CLUBHOUSE	47,000				NA	0	0
RESIDENTIAL		329			2 PER UNIT	658	658
			264		2 PER UNIT	528	528
				82	3 PER UNIT	246	246
VISITORS RESIDENTIAL					.25 PER UNIT	169	169
TOTAL						1,973	1,973
CONVENIENCE PARKING PROVIDED							22
GARAGE SPACES PROVIDED							1,951
TOTAL PARKING SPACES PROVIDED							1,973



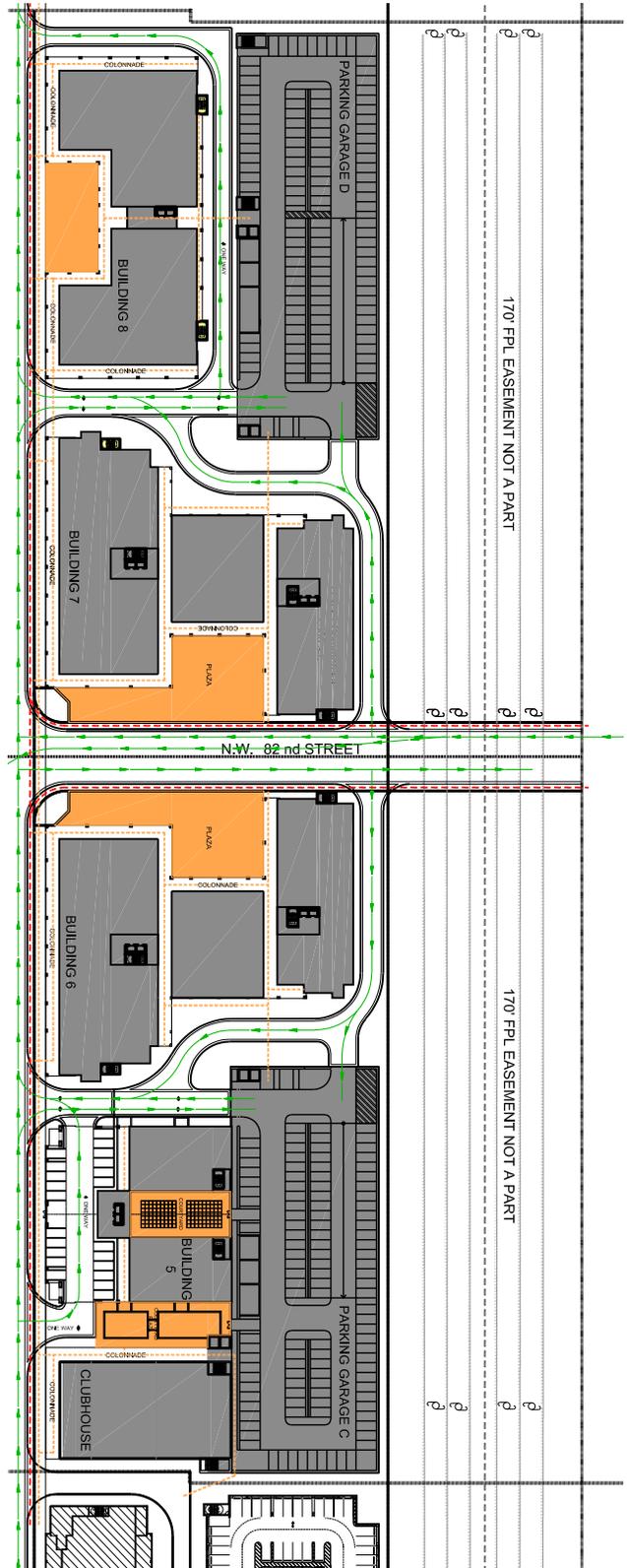
CENTURY TOWN CENTER

At Midtown Doral

4. PEDESTRIAN & VEHICULAR CIRCULATION

Century Town Center fronts on public rights of way and will provide colonnades 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.

