

This instrument was prepared by:

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Miami, Florida 33131

(Space reserved for Clerk of Court)

**AMENDMENT TO SETTLEMENT AND RELEASE AGREEMENT
RECORDED AT OFFICIAL RECORDS BOOK 33974 PAGES 3611-3621**

THIS AMENDMENT TO SETTLEMENT AND RELEASE AGREEMENT (hereinafter the “**Amendment**”) is made and entered into this 30 day of May, 2025, by and between DORAL COSTA CAPITAL LLC, DORAL COSTA MANAGER, LLC, and OASIS AT DORAL I MANAGER, and their heirs, successors and assigns (collectively “**Developer**”) and the City of Doral, Florida, a Florida municipal corporation (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”** (the “**Property**”); and

WHEREAS, on November 3, 2023, the Developer and the City entered into a Settlement and Release Agreement (the “**Agreement**”); capitalized terms used herein but not defined herein have the meanings given to them in the Agreement; and

WHEREAS, the Developer has submitted an Amended Application (as defined in the Agreement), as may be modified from time to time, for development of the Property with a mixed-use residential project in accordance with Section 166.04151(7)(a), F.S. (the “**Project**”); and

WHEREAS, the Agreement was silent as to the parking standards applicable to the Amended Application, as may be modified from time to time;

WHEREAS, the Developer and the City desire to amend the Agreement to establish the applicable parking standards for the Project (the “**Project Parking**”).

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

1. **Recitals**. The foregoing recitals are true and correct and are hereby incorporated herein by reference. All exhibits to the Amendment are hereby deemed a part hereof.
2. Paragraph 3 of the Agreement is hereby amended to add subsection 3.e. as follows:

3. Existing Rights and Limitations.

- e. Notwithstanding the foregoing, the Project Parking shall be pursuant to this Section, the standards set forth in Exhibit “B”, attached and incorporated by reference hereto, and the applicable provisions of the Act, as may be amended from time to time. In the event of a conflict between the parking requirements herein and the Act, as may be amended from time to time, the least restrictive and most favorable to the Developer shall control.
 - i. In order to maximize the number of parking spaces provided, tandem spaces for residential uses may be permitted and approved administratively, in accordance with the City’s adopted ordinances. Additionally, the City shall evaluate and consider in the future allowing tandem parking for office and commercial uses.
 - ii. If needed in the future to adequately serve the Project’s tenant users and patrons, mechanical parking facilities and/or lifts may be considered. Mechanical parking facilities and/or lifts shall be subject to operational review and approval by the City of Doral, and other governmental agencies which may have jurisdiction over the installation and operation of mechanical parking facilities.
 - iii. A shared parking reduction for Project uses, as may be amended or modified from time to time, may be permitted by the City, at its discretion, provided that, prior to the issuance of a Certificate of Use for the use seeking the reduction, the Developer or its assignees or designees, submits a shared parking analysis using the Urban Land Institute (ULI) Parking Model (latest edition), or equivalent analysis, to demonstrate that hours of maximum demand for parking at the respective uses do not normally overlap and sufficient number of parking spaces are available at the peak hour/peak season of parking demand.
3. Except as hereby amended, all other conditions and provisions of the Agreement shall remain in full force and effect.

[Signature Page to Follow]

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

WITNESSES:

[Signature]
Signature
EVA KARENE BOUZAGLO
Print Name

Address:
[Signature]
Signature
SIGNIFY DELAROSA
Print Name
2875 NE 191 ST AVENTURA FL 33180
Address:

DORAL COSTA MANAGER, LLC, a
Florida limited liability company:

By: [Signature]
Name: JORGE LINKANOL
Title: MANAGER

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

The foregoing instrument was acknowledged before me by means of means of physical presence or online notarization, this 5 day of June, 2025, by Edward Abbo, as MANAGER for the **DORAL COSTA MANAGER, LLC**, on behalf of **DORAL COSTA MANAGER, LLC**. 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.

[NOTARY SEAL] [Signature]

Print Name: Louises E. SASSER
Notary Public, State of Florida
Commission #: #11599714
My Commission Expires 10-3-28

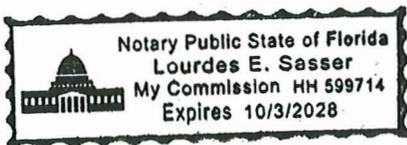


Exhibit "A"

Legal Description

PARCEL I :

TRACT C, TRACT D, AND TRACT E OF DORAL COSTA CENTER AMENDED, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 153, PAGE 51 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

PARCEL II:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF TRACT D OF PARCEL I AS CREATED BY EASEMENT AGREEMENT DATED NOVEMBER 2, 2000, FILED SEPTEMBER 12, 2001 IN OFFICIAL RECORDS BOOK 19895, PAGE 2103, FOR THE LAND DESCRIBED THEREIN. SUBJECT TO THE TERMS, PROVISIONS AND CONDITIONS SET FORTH IN SAID INSTRUMENT.

