

***Downtown Doral South
Community Development District***

Augst 31, 2026

Downtown Doral South Community Development District

Revised Special Meeting Agenda

Seat 4: Francisco Bird – C.	
Seat 3: Jaime Mercado – V.C.	
Seat 5: Lidy Hernandez – A.S.	
Seat 1: Gerardo Cabral – A.S.	
Seat 2: Felix Bravo – A.S.	

**Monday
August 31, 2026
9:00 a.m.**

**Community Clubhouse
4651 N.W. 82nd Avenue Doral, Florida
[Join the meeting now](#)**

**Meeting ID: 275 891 473 591 456 and Passcode: JS7n2Qs3
1 872-240-4685 and Phone Conference ID: 893 003 122#**

1. Roll Call
2. Discussion of Financing Matters related to Acquisition of the Clubhouse Property Series 2026 Bonds
 - A. Consideration of Engineers Report – **Page 4**
 - B. Consideration of Master Assessment Methodology – **Page 17**
 - C. Consideration of **Resolution #2026-08** Declaring Special Assessments – **Page 50**
 - D. Consideration of **Resolution #2026-09** Calling for a Public Hearing to Impose Special Assessments – **Page 54**
3. Discussion of:
 - A. Environmental Site Assessment Phase 1
 - 1) MEC Engineering Proposal – **Page 60**
 - 2) Nelco Testing and Engineering Services, Inc. Proposal – **Page 64**
4. Consideration of:
 - A. R&DC Proposal for Facility Condition Assessment of the Clubhouse and Amenities – **Page 67**
 - B. Ford, Armenteros, & Fernandez, Inc. Proposal for Surveying Services – **Page 72**
 - C. Clubhouse Purchase and Sale Agreement – **Page 77**
 - D. Engagement Letter with Greenberg Traurig, P.A. to Serve as Special Club Counsel – **Page 149**
5. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager
 - D. Manager
6. Audience Comments – **As per District's rules, each speaker has 3 minutes to provide comments**
7. Supervisors Requests

8. Adjournment

Meetings are open to the public and may be continued to a time, date and place certain. For more information regarding this CDD please visit the website: <http://www.downtowndoralsouthcdd.com>

Downtown Doral South Community Development District

**Engineer's Report
For the
Acquisition of the Clubhouse Property
And Other
Capital Improvements and Repairs Thereto**

Prepared for
**Downtown Doral South Community Development District
Board of Supervisors**
City of Doral,
Miami-Dade County, Florida

Prepared by
Alvarez Engineers, Inc.
8935 NW 35 Lane, Suite 101
Doral, FL 33172
Telephone 305-640-1345
E-Mail Address: Alvarez@Alvarezeng.com

**Accepted
August 19, 2026**

Revised August 31, 2026

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I. Introduction

The Downtown Doral South Community Development District (the “District” or “CDD,” see Exhibit 1 for the location) intends to purchase from White Course Lennar, LLC and CC-WCD TIC, LLC (collectively the “Club Owner”) certain real property including the clubhouse, fitness center and site facilities located thereon within the boundaries of the CDD. The clubhouse, fitness center, site facilities, related fixtures and personal property are referred collectively hereinafter as the “Clubhouse Property.”

The Clubhouse Property is located on Tract “I1” of “Downtown Doral South Phase Two”, as recorded at PB 173, PG 73 of the Public Records of Miami-Dade County, Florida (the “Property Parcel”, see Exhibit 2 for the location).

Although the clubhouse and the fitness center buildings are on one parcel of land, they were assigned two different physical addresses: 4651 NW 82 Avenue for the clubhouse, and 8151 NW 46 Terrace for the fitness center, Doral, Florida, 33166. The Property Parcel is identified as Folio Number 35-3022-040-7140 by the County Property Appraiser.

The District intends to issue one or more series of special assessment bonds (the “Series 2026 Bonds”) to finance the purchase of the Clubhouse Property and to finance certain capital improvements thereto as described below. This Engineer’s Report describes the Clubhouse Property, the negotiated purchase price of the Clubhouse Property and a description and cost estimate of the other capital improvements relating thereto..

II. Description of the Clubhouse Property.

The Clubhouse Property includes, but is not limited to, the clubhouse and fitness center buildings, the parcel land, and all related indoor and outdoor facilities, fixtures, improvements, and the included personal property constructed, located and completed within the 1.91-acre Property Parcel. The Clubhouse Property, not including the personal property, is described in the table below and in the plans referenced in Exhibits 3, 4, 5 and 6 attached to this Engineer’s Report.

For a complete description of the improvements constituting the Clubhouse Property, refer to the permitted sets of plans prepared by Sotolongo Salman Henderson, Architects, LLC and to the list of personal property in the files of the District.

Table 1			
Category	Description	Area (SF)	Occupancy Capacity
Property Parcel Information			
Clubhouse Address	4651 NW 82 Avenue, Doral, FL 33166		
Fitness Center Address	8151 NW 46 Terrace, Doral, FL 33166		
Folio # (Clubhouse & Fitness Ctr.)	35-3022-040-7140		
Property Legal Description	Tract "I1" of Downtown Doral South Phase TWO, (PB 173, PG73)		
Property Area (Square Feet)	Property Area per the Recorded Plat (Square Feet)	83,397	
Property Area (Acres)	Property Area per the Recorded Plat (Acres)	1.91	
Property Site Area Breakdown			
	19 Onsite Parking Spaces, Including 2 Accessible	3,258	
	51 Offsite Parking Spaces Within Walking Distance	0	
	Clubhouse Building Footprint and Occupancy Capacity	14,795	675
	Fitness Center Building Footprint and Occupancy Capacity	13,018	836

Table 1			
Category	Description	Area (SF)	Occupancy Capacity
	Pool Deck	14,276	476
	Pool Water	6,749	135
	Splash Pad	1,822	37
	Landscaped Open Areas, Driveways and Outdoors Paths	29,479	
	Total Property Site Area Coverage	83,397	
	Total Property Acreage	1.91	
	Total Property Occupancy Capacity		2,159
Clubhouse Bldg. Area Breakdown			
Air-Conditioned Areas	Billiard Room	386	25
	Business Room	622	7
	Club Room	1,043	149
	Concierge	185	2
	Foyer	421	29
	Kitchen	442	3
	Lounge Room	909	130
	Management Office	185	2
	Reception Room	1,188	170
	Receptionist	133	2
	Youth Center	622	42
	Halls, Corridors, Restrooms, Common Areas	3,949	
	Sub-Total Air-Conditioned Areas	10,085	
Non-Air-Conditioned Areas	Covered Terrace - Logia	4,187	112
	Covered Front Porch	523	
	Sub-Total Non-Air-Conditioned Areas	4,710	
	Total Clubhouse Building Area	14,795	
	Occupancy Rounding (+2)		2
	Total Clubhouse Building Occupancy Capacity		675
Fitness Center Area Breakdown			
Air-Conditioned Areas	Indoor Basketball Court (1st Floor)	6,655	444
	Reception (1st Floor)	473	32
	Spinning Cardio (1st Floor)	616	13
	Weightlifting Room 1 (1st Floor)	2,153	44
	Kids' Room (2nd Floor)	320	22
	Manager's Office (2nd Floor) (Proposed for HOA office use)	117	2
	Massage Room (2nd Floor) (Proposed for HOA office use)	124	2
	Running Track (2nd Floor)	2,624	175
	Weightlifting Room 2 (2nd Floor)	2,421	49
	Yoga/Aerobics (2nd Floor)	801	54
	Halls, Corridors, Restrooms, Common Areas	3,251	

Table 1			
Category	Description	Area (SF)	Occupancy Capacity
	Sub-Total Air-Conditioned Areas	19,555	
Non-Air-Conditioned Areas	Balcony 1	144	
	Balcony 2	121	
	Covered Entry	155	
	Service Yard	910	
	Stair-Storage Area	153	
	Storage	308	
	Spa	88	
	Sub-Total Non-Air-Conditioned Areas	1,879	
	Total Fitness Center Building Area	21,434	
	Occupancy Rounding (-1)		-1
	Total Fitness Center Occupancy Capacity		836

III. Determination of the Purchase Price and Additional Improvements.

Section 5.5 of The Residences At Downtown Doral Club Club Plan (the "Club Plan"), recorded on August 30, 2018, at Miami-Dade County ORB 31121, PG 1249, provides the Residences at Downtown Doral Master Association, Inc. (the "Association") the option to purchase the Clubhouse Property from the Club Owner after two years from its completion date in 2020. At its meeting of March 11, 2026, the Board of Directors of the Association resolved to waive the option of the Association to purchase the Clubhouse Property, and to support the sale of the Clubhouse Property to the District for a negotiated purchase price between the Club Owner and the District of **\$28,413,000.**

Additional Improvements:

The CDD Board of Supervisors requested at its meeting of July 15, 2026, to issue sufficient Bonds to produce, in addition to the purchase price, supplementary funds to construct additional improvements and/or for miscellaneous repairs to the Clubhouse Property. Board members have provided the District Manager and the District Engineer with the following list of desired improvements and/or repairs. The amounts estimated by the District Engineer next to each work item should be considered budget amounts based on experience only. The final amounts will be known at the time of design and permitting. Portions of the estimated budget amounts may be moved from one category of improvement to another, as needed, at the time of construction pricing.

- Installation of a heater system for the clubhouse swimming pool. (\$110,000)
- Installation of a security system in the Clubhouse Property. (\$50,000)
- Installation of a food vendor facility on the pool deck. (\$270,000)
- Purchase of additional equipment for the fitness center. (\$50,000)
- Installation of canopies and additional landscaping on the pool deck for shading purposes. (\$70,000)
- Interior remodeling of the clubhouse to accommodate homeowner associations' staff and their operational needs and modification of the children's playroom. (\$25,000)

- Construction of a structure for storing golf carts and tools for landscaping maintenance and the temporary storage of palm fronds. (\$175,000)
- Miscellaneous repairs to the Clubhouse Property. (\$250,000)

The total budget amount suggested in this Engineer's Report for additional improvements and/or repairs is **\$1,000,000.**

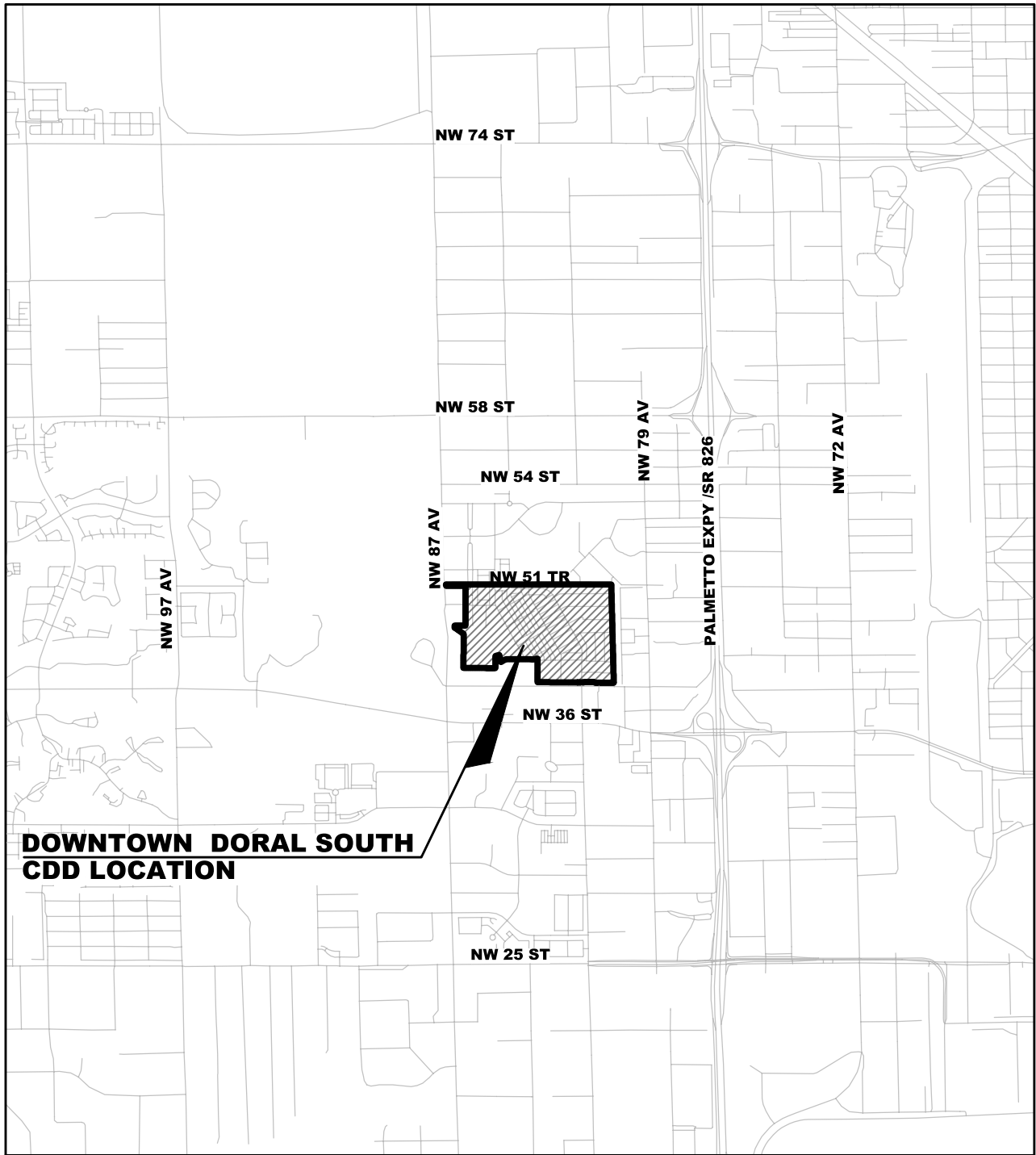
IV. Engineer's Certification.