-  VEHICULAR ROUTE
-  PEDESTRIAN ROUTE
-  PUBLIC SIDEWALK WITHIN ROW
-  CITY OF DORAL ATLAS BIKE TRAIL
-  PEDESTRIAN PLAZA/COURTYARD



CENTURY TOWN CENTER

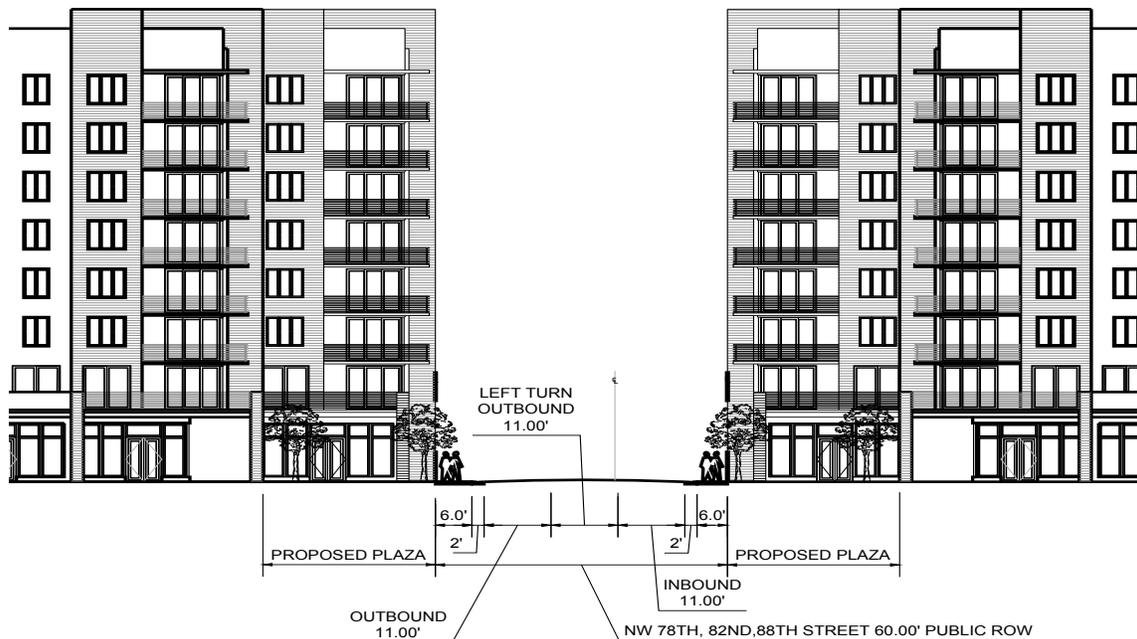
At Midtown Doral

5. 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 the Miami-Dade County Traffic Engineering Department.



Section -107th Avenue at Plaza (Buildings 6 & 7)
(Alley section shown in rear)



Section looking east through plazas on NW82nd
(Minimum ROW Dedication 60.00)

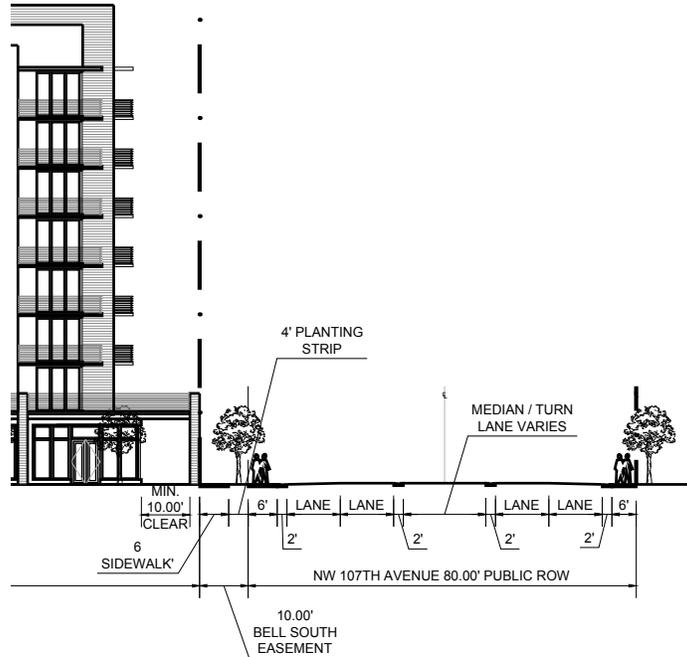
(Additional ROW dedications may be required by the traffic study.)
(Street Trees shall meet minimum height & Caliper code requirements)