Exhibit “B”

Project Parking Standards

Oasis at Doral Parking Standards*

Parking			
Residential	Units	Required Parking	Provided Parking
All 0 BR Units @1.5 sp/DU	159 Units	239 Spaces	239 Spaces
All 1 BR Units @1.5 sp/DU	308 Units	462 Spaces	462 Spaces
All 2 BR Units @1.5 sp/DU	93 Units	140 Spaces	140 Spaces
All 3 BR Units @1.5 sp/DU	63 Units	95 Spaces	95 Spaces
Total	623 Units	936 Spaces	936 Spaces
Non-Residential	Square Footage	Required Parking	Provided Parking
Shopping Center @1sp/250 GSF	154,794 SF	619 Spaces	384 Spaces
Office @1sp/300 GSF	250,816 SF	836 Spaces	703 Spaces
Total	405,610 SF	1,455 Spaces	1,087 Spaces
Grand Total		2,390 Spaces	2,023 Spaces

(15.4% Parking Reduction)

*Based on parking standards pursuant to City Place DMU Pattern Book.

Notes:

- 15.4 % parking reduction when comparing required parking vs. provided parking.
- The parking ratio and the number of parking spaces provided herein include tandem spaces.
- Pursuant ITE Parking Generation Manual 6th Edition, the peak utilization for retail and residential uses occurs in the early evenings and based on ITE time-of-day parking distribution, the peak utilization for offices uses occurs during the late morning. As such, the peak parking demand of all three uses do not coincide. During business office hours, weekday mornings and afternoons, the provided commercial/shopping center parking spaces will be available for shared use between the office and residential uses. Outside of office business hours, during the weekday evenings and weekends, the provided office parking spaces will be available for shared use between the commercial and residential uses. As such, the proposed provided parking spaces are expected to meet or exceed the parking demands of the proposed development.
- For illustration purposes: Assuming that 100% of the residential spaces will be reserved and not open to the public, a shared-parking analysis determined that a 15% shared parking utilization between the commercial and office uses only is expected during a regular weekday and 42% during the weekend. In other words, only 15% percent of the vacant provided office spaces are expected to be utilized by the commercial uses during a regular weekday, and 42% of the vacant provided office spaces are expected to be utilized by the commercial uses during the weekend, leaving 58% of the provided office spaces open. Therefore, even during weekends, there will be excess parking available.

RESOLUTION No. 25-122

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A MODIFICATION TO SETTLEMENT AND RELEASE AGREEMENT WITH DORAL COSTA CAPITAL, LLC, DORAL COSTA MANAGER, LLC, AND OASIS AT DORAL I MANAGER; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on November 3, 2023, Doral Costa Capital, LLC, Doral Costa Manager, LLC and Oasis at Doral I Manager (together these parties shall be referred to as the “Developer”), entered into a settlement agreement with the City of Doral, which was recorded in Official Book 33974, Pages, 3611 – 3621(the “Settlement Agreement”); and

WHEREAS, the Settlement Agreement provided for consideration on the height and intensity of the Developer’s project; and

WHEREAS, the Settlement Agreement provided vague language regarding parking regulations; and

WHEREAS, in order to provide clarity, the City has reached an agreement on parking requirements for the Developer’s project, as attached hereto as Exhibit “A.”

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

Section 1. Incorporation of Recitals. The aforementioned recitals are incorporated herein by reference.

Section 2. Authorization. The Mayor and City Council hereby authorize City Manager and City Attorney to finalized a Settlement Agreement with Doral Costa

Capital, LLC, Doral Costa Manager, LLC and Oasis at Doral I Manager, in substantially the same form as Exhibit "A."

Section 3. Implementation. The City Manager and City Attorney are authorized to take all necessary steps to implement this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Councilmember Pineyro who moved its adoption. The motion was seconded by Councilmember Reinoso and upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Maureen Porras	Yes
Councilwoman Digna Cabral	Yes
Councilman Rafael Pineyro	Yes
Councilwoman Nicole Reinoso	Yes

PASSED AND ADOPTED this 16 day of April, 2025.



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 & COBIELLA, PLLC
CITY ATTORNEY