It is our opinion that the benefits to the residents of the CDD derived from the District's purchase, ownership of the Clubhouse Property and the capital improvements and repairs thereto are equal to, or greater than, the \$28,413,000 purchase price plus the \$1,000,000 in additional capital improvements and repairs indicated in this report.

I hereby certify that the foregoing is a true and correct copy of the Engineer's Report for the acquisition of the Clubhouse Property prepared for the District's Board of Supervisors.

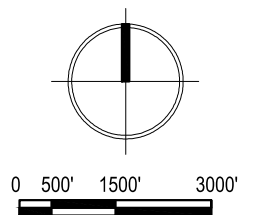
Juan R. Alvarez, PE
Florida Registration No. 38522
Alvarez Engineers, Inc.
August 19, 2026

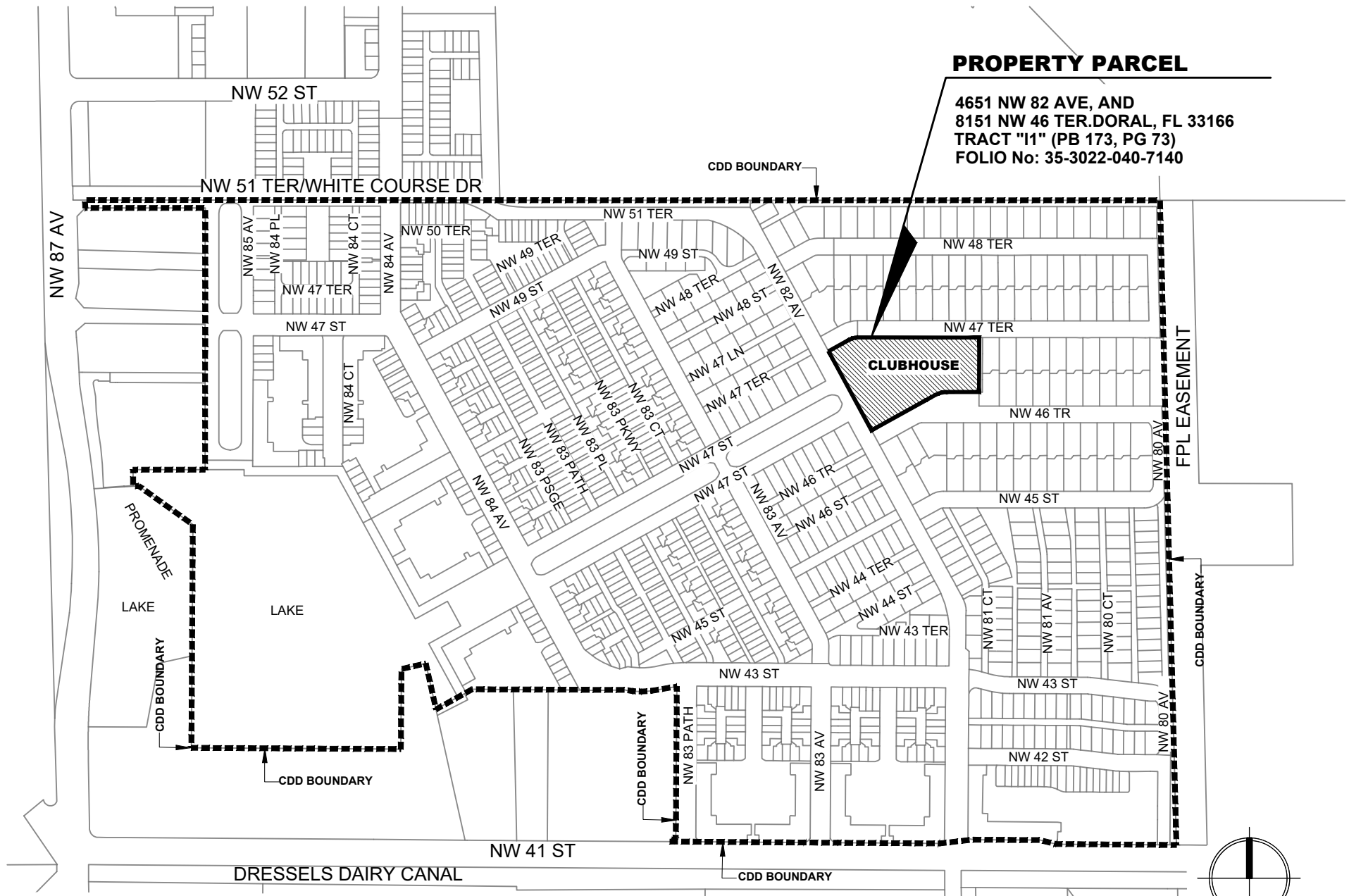
APPENDIX



ALVAREZ ENGINEERS, INC.

DOWNTOWN DORAL SOUTH CDD LOCATION MAP

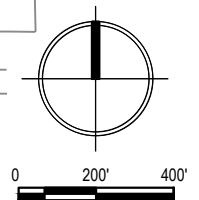




ALVAREZ ENGINEERS, INC.

**DOWNTOWN DORAL SOUTH CDD
LOCATION OF THE PROPERTY PARCEL**

EXHIBIT 2



ALVAREZ ENGINEERS, INC.

DOWNTOWN DORAL SOUTH CDD CLUBHOUSE AND FITNESS CENTER SITE PLAN

EXHIBIT 3

OCCUPANCY CLASSIFICATION A-3 ASSEMBLY FITNESS CENTER NFPA 6th ED. 2016 TABLE 7.3.1.2				
Name	Area	FACTOR	OCCUPANCY	
INDOOR BASKETBALL COURT	6655 SF	15	444	2
KID'S ROOM	320 SF	15	22	
MANAGER'S OFFICE	117 SF	100	2	
MASSAGE ROOM	124 SF	100	2	
RECEPTION	473 SF	15	32	
RUNNING TRACK	2624 SF	15	175	
SPINNING CARDIO	616 SF	50	13	
WEIGHT LIFTING ROOM 1	2153 SF	50	44	
WEIGHT LIFTING ROOM 2	2421 SF	50	49	
YOGA / AEROBICS	801 SF	15	54	
TOTAL OCCUPANCY LOAD			936	

POOL DECK GATE DISCHARGE CALCULATION:
(3) 6'-0" WIDE GATES PROVIDED AT POOL DECK FOR
DISCHARGE OF THE FOLLOWING OCCUPANTS: POOL, POOL
DECK, SPLASH PAD, 1/2 CLUB ROOM, 1/2 LOUNGE ROOM,
1/2 SPINNING ROOM, AND 1/2 WEIGHT LIFTING ROOM 1
TOTAL OCCUPANTS = 816 / (3 GATES) = 273

OCCUPANCY CLASSIFICATION A-3 ASSEMBLY CLUBHOUSE				
Name	Area	FACTOR	OCCUPANCY	LOAD
BILLIARD ROOM	356 SF	15	26	
BUSINESS CENTER	622 SF	100	7	
CLUB ROOM	1043 SF	7	149	
CONCIERGE	188 SF	100	2	
COVERED TERRACE	1183 SF	15	79	
COVERED TERRACE	489 SF	15	33	
FOYER	421 SF	15	29	
KITCHEN	442 SF	200	3	
LOUNGE ROOM	909 SF	7	130	
MANAGEMENT OFFICE	165 SF	100	2	
RECEPTION ROOM	1180 SF	7	170	
RECEPTIONIST	133 SF	100	2	
YOUTH CENTER	622 SF	15	42	
GRADE			675	
TOTAL OCCUPANCY LOAD			675	

POOL AREA OCCUPANCY NFPA 6th ED. 2016 TABLE 7.3.1.2				
Name	Area	FACTOR	OCCUPANCY	LOAD
POOL DECK	14276 SF	30	476	
POOL WATER	6749 SF	50	135	
SPLASH PAD	1822 SF	50	37	
TOTAL OCCUPANCY LOAD			649	

LANDSCAPE NOTE:
HARDSCAPE LAYOUT, WALLS HIGH PLANTING, POOL
AND REFLECTING POOL REFER TO LANDSCAPE DWG'S

SITE PLAN NOTE:
FOR FULL SITE PLAN, REFER TO SITE PLAN DWG'S FOR DETAILS

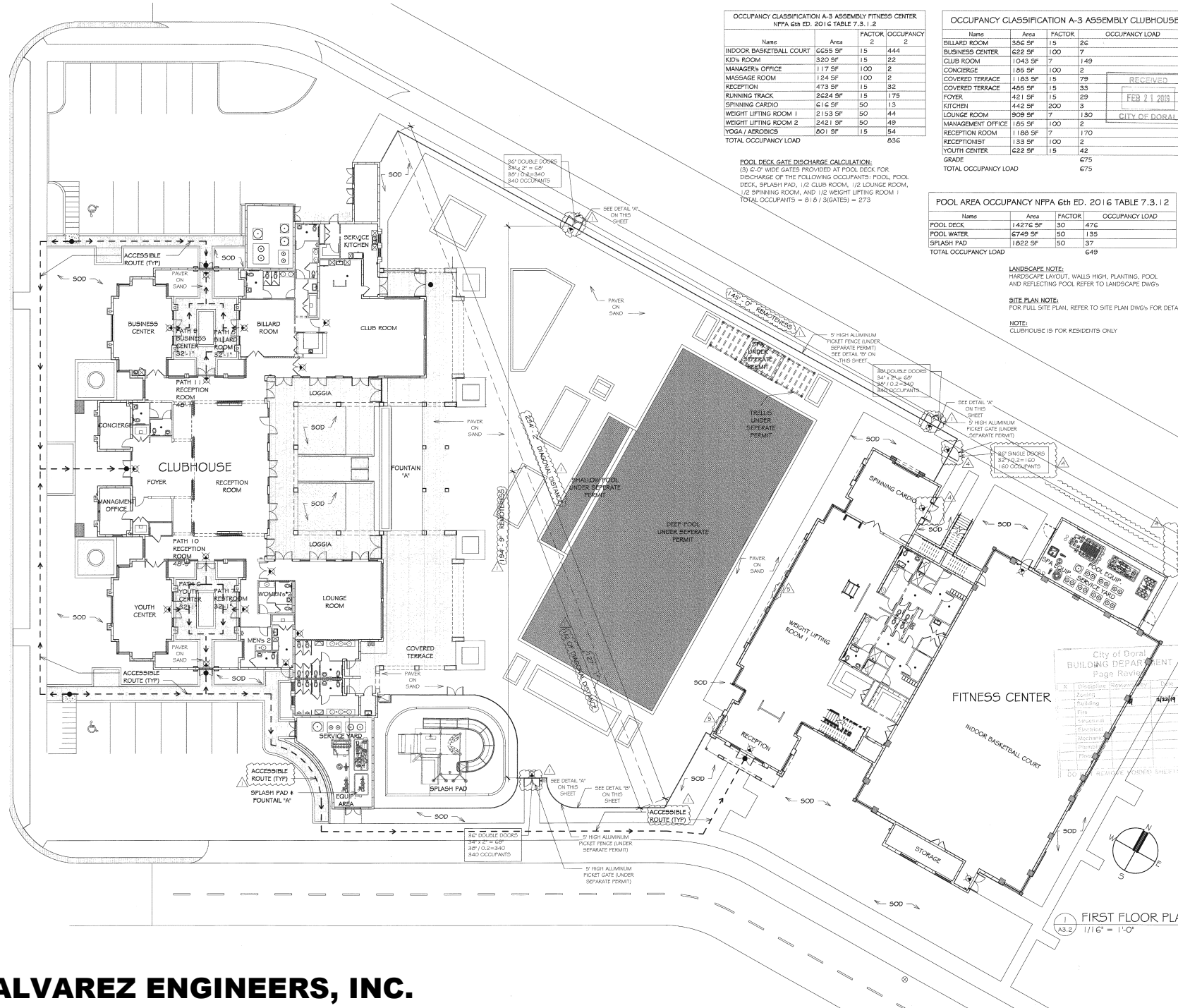
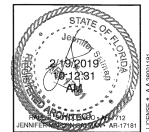
NOTE:
CLUBHOUSE IS FOR RESIDENTS ONLY

REVISIONS	BY
1. D.C. 11/08/19 A.G.	
2. D.C. 01/24/19 A.G.	
3. D.C. 02/19/19 A.G.	