CENTURY TOWN CENTER

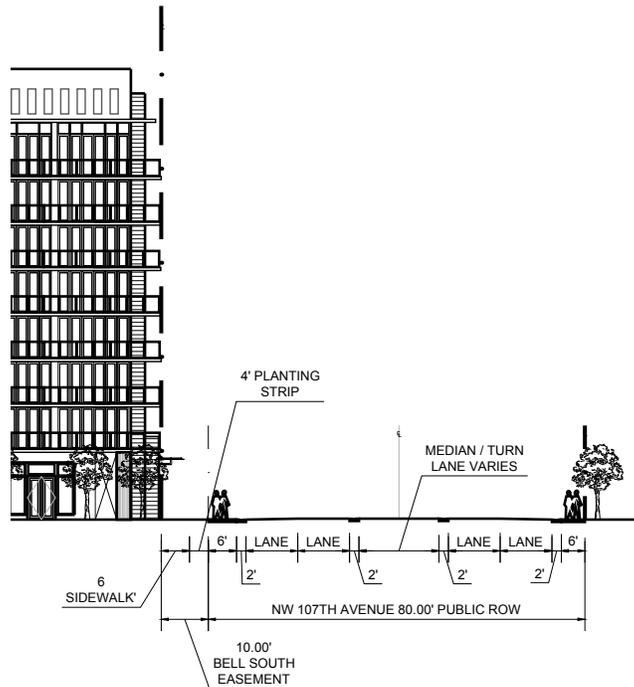
At Midtown Doral

5. 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 the Miami-Dade County traffic division.



Section -at Colonade (Buildings 6 ,7& 8)



Section -at 107th Ave (Building 5)

(Additional ROW dedications may be required by the traffic study.)
(Street Trees shall meet minimum height & Caliper code requirements)

CENTURY TOWN CENTER

At Midtown Doral

6. PARKS AND GREEN AREAS

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.

