

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

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT FOR DOWNTOWN DORAL SOUTH fully executed date of November 2, 2016, CC Homes at Doral, LLC a Delaware limited liability company, White Course Lennar, LLC a Florida limited liability company, and CC-WCD TIC, LLC (hereinafter, collectively, the "Developers") and the City of Doral is made, adopted and executed this 6 day of ~~December, 2019~~ October, 2021

1. Cultural Affairs Contribution - Paragraph 13 (b) (ii)- Cultural Affairs Contribution is revised to read as follows:

Developers agree to make a cultural affairs contribution of ONE MILLION Dollars (\$1,000,000.00) (the "Cultural Affairs Contribution") to the City of Doral for the primary purpose of collecting and exhibiting visual artwork in and around the Property. The Cultural Affairs Contribution shall be made by the Developers no later than ninety (90) days following the date set forth above (the Effective date") effective date of this Amendment.

2. No other terms or conditions to the AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT FOR DOWNTOWN DORAL SOUTH shall be changed as a result of this First Amendment.

City of Doral:

Signature Hernan M. Organvidez Date 10/6/21
Interim City Manager, Hernan M. Organvidez

Attest:

Connie Diaz
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
Luis Figueredo, ESQ
City Attorney

WITNESSES:

Developer:

CC Homes at Doral, LLC
A Delaware limited liability company

[Signature]
Signature

Joe Jimenez
Print Name

[Signature]
Signature

MIKE LEVAK
Print Name

[Signature]
By: Hal Eisenacher

Title: VP

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

The foregoing instrument was acknowledged before me this 22 day of Sept., 2021, by Harold Eisenacher of CC Homes at Doral, LLC, a Delaware limited liability company, on behalf of the company. He/she is personally known to me or has produced _____ as identification and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires: 6.12.2025

[Signature]
Notary Public, State of Florida

Lisette Viera
Print Name



WITNESSES:



Signature

VIVIAN BORBOLLA

Print Name



Signature

BARBARA TORRES

Print Name

Developer:

White Course Lennar, LLC
A Florida limited liability company



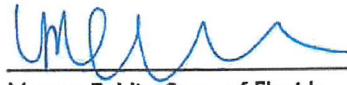
By: CARLOS GONZALEZ

Title: V.P.

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

The foregoing instrument was acknowledged before me this 4th day of October, 2021, by CARLOS GONZALEZ of White Course Lennar, LLC, a Florida limited liability company, on behalf of the company. He/she is personally known to me or has produced _____ as identification and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

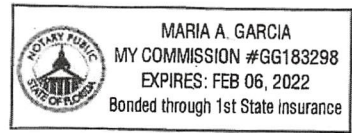
My Commission Expires: 2/6/22



Notary Public, State of Florida

Maria A. Garcia

Print Name



management of both of the prior uses regularly and routinely involve the legal application of various fertilizers, insecticides, and herbicides. The preparation of the property for post golf course use will involve remediation of both soil and groundwater under the regulatory supervision of Miami Dade County, possibly resulting in restrictions on the use of groundwater and subsurface soils, and the recordation of a Covenant confirming the restrictions. The Civic Parcel shall be filled and graded by the Developers prior to conveyance. Upon acceptance of the Civic Parcel, the City shall have two (2) years to complete preliminary improvements to the Civic Parcel (including but not limited to sod and landscaping) and shall maintain the Civic Parcel as, at a minimum, a passive green space.

- ii) **Cultural Affairs Contribution.** Under the Original Agreement, an amphitheater was contemplated as part of the Project. In lieu of the amphitheater contemplated by the Original Agreement, the Developers agree to contribute five hundred thousand dollars (\$500,000) to the preparation of plans for the improvement of the cultural arts pavilion programmed for the Triangle Parcel in Downtown Doral (2016 Folio Number 35-3022-032-0090; legally described in Exhibit G) within one year of the Effective Date and one million dollars (\$1,000,000) for the construction of such structure (the "Cultural Affairs Contribution"). The Cultural Affairs Contribution shall be made by the Developers no later than within sixty (60) days following the issuance of a building permit for vertical construction for said cultural arts pavilion.
- iii) **Publicly Accessible Recreational Land.** The Developers shall also design the Project to include a minimum of 7.6 acres of Publicly Accessible Recreational land. Said land may be privately owned or may be dedicated to an appropriate governmental or quasi-governmental entity at the sole discretion of the Developers.
- iv) **Parks and Recreation Impact Fees.** The dedication of the Civic Parcel and any Publicly Accessible Recreational land that is dedicated to a governmental or quasi-governmental entity shall qualify for Parks and Recreation Impact Fee contribution in lieu/credits.

Until such time as the Civic Parcel conveyance and Cultural Affairs Contribution has been made and impact fee credits have been assigned to the Project by the City, the Developers shall provide a bond, letter of credit, or other surety in a form mutually acceptable to the City and Developers, for an amount equal to that portion of the Parks and Recreation Impact Fee to cover the cost of the Parks and Recreation impacts generated by building permits sought for residential buildings. Once the conveyance of the Civic Parcel has occurred and the Cultural Affairs Contribution has been made, the City shall issue building permits in conformity with its Parks and Recreation Impact Fee, based on credits granted for the Civic Parcel dedication and Cultural Affairs Contribution and no further surety shall be required to address Parks and Recreation Impact Fee obligations for the issuance of a building permit within the Project. Said surety shall be released by the City