**SOTOLONGO SALMAN HENDERSON
ARCHITECTS, LLC**
10830 NORTHWEST 27TH STREET DORAL FLORIDA 33172
TELEPHONE: (305) 593-9798 FAX: (305) 593-0096

**DOWNTOWN DORAL COMMUNITY CENTER
CC HOMES, LLC / LENNAR HOMES, INC.**
Fitness Center
4651 NW 82 AVE.
Doral, FL 33166

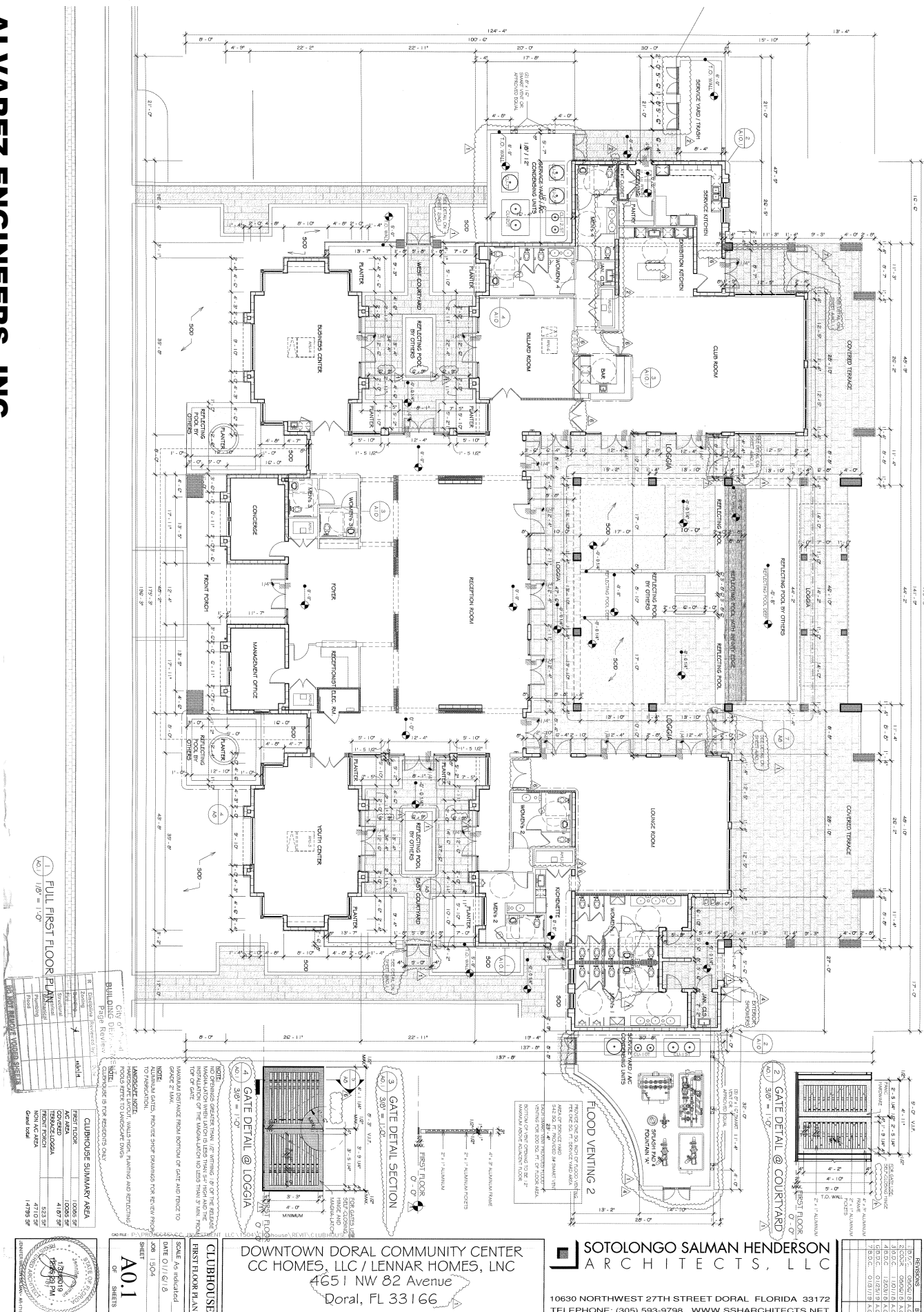
ACCESSIBLE ROUTE
FITNESS CENTER
SCALE As indicated
DATE 10-27-17
JOB 1504
SHEET
A3.2
OF SHEETS



City of Doral
BUILDING DEPARTMENT
Page Review
4/24/19

ALVAREZ ENGINEERS, INC.
DOWNTOWN DORAL SOUTH CDD
CLUBHOUSE FIRST FLOOR PLAN

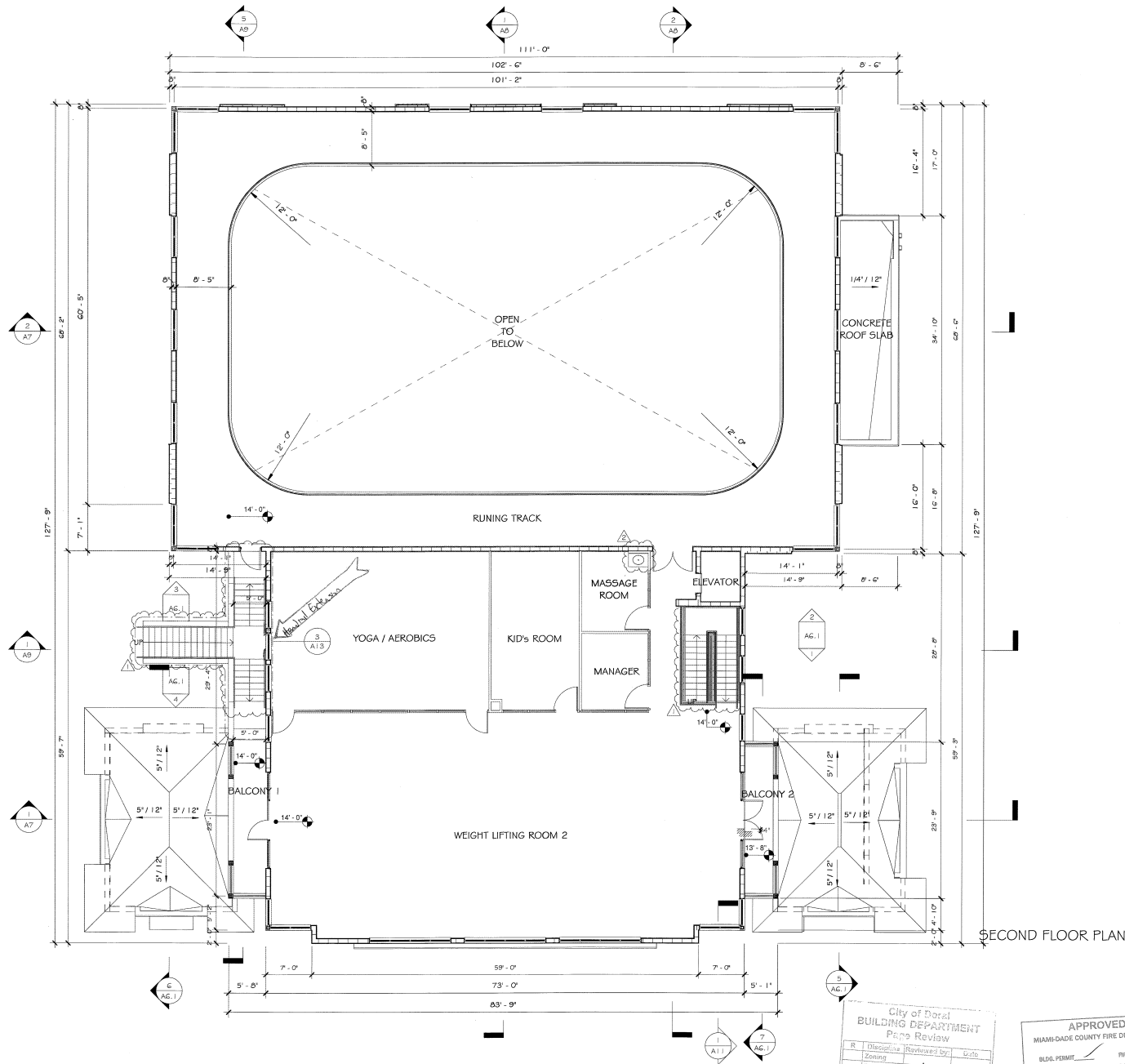
EXHIBIT 4



ALVAREZ ENGINEERS, INC.

DOWNTOWN DORAL SOUTH CDD FITNESS CENTER SECOND FLOOR PLAN

EXHIBIT 6



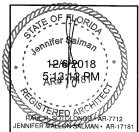
RECEIVED
DEC 19 2018
CITY OF DORAL

REVISIONS	BY
1. B.C.D. 1/10/18 A.G.	
2. COOR. 1/10/18 A.G.	

SOTOLONGO SALMAN HENDERSON
ARCHITECTS, LLC
10630 NORTHWEST 27TH STREET DORAL FLORIDA 33172
TELEPHONE: (305) 593-9798 FAX: (305) 593-0096

DOWNTOWN DORAL COMMUNITY CENTER
CC HOMES / LENNAR HOMES, INC
8151 NW 46 Terrace
Doral, FL 33166

FITNESS CENTER
FLOOR PLAN
SCALE 1/8" = 1'-0"
DATE 10-19-17
JOB 1504
SHEET
A0.2
OF SHEETS



City of Doral
Plumbing Review
JAN 22 2019
Daniel Brito

City of Doral
Mechanical Review
DEC 21 2018
Alber...

City of Doral
Building Review
JAN 27 2019
Alex Garcia

City of Doral BUILDING DEPARTMENT Plan Review	
R	Discipline Reviewed by
1	Discipline
2	Discipline
3	Discipline
4	Discipline
5	Discipline
6	Discipline
7	Discipline
8	Discipline
9	Discipline
10	Discipline

APPROVED
MIAMI-DADE COUNTY FIRE DEPARTMENT
BLDG. PERMIT
FIRE SUPPRESSION
DATE: 12/18/18
FIRE ALARM
WATER MAIN EXT.

MASTER ASSESSMENT METHODOLOGY

FOR SPECIAL ASSESSMENT BONDS

DOWNTOWN DORAL SOUTH

COMMUNITY DEVELOPMENT DISTRICT

August 19, 2026

Revised August 31, 2026

Prepared by



Governmental Management Services-South Florida, LLC
5385 N. Nob Hill Road
Sunrise, FL 33351

1.0 Introduction

The Downtown Doral South Community Development District (the “District”) is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes, as amended. The District anticipates issuing a total of \$38,000,000* of its Special Assessment Bonds, in one or more series (the “Bonds”) for the purpose of financing the acquisition and financing of the Recreational Project (as defined below) within the District, more specifically described in the Engineer’s Report for the Acquisition of the Clubhouse Property, dated August 19, 2026 (the “Engineer’s Report”), prepared by Alvarez Engineers Inc. (the “District’s Engineer”).

1.1 Purpose

This Master Assessment Methodology (the “Report”) provides a methodology that determines the amount of District debt to be allocated to all assessable properties within the District benefiting from the Recreational Project to be acquired or constructed by the District with a portion of the proceeds of the District’s Bonds. This Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes (“F.S.”).

The District intends to impose non-ad valorem special assessments on the benefited lands within the District to pay the debt associated with the Bonds based on this Report. It is anticipated that all of the proposed special assessments will be collected through the Uniform Method described in Section 197.3632, F.S., or any other legal means available to the District. It is not the intent of this Report to address any other assessments, if applicable, that may be levied by the District, a homeowner’s association, or any other unit of government.

1.2 Background

The District currently includes approximately 123.39 gross acres of land located within the City of Doral, Florida (the “City”). The developed community within the District consists of 1,353 residential units.

As more particularly described in the Engineer’s Report, the District’s Recreational Project includes the acquisition of the property

Preliminary, Subject to change.

commonly known as the Residences at Downtown Doral Clubhouse, located at 4651 NW 82 Avenue and 8151 NW 46 Terrace, Doral, Florida 33166, and legally described as Tract “I1,” according to the plat recorded in Plat Book 173, Page 73 of the Public Records of Miami-Dade County, Florida, Folio No. 35-3022-040-7140 (the “Clubhouse Property”). The Clubhouse Property includes the existing clubhouse and associated recreational amenities, including the fitness center site facilities and personal property (collectively, the “Clubhouse Facilities”).

The Clubhouse Property is subject to the restrictions, covenants, terms, and conditions set forth in The Residences at Downtown Doral Club Plan, recorded in the Public Records of Miami-Dade County, Florida, at Official Records Book 31121, Pages 1249 through 1313 (the “Club Plan”). The Club Plan provides that residents of the District are entitled to access and use the Clubhouse Facilities and defines each owner or lessee of a home or lot within the District as a member of the club. Pursuant to a resolution duly adopted by the Downtown Doral Master Association (the “Association”), the Association established and provided for the purchase price of the Clubhouse Property to be paid by the District.