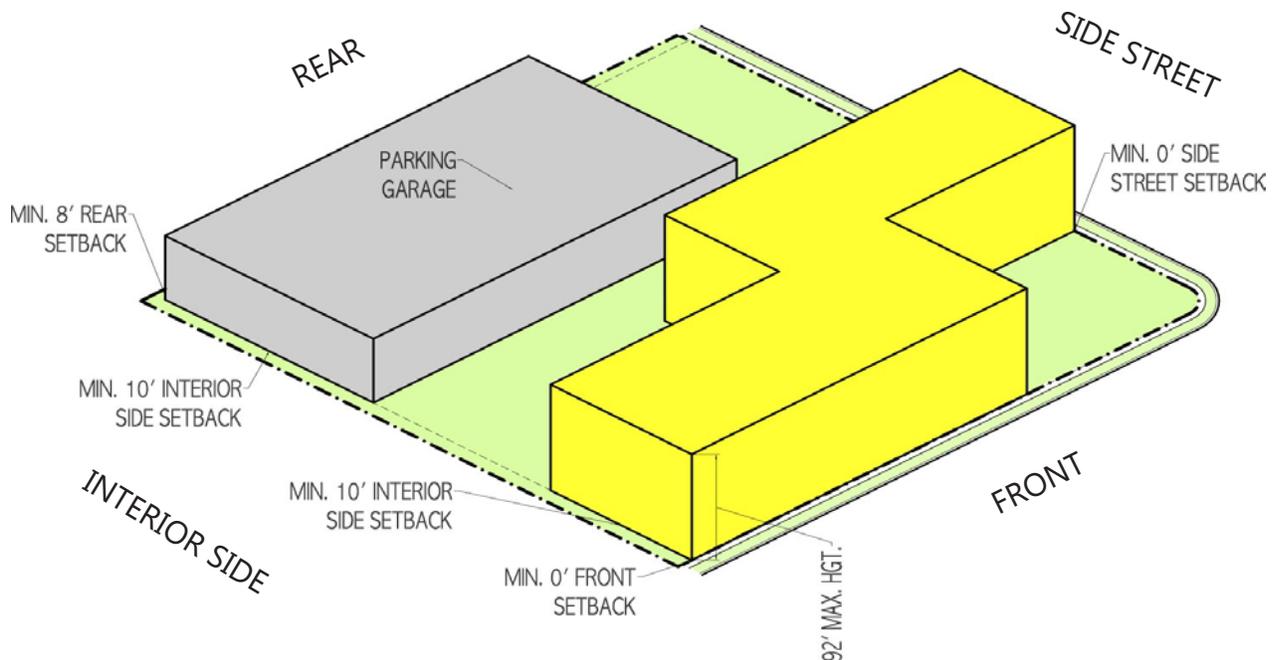
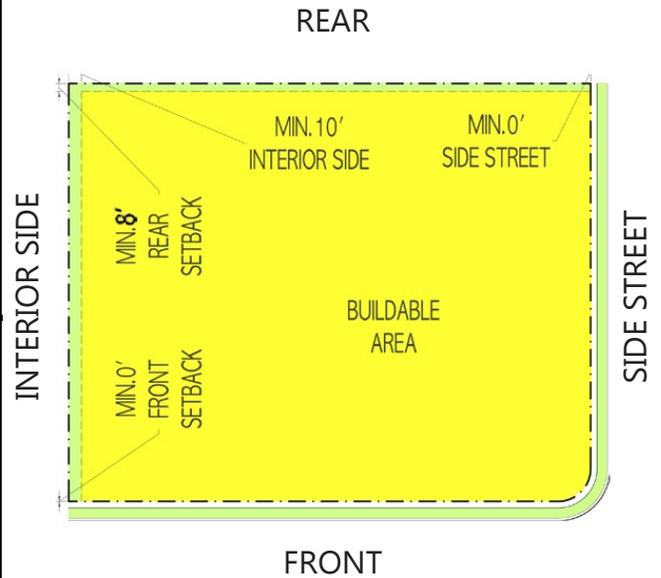


CENTURY TOWN CENTER

At Midtown Doral

7. BUILDING PLACEMENT GUIDELINES

Midrise Condominiums		
MAXIMUM DENSITY	50	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	10	FT
MINIMUM SIDE STREET SETBACK	0	FT
MAXIMUM HEIGHT**	93-10	FT-IN
* BUILDINGS MAY BE ATTACHED TO THE PARKING GARAGE TO ALLOW FOR DIRECT ACCESS FROM PARKING.		
** HEIGHT MAY BE INCREASED 15'-0" TO ALLOW FOR ROOF TOP AMENITIES.		
*** 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 FASCADES.		



CENTURY TOWN CENTER

At Midtown Doral

8. ARCHITECTURAL GUIDELINES

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



CENTURY TOWN CENTER

At Midtown Doral

8. ARCHITECTURAL GUIDELINES

Balconies

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) Tempered Glass or similar translucent material
- 2) 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.



CENTURY TOWN CENTER

At Midtown Doral

8. ARCHITECTURAL GUIDELINES

Roof Top Amenities

Roof top amenities shall be provided on the roof of the clubhouse building.

HEIGHT:

Roof Top Structures may extend 15' above the standard building height. There shall be no limit on coverage, however, roof top amenities shall not interfere with mechanical equipment.

PASSIVE & ACTIVE OPPORTUNITIES

- 1) Trellis & Other Shading devices
- 2) Seating Areas
- 3) Pools
- 4) Spas
- 5) Sports Courts
- 6) Jogging Tracks
- 7) Gardens
- 8) Yard & Table Games
- 9) Overlooks
- 10) Outdoor Kitchens



CENTURY TOWN CENTER

At Midtown Doral

8. ARCHITECTURAL GUIDELINES

Parking Garage Screening

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) Vertical Gardens
- 3) Vertical Fins
- 4) Horizontal Fins
- 5) Perforated Metals
- 6) Wood Louvers



CENTURY TOWN CENTER

At Midtown Doral

8. ARCHITECTURAL GUIDELINES

Additional articulation patterns include:

- 1) a cantilevered concrete slab.



CENTURY TOWN CENTER

At Midtown Doral

8. ARCHITECTURAL GUIDELINES

Colonnade

Colonnades are part of the building structure and provide shade & protection from rain to the sidewalk. It may be supported by columns or cantilevered 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



CENTURY TOWN CENTER

At Midtown Doral

8. ARCHITECTURAL GUIDELINES

Storefronts

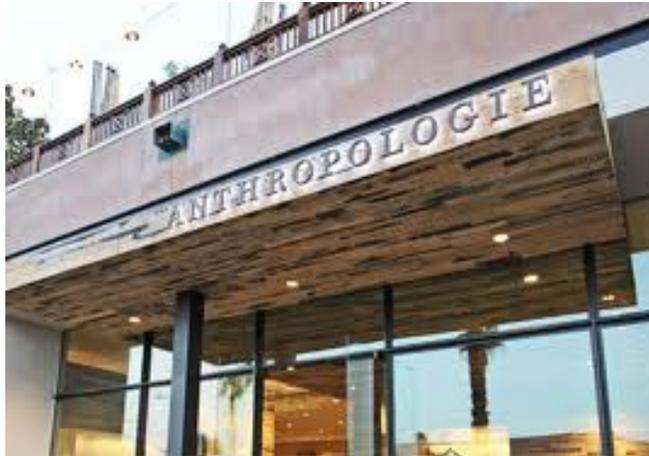
Storefronts shall address the street and may be of a character different from that of the building to provide tenants the ability to create distinctive shopfronts.

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.



CENTURY TOWN CENTER

At Midtown Doral

8. ARCHITECTURAL GUIDELINES

Windows and Doors

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 or 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



CENTURY TOWN CENTER

At Midtown Doral

8. ARCHITECTURAL GUIDELINES

Windows

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



CENTURY TOWN CENTER

At Midtown Doral

8. ARCHITECTURAL GUIDELINES

Doors

Individual doors 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.



CENTURY TOWN CENTER

At Midtown Doral

8. ARCHITECTURAL GUIDELINES

Exterior Building Walls

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.



CENTURY TOWN CENTER

At Midtown Doral

8. ARCHITECTURAL GUIDELINES

Exterior Lighting

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



CENTURY TOWN CENTER

At Midtown Doral

9. OVERALL LANDSCAPE CONTROLS

Plazas and amphitheatres

Encourage the opportunity for public gathering. Plazas are located throughout the site and open space amphitheatres 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



CENTURY TOWN CENTER

At Midtown Doral

9. OVERALL LANDSCAPE CONTROLS

Fountains

The incorporation of water features will encourage gatherings. Water features serve as an amenity, 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