Accordingly, as further detailed in Section 1.3 below, the determination of the purchase price to be paid by the District for the Clubhouse Property is based upon a total membership of 1,353 members, corresponding to the 1,353 residential units within the District, as reflected in Table 1, and as established by the Association pursuant to the Association Resolution. The acquisition of the Clubhouse Property, the funding of improvements to the Clubhouse Facilities, and the funding of the operation and maintenance of the Clubhouse Facilities will provide a direct and special benefit to all assessable property within the District.

The improvements and facilities comprising the Recreational Project are more fully described in the Engineer’s Report. Specifically, the District intends to acquire the Clubhouse Property and its associated amenities, fund improvements to the Clubhouse Facilities, and fund the costs of operating and maintaining the Clubhouse Facilities (collectively, the “Recreational Project”). The Recreational Project includes the installation of a heater system for the clubhouse swimming pool, installation of a security system in the Clubhouse Property, installation of a food vendor facility by the pool deck, the purchase of additional equipment for the fitness center, the installation of canopies and additional landscaping by the pool deck for shading purposes, interior remodeling of the clubhouse to accommodate homeowners associations’ staff and their operational needs, the construction of a structure for storing golf carts and tools for landscaping maintenance and the temporary storage of palm fronds, and any necessary

repairs to the Clubhouse Property. The acquisition and construction costs for the Recreational Project are summarized in Table 2.

The assessment methodology is a three-step process. First, the District Engineer determines the costs for the Recreational Project contemplated by the District. Second, this cost forms the basis for a debt sizing. Third, the bonded costs are divided among the benefited properties on the basis of the benefit received as a result of the Recreational Project.

1.3 Special Benefits and General Benefits

The Recreational Project provides direct and special benefits exclusively to all assessable properties within the District. While there may be incidental general benefits to the public at large, no direct or special benefits are conferred upon any property outside the District. The improvements are specifically planned and designated to meet the needs of developed property within the District. Accordingly, the entire cost of the Recreational Project is allocated solely to the assessable properties located within the District.

1.4 Special Benefits Exceed the Costs Allocated

As described in Section 2.4 below, the direct and special benefits provided to the property owners within the District with respect to the Recreational Project are greater than or equal to the costs associated with providing these benefits.

1.5 Requirements of a Valid Assessment Methodology

There are two requirements under Florida law for a valid special assessment:

- 1.) the properties must receive special benefit from the improvements being paid for; and
- 2.) the assessments must be fairly and reasonably allocated to the properties being assessed.

2.0 Assessment Methodology

2.1 Overview

Under current market conditions, the District will issue in one or more series approximately \$38,000,000* in Bonds to fund the Recreational Project and provide for capitalized interest, if required, and to fund one or more debt service reserve accounts, and to pay the cost of issuance. It is the purpose of this Report to allocate the \$38,000,000* in debt to the properties benefiting from the Project.

The Engineer's Report outlines the costs of the Recreational Project, which are shown in Table 2. The Recreational Project is estimated to cost \$31,500,229. It is currently expected that the Recreational Project will be funded in whole through the issuance of the Bonds. Based on the estimated costs, the size of the bond under current market conditions needed to generate funds to pay for the Recreational Project, fund reserves, pay capitalized interest, and pay issuance costs was determined by the District's bond underwriter to total \$38,000,000* (the "Bond Sizing"). It is anticipated that the District will issue \$38,000,000* in Bonds with an average coupon rate of 6.00%. Table 3 shows the breakdown of the Bond Sizing.

2.2 Allocation of Benefit

The Recreational Project consists of the purchase of the Clubhouse Property, along with related incidental costs and other improvements, as described in the Engineer's Report. The residents of 1,353 residential units within the District will be members of the Clubhouse, in accordance with the provisions of the Club Plan, as amended, which will be assigned to the District. Each of the 1,353 units within the District will receive equal and comparable direct and special benefits from the Recreational Project, and the District has therefore assigned one equivalent residential unit ("ERU") to each of these units. Table 4 shows the allocation of benefits to each ERU. It is important to note that the benefit derived from the Recreational Project to the residential units within the District is equal to or exceeds the cost that the units will be paying for such benefits.

2.3 Allocation of Debt

A fair and reasonable methodology allocates the debt associated with the District's Bonds, incurred by the District, proportionately to the properties receiving the direct and special benefits.

The development has been completed, and the debt relating to the District's Bonds will be allocated to 1,353 residential units within the District, as depicted in Table 5 (the "Benefiting Properties").

2.4 Special and Direct Benefit to Property

As previously mentioned, the Recreational Project includes, among other things, the acquisition by the District of the Clubhouse and the amenities associated with it, funding certain improvements to the Clubhouse facility, and funding the cost for operation and maintenance of the Clubhouse. In addition, as part of the Recreational Project, the District will fund the installation of a heater system for the clubhouse swimming pool, the installation of a security system in the clubhouse property, the installation of a food vendor facility by the pool deck, the purchase of additional equipment for the fitness center, the installation of canopies and additional landscaping by the pool deck for shading purposes, interior remodeling of the clubhouse to accommodate homeowners associations' staff and their operational needs, the construction of a structure for storing golf carts and tools for landscaping maintenance and the temporary storage of palm fronds, and any necessary repairs to the Clubhouse Property. The Recreational Project will provide direct and special benefits which flow from the logical relationship of the Project to the properties within the District. These direct and special benefits consist of the added use of the Benefiting Properties, added enjoyment by the residents of the 1,353 residential units within the District, and the probability of increased marketability and value of the property being assessed.

These special and direct benefits are real and ascertainable but are not yet capable of being calculated as to value with mathematical certainty. However, as allocated, each is equal to or more valuable than either the cost of, or the actual non-ad valorem special assessment levied, for the improvements.

2.5 Reasonable and Fair Apportionment of the Duty to Pay

A reasonable estimate of the proportion of special and direct benefits received from the Recreational Project is delineated in Table 4.

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and direct benefits to the Benefiting Properties derived from the acquisition and construction of the Recreational Project have been apportioned to the property according to reasonable estimates of the special and direct benefits provided.

Accordingly, no residential unit within the boundaries of the District will be lienied for the payment of any non-ad valorem special assessment more than the determined special benefit direct to that unit, and therefore, the debt allocation will not be increased beyond the debt allocation set forth in this Report.

In accordance with the benefit allocation in Table 4, a total par amount per unit and an annual debt assessment per unit for the proposed Bonds have been calculated for each unit as illustrated in Table 5. There are no significant differences in the character of the residential units with respect to the benefit received from the Recreational Project, so it is reasonable and appropriate for each unit to be allocated the same amount of benefit, as described in Table 4. The total par amount per unit and the annual Bonds debt assessment per unit are shown in Table 5. These amounts represent the preliminary anticipated per unit debt allocations counting that all units are built as planned, and the entire proposed Project is constructed or acquired and financed by the District.

Since the District will issue a majority of its Bonds on a tax-exempt basis, the Recreational Project must be made available to the general public subject to the rules and regulations of the District.

2.6 True-up Mechanism

Since all assessable units have been built, the true-up mechanism is not applicable to the Report.

3.0 Assessment Roll

All of the property within the District is platted, and a summary of the preliminary assessment roll is shown in Table 6. The debt has been assigned to each lot as described in this Report. Based on the parcel records provided by the Miami-Dade County Property Appraiser, Table 6 shows the preliminary assessment roll for the District, including the total allocation of par debt per folio number and the annual assessment per unit.

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Table 1 Downtown Doral South Community Development District Development
--

Land Use	No. of Units*	ERUs per Unit	Total ERUs
Area A1			
Townhomes	34	1.0	34
Single Family	265	1.0	265
Estate Homes	123	1.0	123
Area A2			
Condominium	426	1.0	426
Cluster	466	1.0	466
Townhomes	39	1.0	39
Totals	1,353		1353

Table 2 Downtown Doral South Community Development District Estimated Total Construction Costs

Category	Cost*
Club Purchase	\$28,413,000
Repairs/Capital Improvements	\$1,000,000
Closing Related Costs ⁽¹⁾	\$448,337
One Year O&M	\$1,638,892
Total	\$31,500,229

(1) Includes documentary stamp tax of \$298,336.50

* From Engineer's Estimate of Costs provided by Alvarez Engineers, Inc.

Table 3 Downtown Doral South Community Development District Debt Sizing
--

Sources	Series 2025 Bonds
Par Amount*	\$38,000,000
Uses:	
Project Fund	\$31,500,229
Debt Service Reserve	\$2,760,659
Capitalized Interest	\$2,280,000
Issuance Costs, incl UW	\$1,459,113
	\$38,000,000

***Subject to change, based on the following:**

Average Interest Rate	6.00%
Amortization(years)	30
Capitalized Interest (months)	12
Debt Service Reserve	100% MADS
Underwriter Discount	2%

Table 4 Downtown Doral South Community Development District Allocation of Costs
--

Land Use	No. of Units	ERUs per Unit	Total ERUs	Percent of ERU's	Allocated Costs	Total Costs per Unit
Area A1						
Townhomes	34	1.0	34	2.51%	\$ 791,580	\$ 23,281.77
Single Family	265	1.0	265	19.59%	\$ 6,169,668	\$ 23,281.77
Estate Homes	123	1.0	123	9.09%	\$ 2,863,657	\$ 23,281.77
Area A2						
Condominium	426	1.0	426	31.49%	\$ 9,918,032	\$ 23,281.77
Cluster	466	1.0	466	34.44%	\$ 10,849,303	\$ 23,281.77
Townhomes	39	1.0	39	2.88%	\$ 907,989	\$ 23,281.77
Totals	1353		1353	100.00%	\$ 31,500,229	

Table 5 Downtown Doral South Community Development District Allocation of Par Debt and Annual Assessment

Land Use	No. of Units	Allocated Costs	Allocation of Par*	Par per Unit*	Allocation of Annual Assessment*	Annual Assessment per Unit (net)**
Area A1						
Townhomes	34	\$ 791,580	\$ 954,915	\$ 28,085.74	\$ 69,374	\$ 2,040.40
Single Family	265	\$ 6,169,668	\$ 7,442,720	\$ 28,085.74	\$ 540,705	\$ 2,040.40
Estate Homes	123	\$ 2,863,657	\$ 3,454,545	\$ 28,085.74	\$ 250,969	\$ 2,040.40
Area A2						
Condominium	426	\$ 9,918,032	\$ 11,964,523	\$ 28,085.74	\$ 869,210	\$ 2,040.40
Cluster	466	\$ 10,849,303	\$ 13,087,953	\$ 28,085.74	\$ 950,826	\$ 2,040.40
Townhomes	39	\$ 907,989	\$ 1,095,344	\$ 28,085.74	\$ 79,576	\$ 2,040.40
Totals	1353	\$ 31,500,229	\$ 38,000,000		\$ 2,760,659	

* Preliminary, subject to change.

** This amount will be grossed up to include discounts for early payments and county collection fees if collected on the Miami-Dade County tax bills (currently 5%).

Table 6 Downtown Doral South Community Development District Preliminary Assessment Roll - Series 2026
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[illegible]

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		Series 2026 Par	Series 2026	Series 2026
Folio	Product	per Unit	Annual Assessment per Unit (net)	Annual Assessment per Unit (gross)*
35-3022-038-1540	SF	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-1550	SF	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-1560	SF	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-1570	SF	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-1580	SF	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-1590	SF	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-1600	SF	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-1610	SF	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-1620	SF	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-1630	SF	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-1640	Estate	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-1650	Estate	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-1660	Estate	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-1670	Estate	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-1680	SF	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-1690	SF	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-1700	SF	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-1710	SF	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-1720	SF	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-1730	SF	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-1740	SF	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-1750	SF	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-1760	SF	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-1770	SF	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-1780	SF	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-1790	SF	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-1800	SF	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-1810	SF	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-1820	SF	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-1830	SF	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-1840	SF	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-1850	SF	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-1860	SF	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-1870	SF	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-1880	SF	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-1890	SF	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-1900	SF	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-1910	SF	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-1920	SF	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-1930	SF	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-1940	SF	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-1950	SF	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-1960	SF	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-1970	SF	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-1980	SF	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-1990	SF	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-2000	SF	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-2010	SF	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-2020	SF	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-2030	SF	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-2070	Estate	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-2080	Estate	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-2090	Estate	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-2100	Estate	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-038-2110	Estate	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-039-0010	Condominium	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-039-0020	Condominium	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-039-0030	Condominium	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-039-0040	Condominium	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-039-0050	Condominium	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-039-0060	Condominium	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-039-0070	Condominium	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-039-0080	Condominium	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-039-0090	Condominium	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-039-0100	Condominium	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-039-0110	Condominium	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-039-0120	Condominium	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-039-0130	Condominium	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-039-0140	Condominium	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-039-0150	Condominium	\$28,085.74	\$2,040.40	\$2,147.79

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Folio	Product	Series 2026 Par per Unit	Series 2026 Annual Assessment per Unit (net)	Series 2026 Annual Assessment per Unit (gross)*
35-3022-047-1990	Condominium	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-047-2000	Condominium	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-047-2010	Condominium	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-047-2020	Condominium	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-047-2030	Condominium	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-047-2040	Condominium	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-047-2050	Condominium	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-047-2060	Condominium	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-047-2070	Condominium	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-047-2080	Condominium	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-047-2090	Condominium	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-047-2100	Condominium	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-047-2110	Condominium	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-047-2120	Condominium	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-047-2130	Condominium	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-047-2140	Condominium	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-047-2150	Condominium	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-047-2160	Condominium	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-047-2170	Condominium	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-047-2180	Condominium	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-047-2190	Condominium	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-047-2200	Condominium	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-047-2210	Condominium	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-047-2220	Condominium	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-047-2230	Condominium	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-047-2240	Condominium	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-047-2250	Condominium	\$28,085.74	\$2,040.40	\$2,147.79
35-3022-047-2260	Condominium	\$28,085.74	\$2,040.40	\$2,147.79
		\$38,000,000	\$2,760,659	\$2,905,956

* This amount is grossed up to include discounts for early payments and county collection fees if collected on the Miami-Dade County tax bills (currently 5%).