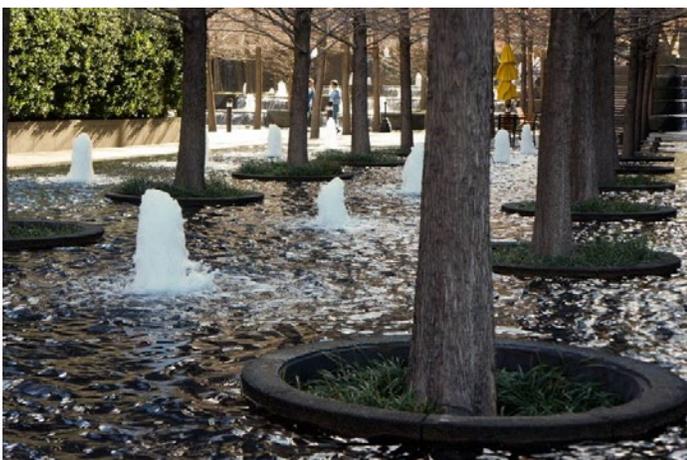
Species

- 1) Palm Trees
- 2) Shade Trees



Materials

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



CENTURY TOWN CENTER

At Midtown Doral

9. OVERALL LANDSCAPE CONTROLS

Streets and Alley

Properly designed streets encourage pedestrian safety and comfort.



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

CENTURY TOWN CENTER

At Midtown Doral

9. OVERALL LANDSCAPE CONTROLS

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

CENTURY TOWN CENTER

At Midtown Doral

9. OVERALL LANDSCAPE CONTROLS

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



Shrub - Schlefflera



Shrub - Dwarf Fakahatchee Grass



Shrub - Indian Hawthorn

CENTURY TOWN CENTER

At Midtown Doral

9. OVERALL LANDSCAPE CONTROLS

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



Palm - Date



Palm - Wild Date (Plazas Only)



Palm - Florida Royal
(In front of retail uses)



Palm - Palmetto
(Parking Garage Areas)



Palm - Montgomery

CENTURY TOWN CENTER

At Midtown Doral

9. OVERALL LANDSCAPE CONTROLS

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



Tree - Orange Geiger Tree



Tree - Japanese Blueberry



Tree - Japanese Fern

CENTURY TOWN CENTER

At Midtown Doral

9. OVERALL LANDSCAPE CONTROLS

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: Alejandro J. Arias, Esq.
 Address: Holland & Knight LLP
 701 Brickell Avenue
 Suite 3000
 Miami, Florida 33131

(Space reserved for Clerk of Court)

**SECOND MODIFICATION OF MASTER DEVELOPMENT AGREEMENT
 RECORDED AT OFFICIAL RECORDS BOOK 29422 AT PAGES 4516 - 4530**

THIS SECOND MODIFICATION TO THE MASTER DEVELOPMENT AGREEMENT (hereinafter the "Second Modification") is entered into this ___ day of _____, 2021, by and between Century Midtown Properties, LLC, a Florida limited liability company (the "Developer"), and the City of Doral, Florida, a Florida municipal corporation (hereinafter the "City").

WITNESSETH:

WHEREAS, the Developer is the owner of the real property located within the boundaries of the City, the legal description of which is attached hereto and made a part hereof as Exhibit "A";

WHEREAS, the Property is currently designated "Community Mixed-Use" on the City's Comprehensive Plan and zoned "Planned Unit Development (PUD)" pursuant to the Land Development Regulations;

WHEREAS, on December 8, 2014, a Development Agreement was entered into between the Developer and the City, and was recorded in the Public Records of Miami-Dade County in Official Records Book 29422 at Pages 4516 – 4530 (the "Development Agreement"), a copy of which is attached as Exhibit "B";

WHEREAS, the Development Agreement approved the phased development of the Property 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, as permitted by the City's Comprehensive Plan and the Land Development Regulations (the "Project");

WHEREAS, on February 12, 2020, a Modification to the Development Agreement was entered into between the then owner of the property covered by the Development Agreement and the City, which is recorded in the Public Records of Miami-Dade County in Official Records Book 31982 at Pages 4378 - 4408, a copy of which is attached as Exhibit "C", to allow for the development of the phases that remained unbuilt, and to establish the remaining development rights under a new phasing schedule: "Phase II", "Phase III", "Phase IV", "Phase V", and Phase "VI" (the "Modification");

WHEREAS, each of these phases are treated as their own respective self-contained projects and subdivisions under "Planned Unit Development (PUD)" Land Development Regulations;

WHEREAS, Phase II, which encompasses the Property, may be developed with a maximum of 505 dwelling units, 89,750 square feet of gross leasable area of commercial use, and a 47,000 square foot clubhouse;

WHEREAS, the Developer now seeks to modify the Phase II development program to allow for an increase of 170 dwelling units (the "Additional Units") and an increase of 4,650 square feet of gross leasable area of commercial use;

WHEREAS, the Second Modification will allow for the more effective and efficient use of land resources, and will serve to provide for a more balanced and sustainable mix of uses on the Property;

WHEREAS, pursuant to Paragraph 22 of the Second Modification, the Development Agreement 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, their successors or assigns, provided that such modification, amendment, release has been approved by the City after public hearing.

NOW, THEREFORE, in consideration of the conditions, covenants and mutual promises hereinafter set forth, the Developer and the City agree as follows:

1. Paragraph 5 of the Development Agreement is 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 505 dwelling units, 89,750 square feet of gross leasable area of commercial use, and a 47,000 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.

ii. While the Conceptual Master Plan contemplates that the Property will be developed in six (6) Phases, which phases may not be sequential, residential density, and office and retail intensity may be shifted to other Phases of the Project so long as said transfer does not result in an overall increase of residential density or office and retail intensity for the Project. The Developer of each Phase shall adopt rules and regulations for the administration of the off-street parking within each phase which, at a minimum, recognize that guest spaces will be available for guests of the residents of each Phase. For purposes of illustration, 136 spaces in the garages that serve the four existing buildings in Phase I of the Project shall be designated as guest spaces for use by the guest of the residents in Phase I.

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, and 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, as it applies to the Property and as may be amended from time to time (collectively, the "Settlement Agreement").

iv. **Height.** The height of the buildings within the Project shall not exceed eight (8) stories; except within Phases IV and V wherein buildings may reach a height of ten (10) stories.

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 ~~505~~ 675 dwelling units, ~~89,750~~ 93,000 square feet of gross leasable area of commercial use, and a 47,000 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.

- ii. While the Conceptual Master Plan contemplates that the Property will be developed in six (6) Phases, which phases may not be sequential, residential density, and office and retail intensity may be shifted to other Phases of the Project so long as said transfer does not result in an overall increase of residential density or office and retail intensity for the Project. The Developer of each Phase shall adopt rules and regulations for the administration of the off-street parking within each phase which, at a minimum, recognize that guest spaces will be available for guests of the residents of each Phase. For purposes of illustration, 136 spaces in the garages that serve the four existing buildings in Phase I of the Project shall be designated as guest spaces for use by the guest of the residents in Phase I.
- 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, ~~and~~ 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, and that certain Fifth Amendment to Settlement Agreement pursuant to Resolution No. 21-248 passed and adopted by the City Council on October 27, 2021, as it applies to the Property and as may be amended from time to time (collectively, the "Settlement Agreement").
- iv. **Height.** The height of the buildings within the Project shall not exceed eight (8) stories; except within Phases IV and V wherein buildings may reach a height of ten (10) stories.
- 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.”

3. Additional Provisions.

a. **Workforce Housing Requirements.** The Developer shall make ten percent (10%) of the Additional Dwelling units in Phase II (the "Workforce Housing Units," as such term is defined in Section 74-887 (d) of the City Code), available to "Eligible Workforce Households," as such term is defined in Section 74-887 (b) of the City Code, for period of twenty years after the issuance of a certificate of occupancy for the Workforce Housing Units (the "Control Period"). Beginning on July 1 of the first year of the Control Period, and on every July 1 of every year of the Control Period, the Developer shall submit documentation to the City verifying that the Workforce Housing Units are being rented to Eligible Workforce Households.