RESOLUTION 2026-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DOWNTOWN DORAL SOUTH COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE IMPROVEMENTS FOR WHICH ALL OR A PORTION OF THE COST IS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE MADE; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; AUTHORIZING THE PREPARATION OF AND APPROVING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR A PUBLIC HEARING TO CONSIDER THE ADVISABILITY AND PROPRIETY OF SAID ASSESSMENTS AND THE RELATED IMPROVEMENTS; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

WHEREAS, the Board of Supervisors of the Downtown Doral South Community Development District (the "Board") hereby determines to construct and/or acquire certain public improvements (the "Improvements") as described herein and set forth in the plans and specifications available for review at the offices of Governmental Management Services - South Florida, LLC ("GMS") as the District Manager located at 5385 N. Nob Hill Rd., Sunrise, FL 33351 and at GMS, Miami office, located at 2804 NE 8th Street, Suite 202, Homestead, Florida 33033 (collectively, the "District Offices"); and

WHEREAS, the Downtown Doral South Community Development District ("District") is empowered by Chapters 170, 190 and 197, Florida Statutes, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and/or maintain the Improvements and to impose, levy and collect the Assessments (as defined below); and

WHEREAS, the Board finds that it is in the best interest of the District to pay the cost of the Improvements by imposing, levying, and collecting non-ad valorem special

assessments pursuant to Chapters 170, 190, and 197, Florida Statutes (“Assessments”); and

WHEREAS, the District hereby determines that direct and special benefits will accrue to the property improved, the amount of those benefits, and that the Assessments will be made in proportion to the benefits received as set forth in the Master Assessment Methodology for Special Assessment Bonds, dated August 19, 2026 and revised August 31, 2026 (the “Assessment Report”), a copy of which is on file and available for review at the District Offices and is attached to this Resolution as **Exhibit A**.

WHEREAS, the District hereby determines that the Assessments to be levied will not exceed the benefits to the property so improved.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE DOWNTOWN DORAL SOUTH COMMUNITY DEVELOPMENT DISTRICT, THAT:

1. The foregoing recitals are hereby incorporated as the findings of fact of the Board.

2. Assessments shall be levied to defray the cost of the Improvements.

3. The nature of the Improvements generally consists of the acquisition of the clubhouse and the fitness center properties and facilities, the construction of certain improvements to such facilities, other related improvements and repairs, and related costs, all as described more particularly in the Engineer’s Report for the Acquisition of the Clubhouse Property And Other Capital Improvements and Repairs Thereto, dated August 19, 2026 and revised August 31, 2026 (“Engineer’s Report”) a copy of which is on file and available for review at the District Offices, as amended from time to time, and in the plans and specifications on file in the District Offices, which are all by specific reference incorporated herein and made part hereof. A copy of the Engineer’s Report is attached hereto and made a part hereof as **Exhibit B**.

4. The District is approximately 116.19 gross acres located within the limits of the City of Doral in Miami-Dade County, Florida, and is bounded by NW 87 Avenue on the west, theoretical White Course Drive on the north, a 160-foot-wide FPL easement on the east, and NW 41 Street on the south. The general location of the Improvements is within a tract of land of approximately 1.91 acres located within the boundaries of the District, and having the addresses of 4651 NW 82 Avenue for the clubhouse and 8161 NW 46 Terrace for the fitness center, as shown on the plans and specifications and in the Engineer’s Report referred to above.

5. The estimated cost of the Improvements is approximately \$29,413,000(hereinafter referred to as the "Estimated Cost") based on the Engineer's Report.

6. The Assessments will defray approximately \$38,000,000, which includes the Estimated Cost, plus financing-related costs, the payment of operation and maintenance costs, funding capitalized interest, funding debt service reserves accounts, paying costs of issuance, and contingency.

7. The manner in which the Assessments shall be apportioned and paid is contained with the Assessment Report. As provided in further detail in the Assessment Report, the Assessments will be levied equally on the benefitting platted lots and lands within the District.

8. The Assessments shall be levied in accordance with the Assessment Report referenced above on all lots and lands within the District which are adjoining and contiguous or bounding and abutting upon the Improvements or directly and specially benefited thereby, and as further designated by the assessment plat hereinafter provided for.

9. There is on file District Offices an assessment plat showing the area to be assessed, with the plans and specifications and the Engineer's Report describing the Improvements and the Estimated Cost; all of which shall be open to inspection by the public.

10. The District Manager is hereby authorized and directed to cause, and has caused, to be made a preliminary assessment roll which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land, and the number of annual installments into which the assessment is divided.

11. In accordance with the Assessment Report and commencing with the year in which the District is obligated to make payment of a portion of the Estimated Cost of the Improvements acquired and/or constructed by the District, the Assessments shall be paid in not more than thirty (30) annual principal installments payable at the same time and in the same manner as are ad valorem taxes and as prescribed by Chapter 197, Florida Statutes; provided, however, that in the event the non-ad valorem assessment method of collecting the Assessments is not available to the District in any year, or the District determines not to utilize the provisions of Chapter 197, Florida Statutes, the Assessments may be collected as otherwise permitted by law.

12. Upon completion of the preliminary assessment roll, the Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the Board and be

heard as to the propriety and advisability of the Assessments or the making of the Improvements, the cost thereof, the manner of payment therefor or the amount thereof to be assessed against each property as benefited and improved; and to authorize such notice and publications of same as may be required by Chapter 170, Florida Statutes, or other applicable law.

13. Pursuant to Section 170.05, Florida Statutes, the District Manager is hereby directed to cause this Resolution to be published once a week for a period of two weeks in a newspaper of general circulation within Miami-Dade County, Florida.

PASSED AND ADOPTED this 31st day of August, 2026.

**DOWNTOWN DORAL SOUTH
COMMUNITY DEVELOPMENT DISTRICT**

By: _____

Print Name: _____
Chairman/Vice Chairman

ATTEST:

Print Name: _____
Secretary / Assistant Secretary

Attachments:

Exhibit A, Master Assessment Methodology Report, dated August 19, 2026 and revised August 31, 2026

Exhibit B, Engineer's Report for Acquisition of Clubhouse Facilities, dated August 19, 2026 and revised August 31, 2026

RESOLUTION 2026-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DOWNTOWN DORAL SOUTH COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING FOR THE PURPOSE OF RECEIVING PUBLIC COMMENT ON THE LEVY OF NON-AD VALOREM SPECIAL ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE BOUNDARIES OF THE DISTRICT PURSUANT TO CHAPTERS 170, F.S., 190, F.S, AND 197, F.S.

WHEREAS, the Board of Supervisors ("Board") of the Downtown Doral South Community Development District ("District") has adopted Resolution **2026-08** (the "Initial Assessment Resolution"), implementing the limits, definitions, purpose, intent, location, nature and estimated costs of those improvements to be defrayed by the levy of certain non-ad valorem special assessments on all specially benefited properties within the boundaries of the District; and

WHEREAS, the Initial Assessment Resolution provides for the estimated cost of those certain Improvements, as defined in the Initial Assessment Resolution, to be defrayed by the non-ad valorem special assessments and provides further for the manner in which such assessments shall be levied, when the levy shall occur, and setting forth and designating the lands upon which the assessments shall be levied, providing for an assessment plat, the preparation of a preliminary assessment roll, and related matters; and

WHEREAS, the Initial Assessment Resolution further provides for notice and conduct of a public hearing to consider the advisability and propriety of the non-ad valorem special assessments and the related infrastructure improvements; and

WHEREAS, pursuant to the Initial Assessment Resolution a preliminary assessment roll has been prepared and all of the conditions precedent (as set forth in applicable provisions of Chapters 170, 190, and 197, Florida Statutes, pertaining to the notice and conduct of the aforementioned Public Hearing) have been satisfied, and all related documents are available for public inspection at the offices of Governmental Management Services- South Florida, LLC ("GMS") as the District Manager located

at 5385 N. Nob Hill Rd., Sunrise, FL 33351 and at GMS, Miami office, located at 2804 NE 8th Street, Suite 202, Homestead, Florida 33033 (collectively, the "District Offices").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE DOWNTOWN DORAL SOUTH COMMUNITY DEVELOPMENT DISTRICT, THAT:

1. The foregoing recitals are hereby incorporated as the findings of fact of the Board.
2. There is hereby declared a public hearing to be held on **October 1, 2026 at 6pm.** **at The Residences at Downtown Doral Club located at 4651 NW 82 Avenue, Doral, FL 33166**, for the purpose of hearing questions, comments and objections to the proposed non-ad valorem special assessments and the related public infrastructure Improvements as described in the Engineer's Report (as defined in the Initial Assessment Resolution) and preliminary assessment roll, copies of which are available for public inspection at the District Offices.

Affected persons may either appear at that public hearing or, prior to the meeting, submit their written comments to the District Manager at the District Offices.

3. Notice (substantially in the form attached hereto as Exhibit A) of said public hearing shall be advertised in accordance with Chapters 170, 190, and 197, Florida Statutes, and the District Manager is hereby authorized and directed to place said notice in a newspaper of general circulation within Miami-Dade County, Florida (by two publications one week apart with the last publication at least one week prior to the date of the hearing established herein). The "not to exceed" amount for the annual assessments to be stated in said Notice shall be taken from the Assessment Report (as defined in the Initial Assessment Resolution), which is incorporated by reference as part of this Resolution and on file in the District Offices. The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days written notice by mail of the time and place of this hearing to the owners of all property to be assessed and to include in such notice the amount of the assessments for each such property owner, a description of the areas to be improved, and notice that information concerning all assessments.

PASSED AND ADOPTED this 31st day of August, 2026.

**DOWNTOWN DORAL SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Print Name: _____
Chairman/Vice Chairman

ATTEST:

By: _____

Print Name: _____
Secretary / Assistant Secretary

EXHIBIT A

NOTICE OF PUBLIC HEARING **RELATING TO PUBLIC IMPROVEMENTS AND** **LEVY OF NON-AD VALOREM ASSESSMENTS**

The Downtown Doral South Community Development District Board of Supervisors ("Board") will hold a public hearing at 6:00 p.m. on October 1, 2026 at the Residences at Downtown Doral Club located at 4651 NW 82 Avenue, Doral, FL 33166 to consider the adoption of an assessment roll and the imposition of non-ad valorem special assessments ("Assessments") to finance and secure certain public Improvements (as defined herein) of the Downtown Doral South Community Development District (the "District") as described in the Engineer's Report for the Acquisition of the Clubhouse Property And Other Capital Improvements and Repairs Thereto, prepared by Alvarez Engineers, Inc., dated as of and accepted by the Board on August 19, 2026, Revised August 31, 2026 ("Engineer's Report"). The Board will consider the levy of the Assessments on benefited properties within the District, a depiction of which properties is shown below, and will provide for the levy, collection and enforcement of the Assessments.

The public hearing will be conducted pursuant to Chapters 170, 190 and 197, Florida Statutes. Developed areas within the District (as shown below) will be benefited and improved. The District is approximately 116.19 gross acres located within the municipal limits of the City of Doral, Florida, in Miami-Dade County, Florida, and is bounded by NW 87 Avenue on the west, theoretical White Course Drive on the north, a 160-foot-wide FPL easement on the east and NW 41 Street on the south. The District's proposed Improvements include acquisition of the clubhouse and the fitness center properties and facilities on an approximate 1.91 acre parcel within the District, the construction of certain improvements to the facilities, other related improvements and repairs, and related costs. A description of the property within the District to be assessed, the nature of the improvements proposed, as described in the Engineer's Report and the Assessment Methodology, as later defined, and the amount to be assessed to each piece or parcel of property may be reviewed at the offices of the District Manager, Governmental Management Services – South Florida, LLC ("GMS"), located at 5385 N. Nob Hill Rd., Sunrise, FL 33351, and at 2804 NE 8th Street, Suite 202, Homestead, Florida 33033 or by contacting the District Manager's Office at 954-721-8681 (collectively, the "District Offices").

The District intends to impose Assessments on benefited lands within the District in the manner set forth in the Master Assessment Methodology for Special Assessment Bonds, dated August 19, 2026, Revised August 31, 2026 ("Assessment Methodology"), which is available to the public at the District Offices. Property will be assessed in the principal not to exceed the

amount of \$28,085.74 for each of the 1,353 residential units within the District in the manner described in Assessment Methodology. The total amount to be levied against these benefited lands within the District is \$38,000,000, exclusive of fees and costs of collection or enforcement, discounts for early payment, and the annual interest costs.

The Assessments may be prepaid in whole or in part in some instances or be paid in not more than thirty (30) annual installments, excluding any capitalized interest period, subsequent to the issuance of debt to finance the improvements. These annual Assessments will be collected on the Miami-Dade County tax roll by the Tax Collector. Alternatively, the District may choose to directly collect and enforce these Assessments.

The District also intends to levy and collect Assessments on property within the District to cover the operation and maintenance of the District's improvements. Such annual Assessments will also be collected on the Miami-Dade County tax roll by the Tax Collector. Alternatively, the District may choose to directly collect and enforce these Assessments.

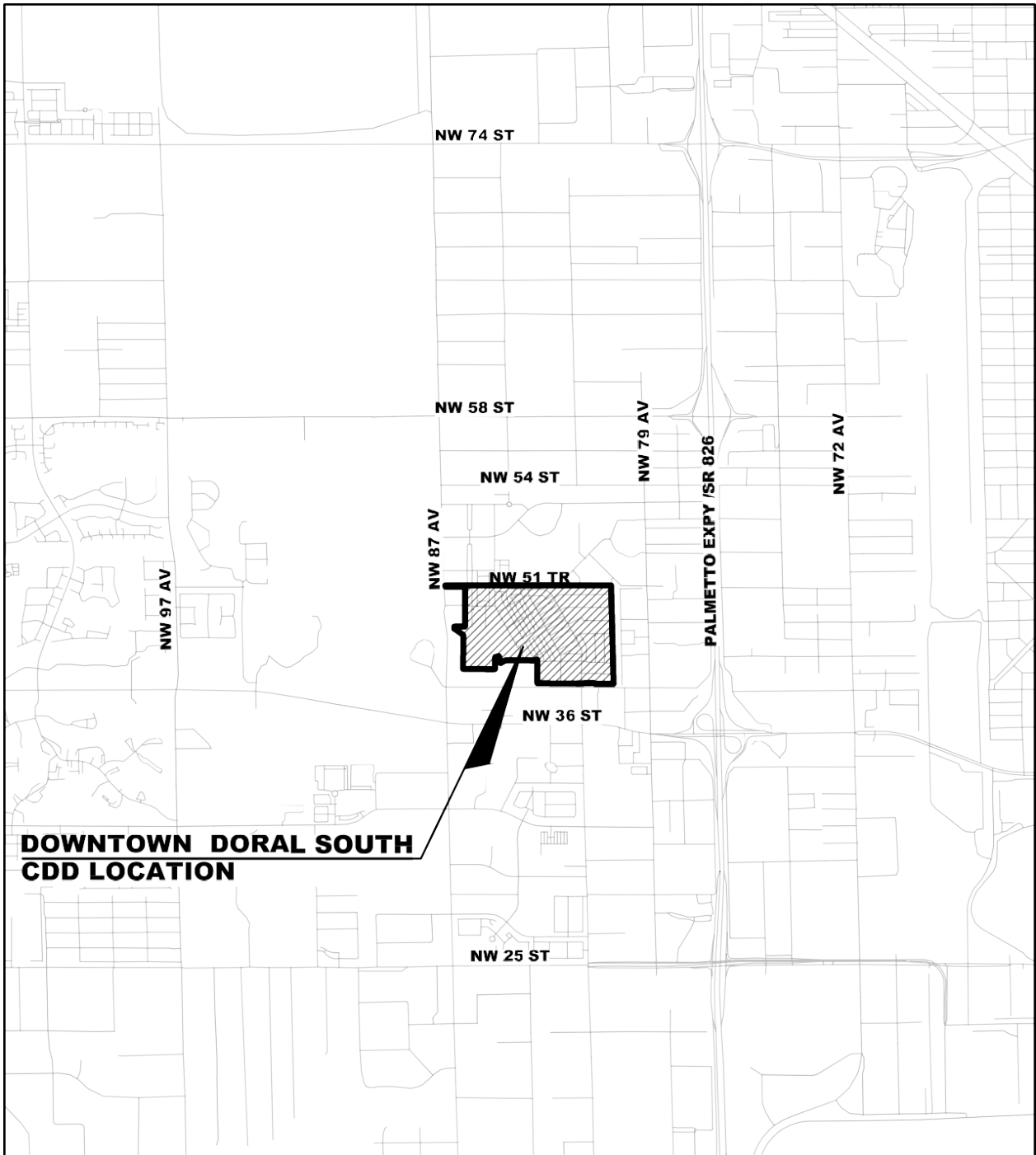
All affected property owners have the right to appear at the public hearing and the right to file written objections with the District within twenty (20) days of the publication of this notice.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this hearing and meeting is asked to contact the District Office at 954-721-8681 at least five calendar days prior to the hearing and meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

There may be occasions when one or more Supervisors will participate by phone. At the above-referenced location a speaker phone will be available so that any interested person may attend the meeting and be fully informed of the discussions taking place either in person or by telephone communication.

If anyone chooses to appeal any decision of the Board with respect to any matter considered at the hearing or at the meeting, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which such appeal is to be based. The public hearing may be continued to a date and time certain that will be announced at the hearing.

Ben Quesada
District Manager



July 24, 2026

Mr. Juliana Duque
Governmental Management Services – South Florida, LLC (GMS-SF)
5385 N. Nob Hill Road
Sunrise, FL 33351

**Subject: Proposal for Phase I Environmental Site Assessment
Downtown Doral South CDD – Clubhouse Folio: 35-3022-040-7140
Miami, Florida**

Dear Ms. Duque:

MEC Engineering (MEC) is pleased to provide this proposal to Governmental Management Services – South Florida, LLC (Client) to conduct an Environmental Site Assessment (Phase I ESA) for the property located in Miami-Dade County, Florida with tax folio 35-3022-040-7140 (Subject Property).

We understand that the Subject Property is within a larger environmentally contaminated site.

The proposed scope of services, assumptions and limitations, fee and schedule are provided below.

SCOPE OF SERVICES

TASK 1 – PHASE I ESA

MEC will provide the professional labor and subcontractor services necessary to perform a Phase I ESA in accordance with ASTM guideline ASTM E-1527-21, also referred to as All Appropriate Inquiry (AAI).

The scope of services will include the following:

- Provide a description of the Subject Property and current land use in the vicinity of the Subject Property.
- Provide a general description of the topography, soils, geology, groundwater depth, and presumed groundwater flow direction in the vicinity of the Subject Property.
- Review reasonably ascertainable and reviewable regulatory information published by federal, state, local, tribal, health, and environmental agencies, pertaining to sites located in the Subject Property and surrounding area. The data will be obtained from Environmental Data Resources, Inc. (EDR).

- Obtain files from regulatory agencies for selected sites listed in the EDR report, limited to those determined by the Environmental Professional (EP) to require additional data review beyond the published database listing.
- Review historical data sources for the Subject Property and vicinity, including aerial photographs, topographic maps, fire insurance maps, city directories, and other data sources, as available and determined to be relevant to the Subject Property by the EP.
- Conduct a reconnaissance of the Subject Property, including adjoining properties (from public rights-of-way vantage points), focusing on indications of releases of hazardous substances, petroleum products, and polychlorinated biphenyls (PCBs). The Subject Property reconnaissance will also document the presence of wells, storage tanks, solid waste disposal pits and sumps, and utilities.
- Interview persons with knowledge of the development history of the Subject Property. Interviews will be conducted with the owner/operator of the Subject Property.

A PDF electronic copy of the final report will be provided to the Client (no hard copies will be issued).

TASK 2 – DRAINAGE ASSESSMENT

MEC will assess the existing drainage for the clubhouse property. This will include a research of available records for drainage design and as-built information, as well as physical inspection under the direction of a Florida licensed Professional Engineer. We will prepare a report summarizing our findings with supporting documentation, as appropriate (i.e., plans, sketches, photo logs, etc.).

CLIENT RESPONSIBILITIES

The Client will be responsible for the following:

1. Providing a completed User questionnaire for the Subject Property. The User is typically the potential purchaser of the Subject Property.
2. Identifying and providing contact information for a key site manager for the Subject Property, typically the current owner or occupant.

ASSUMPTIONS AND LIMITATIONS

1. A chain of title search is excluded.
2. No non-scope considerations per ASTM E-1527-21 are included (i.e., asbestos, radon, wetlands, etc.)

FEE

MEC will complete the scope of services for the following fixed fee:

TASK 1 – PHASE I ESA.....	\$5,000
TASK 2 – DRAINAGE EVALUATION.....	\$3,500
TOTAL.....	\$7,500

Each task will be invoiced in full with submittal of the report to the Client.

SCHEDULE

MEC anticipates completing the scope of services within 20 business days of receiving authorization to proceed.

CLOSING

MEC sincerely appreciates the opportunity to assist you with this project and looks forward to working with you. Please sign below to indicate your acceptance of this proposal and the attached Terms and Conditions. Receipt of the signed proposal will serve as the authorization to proceed for the project.

Please contact me by email at jeff@mec-e.com or phone at (786) 999-3568 if you have any questions or require additional information.

Sincerely,



Jeffrey P. Thompson, P.E.
President

Accepted by:

Signed: _____

Name: _____

Title: _____

Date: _____

MEC ENGINEERING GENERAL TERMS AND CONDITIONS

- a. Invoices prepared by MEC Engineering are due and payable upon receipt. Payments due MEC Engineering under this Agreement shall be subject to a service charge of one and one-half (1-1/2) percent per month for invoices not paid within thirty (30) days after receipt of invoice.
- b. Client agrees to pay all costs and expenses of MEC Engineering, including reasonable attorneys' fees, arising out of or in connection with enforcement of this Agreement, including collection of amounts for which Client is responsible under this Agreement
- c. This Agreement may be terminated by either party upon 15 days' written notice to the other party. Upon termination, MEC Engineering shall be paid for all services rendered to the date of termination together with any termination expenses incurred.
- d. Unless expressly stated therein, the Scope of Services does not include testimony or responding to subpoenas or other legal orders requiring production of records or testimony. In the event MEC Engineering receives a subpoena or other legal order for the production of project records or testimony related to the Scope of Services or other work for Client, MEC Engineering will be compensated by Client at a rate of \$150/hour plus expenses.
- f. All reports, drawings, renderings, source and object code, software, data and other works and documents prepared by MEC Engineering under this Agreement, and all intellectual property rights in the same, shall be owned exclusively by MEC Engineering.
- g. Neither party shall delegate its duties under this Agreement without the written consent of the other party. Each party binds itself and its successors, administrators and assigns to the other party under this Agreement.
- h. The parties agree that the total liability of MEC Engineering under this Agreement and for the project shall be limited to the greater of \$50,000 or the amount of MEC Engineering' total fees hereunder, unless Client pays for the assumption of additional liability by MEC Engineering as a separate line item.
- i. Unless otherwise expressly stated in the Scope of Services, MEC Engineering shall have no responsibility for site health and safety, except with respect to the activities of MEC Engineering and its subcontractors. In no event shall MEC Engineering be responsible for the means, methods or manner of performance of any persons other than MEC Engineering and its subcontractors.
- j. Client agrees that MEC Engineering will not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the sole negligence of MEC Engineering or its subcontractors. The Client either will make others responsible for liabilities due to such conditions, or will indemnify, defend and save harmless MEC Engineering from such liabilities. At no time shall title to hazardous substances, solid wastes, petroleum contaminated soil or other regulated substances pass to MEC Engineering, nor shall any provision of this Agreement be interpreted to permit or obligate MEC Engineering to assume the status of a "generator," "owner," "operator," "transporter," "arranger" or "treatment, storage or disposal facility" under state or federal law. The provisions of this Article j shall survive any termination of this Agreement. Client authorizes MEC Engineering to act as its agent for Services related to the handling and disposal of any materials.
- k. MEC Engineering shall be entitled to rely on information provided by Client. MEC Engineering shall be entitled to an equitable adjustment in the price and schedule if conditions differ materially from information provided by Client, or differ from what could reasonably be anticipated given the nature of the Services.
- l. As used herein, "MEC Engineering" shall refer to Miami Environmental & Civil Engineering, LLC.