b. **Off-Site Park Parcel Dedication.** To help mitigate the Application’s impact on the City’s park and recreation facilities, the Owner has identified for future conveyance to the City that certain parcel of land, consisting of approximately fifty (50) acres, which is located generally on the north side of NW 74 Street and west of NW 107 Avenue and which is currently being maintained as a preservation area, as more particularly described in Exhibit "C" (the "Off-Site Parcel"). As a condition to the approval of the Application, the Owner shall convey the Off-Site Parcel to the City at no cost to the City. The City and the Owner acknowledge that the City’s intended use of the Off-Site Parcel as a passive recreational area, including public view corridors (the “City’s Intended Use”), may require the approval of a modification of that certain conservation easement in favor of the South Florida Water Management District (the "SFWMD"), as amended, which is recorded at Official Records Book 27780, Pages 4630-4750 of the Public Records of Miami-Dade County (the “Modification”). The City shall have one-hundred and eighty (180) days (unless such time is extended by mutual agreement of the Owner and the City)

following final approval of the Application to secure the approval of the Modification by the SFWMD and, if applicable, the US Army Corps of Engineers and the County's Division of Environmental Resources Management (the "Environmental Agencies"). The Owner shall cooperate fully with the City, including by promptly signing any applications and documents required by the Environmental Agencies in connection with the approval of the Modification. The Owner shall cause the conveyance of the Off-Site Parcel to the City at no cost to the City in its "as is, where is" condition, subject to all existing exceptions and encumbrances and to be held as public park land, within ten (10) business days following the approval of the Modification. As additional consideration, the Owner agrees not to seek certificates of occupancy for more than 505 units until such time as the City has secured the approval of the Modification.

c. **Use of Clubhouse Amenities.** The use of the clubhouse amenities shall be limited to the residents of the Midtown PUD, their guests and invitees. Notwithstanding anything in the Homeowners' Association Documents for Midtown Doral (the "HOA Documents") to the contrary, this provision, and the provisions sets forth in the Declaration of Restrictions proffered by Century Midtown Properties, LLC (the "Declaration") and the Fifth Amendment to Settlement Agreement (the "Fifth Amendment"), shall supersede all conflicting language set forth therein.

d. **Electric Vehicle Charging Stations.** Notwithstanding anything in the Development Agreement to the contrary, the development of Phase II shall comply with the provisions of Section 77-141 of the City Code.

e. **On Demand Shuttle Service.** Within 180 days following the issuance of a certificate of occupancy for the clubhouse, the owner of the clubhouse shall provide transportation within the boundaries of the Midtown PUD to residents of the Midtown PUD (their guests and invitees) to and from the clubhouse during the operating hours of the clubhouse. The

transportation service may be provided on an *on-call / on-demand* basis or on a fixed route and schedule and through a third party service.

4. Except as hereby amended, all other conditions and provisions of the Development Agreement shall remain in full force and effect.

[SIGNATURE PAGES FOLLOW]

H&K DRAFT (11.17.2021)

EXHIBIT "A"

PHASE II - LEGAL DESCRIPTION

Lots 7 & 8

The South 644.84 feet of the following described three (3) Parcels of Land.

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. LESS the external area formed by a 25 foot radius curve, concave to the Northeast and tangent to the South and West of the herein described Parcel.

TOGETHER WITH:

Parcel 3:

A portion of the West ½ 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.

H&K DRAFT (11/15/2021)

EXHIBIT "B"

**MASTER DEVELOPMENT AGREEMENT
RECORDED AT OFFICIAL RECORDS BOOK 29422 AT PAGES 4516 - 4530**

H&K DRAFT (11.17.2021)

EXHIBIT "C"

**MODIFICATION OF MASTER DEVELOPMENT AGREEMENT
RECORDED AT OFFICIAL RECORDS BOOK 31982 AT PAGES 4378 - 4408**

H&K DRAFT (11.17.2021)