Letter of Proposal

July 22nd, 2026

**Governmental Management Services –
South Florida, LLC
5385 N. Nob Hill Road
Sunrise, FL. 33351**

Attention: Juliana Duque
Project: Environmental Site Assessment- Phase 1
Downtown Doral South CDD- Clubhouse
4651 NW 82nd Ave. & 8151 NW 46th Ter.,
Miami, FL 33166
Folio No: 35-3022-040-7140

Thank you for requesting a proposal for our services at the above-mentioned project. It is the client's responsibility to ensure proper access to property and notify property owners of intended site visits. The client should also notify us of the existence and location of any known fuel storage tanks, hazardous chemicals, and septic tanks that may be present onsite.

This assessment will be conducted in accordance with the American Society for Testing and Materials Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (ASTM E 1527-21). The proposed work will identify potential environmental risks within the subject property based on data gathered from various federal, state, and local agencies, and field reconnaissance. The scope of services does not include a title search, asbestos survey, lead, radon, indoor air quality, wetlands surveys, or soil and groundwater sampling and analysis. These investigations are intended to satisfy one of the requirements for the innocent landowner defense as constituting all appropriate inquiry into the previous ownership and uses of the property consistent with good commercial or customary practices.

We hereby propose to perform the following:

Site Reconnaissance & Phase 1 Environmental Report -----\$ 1,600.00

Total-----\$ 1,600.00

- Full upfront payment is required upon acceptance of this proposal.
- The standard turnaround time is **20 business days AFTER receipt of payment and the signed proposal**. Turnaround times may vary based on the volume of work at the time the proposal is accepted.
- We accept the following forms of payment: VISA, Master Card, and American Express and Discover.

Nelco Testing and Engineering Services, Inc. is pleased to assist you with this project. If you have any questions or need further assistance, please call us at (305) 259-9779.

Respectfully submitted,
NELCO Testing and Engineering Services, Inc.
Susan Henry
Environmental Scientist

ACCEPTANCE OF PROPOSAL

Signature

Date

Phone Number

Email Address



TERMS & CONDITIONS

The client is responsible for ensuring proper and full access to all required areas of the property. If accessibility is not provided when the representative arrives onsite, the client may be charged an inconvenience fee of \$100. Proper access includes, but are not limited to, the following conditions:

1. Property owners and tenants must be notified of the scheduled site visits.
2. Property entry points must be unlocked and open on the day that the inspection is scheduled. If someone needs to be present to grant access to the property, a meeting time must be scheduled in advance.
3. Any grass taller than one foot must be cleared before the scheduled site visit.
4. Pets and livestock must be restrained on the day of the scheduled site visit. Any injuries caused to Nelco personnel or associates because of pets or livestock is the responsibility of the client.

ACCEPTANCE OF TERMS & CONDITIONS

By accepting this proposal, the client acknowledges that they have read all terms and conditions mentioned and described on all pages of this document.

Signature

Date

CREDIT CARD ACCOUNT PAYMENT INFORMATION

Nelco Testing & Engineering Services, Inc.

Nelco Testing & Engineering
Services, Inc.
13370 SW 131 Street, Suite 105
Miami, FL 33186

For Nelco Testing use

Payment received date: _____

Payment Processed date: _____

Payment processed by: _____

Fax to: 305-254-2630

Client Account (business name) to be
credited _____

Project Name & Address _____

Invoice Number (Required) _____

Credit Card Type:

Visa _____ MasterCard _____ Discovery _____ American Express _____

Payment Amount: _____

Cvv Code: _____

(3 digit Code Behind Card)

Card Account Number:

Expiration Date: _____

Print Cardholder Name: _____

Credit Card Billing Address with Zip Code: (Required)

Cardholder Contact Telephone Number (Required) _____

Cardholder Signature:

_____ **Date:** _____

ALL CREDIT CARD ACCOUNT AND PERSONAL INFORMATION DELIVERED TO NELCO
TESTING & ENGINEERING SERVICES, INC. WILL BE HELD STRICTLY CONFIDENTIAL.

ALL PAYMENTS ARE DUE WITHIN 30 DAYS OF INVOICE DATE.



July 27, 2026

Mr. Juan Alvarez
Alvarez Engineers, Inc.
8935 NW 35th Ln #101,
Doral, FL 33172

Subject:

Consulting Engineer's Facility Condition Assessment (FCA) Proposal for the sale of the Clubhouse and its amenities located at 4651 NW 82nd St, Doral, FL, 33166 to the Downtown Doral Community Development District (DDCDD).

Dear Mr. Alvarez:

It is our pleasure to submit this proposal to serve as the Consulting Engineers to DDCDD to assist with the sale of the Clubhouse and its amenities from the Developer.

With this letter-agreement we are offering DDCDD the following scope of services:

To conduct a Facility Condition Assessment ("FCA") and prepare a Facility Condition Report ("FCR") for the common element improvements located at the subject property (Refer to Exhibit "A" for a depiction of the Common Elements). The FCA and FCR will be conducted using the standard guidelines of ASTM E2018-15 applicable to this project. The preparation of the FCA and FCR constitutes the Scope of Work described below:

1. Review of documents and plans provided by your office. As the consulting engineers we will rely on the accuracy of the documents provided or found in public files. Among the information provided will be the following (if existing):

1. Latest appraisal.
2. Certificate of Occupancy.
3. Safety inspection records.
4. Warranty information (roofs, chillers, HVAC, security systems, etc.)
5. Records of materials age.
6. Historical costs incurred for improvements.
7. Pending proposals for repairs.
8. Description of future improvements.
9. Outstanding citations for building, fire and zoning code violations.
10. Improvements implemented to effect Americans with Disabilities Act ("ADA") compliance.
11. Previously prepared property conditions reports.
12. Drawings and specifications.

2. A walk-through survey and research to identify physical deficiencies in the Clubhouse and its amenities (hereafter referred to as the "Common Elements"). The deficiencies include conspicuous defects of materials, components or equipment observed during the walk-through. The physical deficiencies specifically exclude imperfections that may be remedied by routine maintenance or minor repairs. The walk-through will encompass the following components of the Common Elements and include only the elements that are available for observation and physically reachable by the field



observer at the time of the walk-through and do not require the removal or relocation of materials or personal property or equipment (ladders, lifters, scissors, etc):

1. Site
 2. Roof
 3. Structure
 4. Fire Proofing/Fire Protection
 5. Elevators (if any)
 6. Heating and Ventilating Air Conditioning systems ("HVAC")
 7. Plumbing
 8. Electrical
 9. Swimming Pool, Gym, fountains.
 10. Pavement and Parking
 11. Drainage Systems
 12. Painting
 13. Windows and Doors (seals, latches)
3. Preparation of Opinions of Cost to Remedy Physical Deficiencies.
4. Preparation of the Property Condition Report.

The work does not include:

- Any In-situ tests or laboratory tests, if recommended in the report, the DDCDD would contract said tests with specialized agencies and would provide results to the consulting engineer for further recommendation only if additional services beyond the basic services described in items 1 to 4 above.
- Preparation of construction documentation for repair design, permitting, construction administration of said repairs if required by the report recommendations.
- Additional site-visits beyond the required for the physical assessment and preparation of the FCR.
- Site or on-line meetings to present the findings of the report.
- Refer to Exhibits for additional information on the scope of work of and the limitations of the sub consultants.

FEES

The compensation for the services described above will be a lump sum for conducting the PCA and preparing the PCR, broken down by component as follows:

1. Civil Infrastructure (Site, Parking, Drainage Systems)	\$ 3,900.00
2. Architectural Items	\$ 6,100.00
3. MEP Items (Mechanical, Plumbing, Electrical)	\$ 16,000.00
4. Structural Components (Roof, Walls, Columns, Beams, Pool)	\$ 10,800.00
5. Preparation of Report	\$ 2,500.00
6. Coordination with sub-consultants	\$ 2,400.00



Sub-total (Lump Sum)	\$ 41,700.00
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Reproduction reimbursable expenses, not to exceed \$1,000.00, are billed separately and are not included in the lump sum above.

A 20% retaining fee is due at the time of acceptance and signing of this proposal.



TERMS AND CONDITIONS

1. Standard of Care

Services performed under this Agreement will be conducted with the degree of care and skill ordinarily exercised by consulting engineers practicing under similar conditions in the same locality at the time of the engagement. No other representation, warranty, or guarantee, express or implied, is made or intended.

2. Reliance on Information Provided by Others

RDC's assessment and findings rely upon the accuracy and completeness of documents, records, and information furnished by the Client, the Developer, prior owners, or obtained from public records. RDC assumes no responsibility for errors, omissions, or inaccuracies in such third-party information, nor for conditions concealed by inaccurate or incomplete records.

3. Opinions of Probable Cost

Any opinions of probable cost to remedy physical deficiencies are provided for general budgeting and planning purposes only, based on RDC's professional judgment and experience. RDC does not guarantee that actual costs will not vary from these opinions and recommends that the Client obtain bids from licensed contractors for a higher level of cost certainty before relying on such figures for financial decisions.

4. Limitations of Assessment; Concealed and Inaccessible Conditions

The FCA and FCR are based on a visual, non-invasive walk-through of reasonably accessible and observable areas only. RDC is not responsible for defects, deficiencies, or hazardous materials (including but not limited to mold, asbestos, and lead-based paint) that are concealed, latent, or not reasonably observable at the time of the site visit, or that would require the removal or relocation of materials, personal property, equipment, or finishes to detect.

5. No Third-Party Reliance; Not a Certification

The FCR is prepared solely for the use and benefit of DDCDD in connection with its evaluation of the subject property and may not be relied upon by, or its content and conclusions extended to, any other person or entity (including lenders, insurers, or subsequent owners) without RDC's prior written consent. The FCR does not constitute a certification, guarantee, or warranty of the present or future condition of the property.

6. Limitation of Liability

To the fullest extent permitted by law, the Client agrees that RDC's aggregate liability to the Client, and to any party claiming through the Client, arising out of any cause or combination of causes related to this engagement (whether based in contract, tort, or otherwise) shall not exceed the total fee paid to RDC under this Agreement. This limitation applies regardless of the number of claims or claimants.

7. Indemnification

Each party shall be responsible for its own negligent acts, errors, and omissions, and the resulting liability, to the extent caused by that party, its employees, or its agents. The Client agrees to indemnify RDC for claims arising from inaccurate or incomplete information furnished by the Client or third parties on the Client's behalf, or from any use of the FCR beyond its stated purpose.

8. Professional Liability Insurance

RDC maintains professional liability (errors and omissions) insurance applicable to the services provided under this Agreement, evidence of which will be furnished upon request.



9. Claims Period

Any claim, action, or proceeding by the Client against RDC arising out of this engagement, whether based in contract, tort, or otherwise, shall be commenced within one (1) year from the date of delivery of the FCR, or shall thereafter be barred, to the extent permitted by applicable law.

10. Dispute Resolution

In the event of a dispute, the parties agree to first attempt in good faith to resolve the matter through mediation before pursuing litigation. This Agreement shall be governed by the laws of the State of Florida, and any action not resolved through mediation shall be brought in a court of competent jurisdiction in Miami-Dade County, Florida.

11. Payment Terms; Suspension of Services

One invoice will be issued after the release of the inspection report for the remaining fees after discounting the retaining fee.

12. Termination

Either party may terminate this Agreement upon seven (7) days' written notice. In the event of termination, RDC shall be compensated for services performed and reimbursable expenses incurred through the effective date of termination.

13. Ownership and Use of Documents

The FCR and all related work products remain the property and instruments of service of RDC and its subconsultants. Upon payment in full, the Client is granted a license to use the FCR for the stated purpose of this engagement only; reusing for any other purpose or project requires RDC's prior written consent.

14. Force Majeure

Neither party shall be liable for delays or failure to perform caused by circumstances beyond its reasonable control, including but not limited to acts of God, weather events, denial of site access, or governmental action.

15. General Provisions

This Agreement, together with any attachments referenced herein, constitutes the entire agreement between the parties and supersedes prior negotiations or agreements. If any provision is held unenforceable, the remaining provisions shall continue in full force. This Agreement may not be assigned by either party without the other's prior written consent and may only be amended in writing signed by both parties.

Should you have any questions, please do not hesitate to contact me.

Looking forward to working with Alvarez Engineers on this project.

Esneyder Montoya, PhD., PE.
Risk and Design Consulting



FORD, ARMENTEROS & FERNANDEZ, INC.

VIA E- MAIL: jduque@gmssf.com

August 25, 2026

**Juliana Duque
Governmental Management Services (GMS)
5385 N NOB HILL RD
SUNRISE, FL 33351**

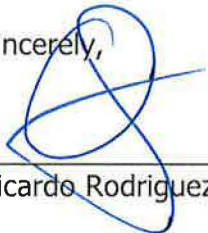
RE: DOWNTOWN DORAL SOUTH COMMUNITY DEVELOPMENT DISTRICT

To whom it may concern,

Pursuant to your request, enclosed please find our Proposal for services for the above-referenced Project. If the terms of the Agreement are acceptable to you, please return a signed copy of both the Agreement and General Conditions. Please be sure to initial all pages.

We appreciate the opportunity to submit our proposal and look forward to working with you on this project. If you have any questions or require any additional information, please advise.

Sincerely,



Ricardo Rodriguez, P.S.M for the firm.

RR/GA
Enclosure

AGREEMENT FOR PROFESSIONAL SURVEYING SERVICES
Between
FORD, ARMENTEROS & FERNANDEZ, INC.
And
GOVERNMENTAL MANAGEMENT SERVICES

Based on our understanding of your requirements, Ford, Armenteros & Fernandez, Inc., (FAF) is prepared to provide you with the following scope of services:

PROJECT: DOWNTOWN DORAL SOUTH COMMUNITY DEVELOPMENT DISTRICT

TASK # 1 ALTA SURVEY

Preparation of an ALTA Survey meeting the 2026 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Survey as adopted by American Land Title Association, American Congress on Surveying and Mapping and National Society of Professional Surveyors Showing all new & existing improvements.

PROFESSIONAL FEES

TASK # \$10,000.00

Time Frame: With utmost professional courtesy, we estimate that the completion of the referenced Survey shall be in 5-10 business days.

NOTE 1: Please note that after delivery of initial package, additional changes/requests outside of the scope of work will be charged separately.

NOTE 2: FULL payment must be received upon completion of the survey.

It is our policy to complete our work in the most efficient and cost-effective manner. Please rest assured that we would utilize our best efforts on the client's behalf. We are prepared to proceed with the work described above. We request that you acknowledge acceptance of the proposal by signing the enclosed copy of this letter and returning it to us at your earliest possible convenience.

We appreciate the opportunity to submit our proposal and look forward to working with you on this project.

THIS AGREEMENT FOR PROFESSIONAL SURVEYING SERVICES AND ATTACHED GENERAL CONDITIONS ARE HEREBY ACKNOWLEDGED AND ACCEPTED

FORD, ARMENTEROS & FERNANDEZ, INC

GMS



Ricardo Rodriguez,
P.S.M for the firm.

Authorized Representative

Print Name

Date: 08/25/2026

Date: _____

**GENERAL CONDITIONS
FOR
PROFESSIONAL SURVEYING SERVICES
AGREEMENT**

1. Payment of invoices is due upon receipt. Accounts over thirty (30) days are subject to a late fee of 1.5% per month. FORD, ARMENTEROS & FERNANDEZ, INC., reserves the right to discontinue work on all past due accounts.
2. Time Basis Services will be invoiced as follows:

Principal	\$ 305.00/Hour
Director of Surveying	\$ 200.00/Hour
Professional Surveyor.....	\$ 250.00/Hour
Expert Witness.....	\$ 300.00/Hour
Development Consultant.....	\$ 150.00/Hour
Junior Consultant.....	\$ 100.00/Hour
Survey Field Crew.....	\$ 195.00/Hour
Survey Field Crew GPS.....	\$ 250.00/Hour
Survey Technician.....	\$ 125.00/Hour
Crew Supervisor	\$ 150.00/Hour
Drone Survey Crew.....	\$ 950.00/Hour
3. The Professional Fees quoted in this agreement do not include the following:
 - Engineering Fees
 - Processing Fees
 - Permit Fees
 - Review Fees
 - Additional Field Work
4. Out of Pocket Expenses will be invoiced as follows:

Black prints	Varies depending on size
Bond	Varies depending on size
Vellums	Varies depending on size
Mylar	Varies depending on size
Photocopies	Varies depending on size
Courier Service	Varies
Overnight Shipments.....	Varies
5. The client hereby agrees to pay for any and all expenses associated with collections on this account, including, but not limited to Attorneys fees and court costs.
6. Rates quoted above are subject to change after one year of execution of proposal.
7. The client hereby agrees that FORD, ARMENTEROS & FERNANDEZ, INC. liability for this project will be limited to the amount of the Professional Fees.
8. Any plans, reports, and other such supporting documents produced as part of this project remain the property of FORD, ARMENTEROS & FERNANDEZ, INC. and are solely for the use of the client on this project.
9. Both FORD, ARMENTEROS & FERNANDEZ, INC. and the client have the right to terminate this agreement for services, after ten (10) days written notice and upon payment of all outstanding fees and expenses.
10. Fixed fee tasks do not include expediting the plans, including walkthroughs, waiting for approvals from one agency to hand deliver to another agency and meetings with agency personnel related to processing times.
11. FORD, ARMENTEROS & FERNANDEZ, INC. is neither responsible nor liable for the processing times at the various regulatory and permitting agencies. If the client wishes expedited and/or walk through services, these will be provided at the hourly rates stipulated in paragraph 2.
12. If overtime is requested by client, the rate will increase by 1.5 times the rate.
13. If request is made to FAF for the issuance by FAF's insurance underwriter of a "Worker's Compensation and Employers Liability Policy Endorsement" for FAF's "Waiver of Our Right to Recover from others", an invoice for the cost of such waiver shall be issued by FAF to client, for entire cost of said waiver of rights. The issuance of said Endorsement will be billed separately and is not a part of this Agreement.
14. Notwithstanding anything to the contrary within any proposal or contract documents, FAF reserves the right to adjust hourly rates and prices upon each one (1) year anniversary of commencing its work. FAF may cancel its contract without penalty or liability if it does not receive a start work order within sixty (60) days of executing a contract.



PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Summary Report

Generated On: 08/25/2026

PROPERTY INFORMATION

Folio 35-3022-040-7140
Property Address 4651 NW 82 AVE
 DORAL, FL 33166-0000
Owner WHITE COURSE LENNAR LLC , CC-WCD TIC LLC
Mailing Address 14275 SW 142 AVE
 MIAMI, FL 33186
Primary Zone 6119 URBAN CENTER - CORE
Primary Land Use 9751 PVT PARK -REC AREA -ROADWAY : COMMON AREA
Beds / Baths /Half 0 / 0 / 0
Floors 2
Living Units 0
Actual Area 36,827 Sq.Ft
Living Area 36,827 Sq.Ft
Adjusted Area 33,928 Sq.Ft
Lot Size 83,397 Sq.Ft
Year Built 2022

ASSESSMENT INFORMATION

Year	2026	2025	2024
Land Value	\$5,003,820	\$5,003,820	\$3,335,880
Building Value	\$4,413,937	\$4,458,523	\$4,458,523
Extra Feature Value	\$789,829	\$797,854	\$800,151
Market Value	\$10,207,586	\$10,260,197	\$8,594,554
Assessed Value	\$10,207,586	\$9,454,009	\$8,594,554

BENEFITS INFORMATION

Benefit	Type	2026	2025	2024
Non-Homestead Cap	Assessment Reduction		\$806,188	

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

SHORT LEGAL DESCRIPTION

DOWNTOWN DORAL SOUTH PHASE TWO
 PB 173-073 T-24136
 TR 11 (CLUB HOUSE)
 LOT SIZE 83397 SF M/L
 FAU 35-3022-000-0011



TAXABLE VALUE INFORMATION

Year	2026	2025	2024
COUNTY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$10,207,586	\$9,454,009	\$8,594,554
SCHOOL BOARD			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$10,207,586	\$10,260,197	\$8,594,554
CITY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$10,207,586	\$9,454,009	\$8,594,554
REGIONAL			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$10,207,586	\$9,454,009	\$8,594,554

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
07/20/2018	\$149,500	31074-0968	Corrective, tax or QCD; min consideration

The information contained herein is for ad valorem tax assessment purposes only. The Property Appraiser of Miami-Dade County is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser of Miami-Dade County and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <https://www.miamidadepa.gov/pa/disclaimer.page>

AGREEMENT FOR SALE AND PURCHASE
(THE RESIDENCES AT DOWNTOWN DORAL CLUB)

Commented [LS1]: Subject to District's review and approval.
Redlines include comments and suggested input by Bond Counsel.

This Agreement for Sale and Purchase (The Residences at Downtown Doral Club) (this "**Agreement**") is between **WHITE COURSE LENNAR, LLC**, a Florida limited liability company and **CC-WCD TIC, LLC**, a Delaware limited liability company (collectively, "**Seller**") and **DOWNTOWN DORAL SOUTH COMMUNITY DEVELOPMENT DISTRICT**, a unit of special purpose local government established pursuant to Chapter 190, Florida Statutes ("**Buyer**").

RECITALS:

A. Seller is the owner of (i) the Land (hereinafter defined), ~~and~~ (ii) the Improvements (hereinafter defined), ~~and (iii) the Personal Property (hereinafter defined).~~

B. Seller has agreed to sell to Buyer and Buyer has agreed to purchase from Seller (i) all of Seller's right, title and interest in the ~~Land and (ii) the Improvements~~ Property (hereinafter defined), on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of each party to the other contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby mutually covenant and agree as follows:

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Agreement.

2. Defined Terms. As used herein, the following terms shall have the following meanings:

"Acceptable Encumbrances" shall have the meaning set forth in Section 5.1 hereof.

"Accounts Receivable" shall mean all of the Seller's right, title and interest in any and all accounts receivable relating to unpaid Club Dues and other Club charges, including interest accrued thereon as of the Closing Date.

"Agreement" shall have the meaning set forth in the initial sentence hereof.

"Assignment and Assumption Agreement" shall mean the Assignment and Assumption Agreement in the form attached hereto as **Exhibit E**, pursuant to which the Seller shall assign and Buyer shall assume all of Seller's rights, title and interest in the Club Plan.

"Assignment and Assumption of Vendor Contracts" shall mean the Assignment and Assumption of Vendor Contracts in the form attached hereto as **Exhibit I**, pursuant to which the Seller shall assign and Buyer shall assume certain vendor contracts relating to the operation and maintenance of the Property.

“**Bill of Sale**” shall mean the Bill of Sale conveying all of Seller’s interest in and to the Improvements (hereinafter defined) and Personal Property (hereinafter defined) to Buyer in the form attached hereto as **Exhibit D**, duly executed by Seller and acknowledged.

“**Business Day**” means any day on which business is conducted by national banking institutions in the County.

“**Closing Date**” shall have the meaning as defined in Section 6.1 of this Agreement.

“**Closing**” shall mean the execution and delivery of the Deed, the Bill of Sale and the other instruments to be executed by Seller conveying the Property to Buyer and the payment by Buyer to Seller of the Purchase Price (hereinafter defined) and execution and delivery by Buyer of all documents to be executed by Buyer at Closing.

“**Club Dues**” shall have the meaning set forth in the Club Plan.

“**Club Owner**” shall have the meaning set forth in the Club Plan. Seller is the current Club Owner and Buyer will be the Club Owner subsequent to Closing.

“**Club Plan**” shall mean the The Residences at Downtown Doral Club Club Plan recorded in Official Records Book 31121, Page 1249, of the Public Records of Miami-Dade County, Florida, as amended.

“**Clubhouse**” shall mean ~~that those~~ certain clubhouses with an address of 4651 NW 82 Avenue, Doral, Florida, and ~~that certain~~ fitness center with an address of 8151 NW 46 Terrace, Doral, Florida, and related improvements and fixtures including, without limitation, offices, health/fitness facilities, swimming pool and related facilities, and appurtenant recreational facilities presently located on the Land.

“**County**” shall mean Miami-Dade County, Florida.

“**Deed**” shall mean a Special Warranty Deed in the form attached hereto as **Exhibit B** executed by Seller and conveying all of Seller’s right, title and interest in the Land to Buyer, subject only to Acceptable Encumbrances.

“**Due Diligence Reports**” shall mean all reports, documents, studies, analyses, and other written information obtained by Buyer with respect to the Property including, without limitation, results of physical inspections, surveys, site plans, feasibility studies, architectural plans, specifications and drawings, title reports, permits, approvals and authorizations (whether obtained from governmental authorities or third parties); and all other work product generated by or for Buyer (other than attorney work product) in connection with the Property, if any.

“**Effective Date**” shall mean 5:00 p.m. Eastern time on the date upon which the last of Buyer and Seller shall have executed this Agreement.

“**Feasibility Date**” shall mean 5:00 p.m. Eastern time on the sixtieth (60th) day after the Effective Date.

“**Foreign Substance**” shall mean any substance which is commonly referred to as foreign or hazardous under local, state or federal law.

“Improvements” shall mean all of Seller’s right, title and interest in and to any and all buildings, structures or other improvements located on the Land, including, but not limited to the Clubhouse and any other improvements located on the Land. “Improvements” does not include any improvements located on the Land which are owned by utility companies.

“Inventory” shall mean the furniture, fixtures and equipment listed on **Exhibit G** attached hereto and made a part hereof.

“Land” shall mean that certain real property described on **Exhibit A** attached hereto and made a part hereof.

“Permits” shall mean all permits, licenses, and other governmental approvals and authorizations affecting the Improvements.

“Personal Property” shall mean all of Seller’s right, title and interest in and to: (i) all Inventory and fixtures (if any not listed as part of the Inventory) owned by Seller and located on, or attached to, the Land; (ii) all supplies owned by Seller and used in the maintenance or operation of the Clubhouse located on the Land, if any; (iii) those Permits which are assignable or transferable to Buyer at Closing, if any; (iv) all assignable or transferable service, maintenance, and equipment contracts, and all personal property leases and all other contracts, if any exist, relating to the ownership, maintenance, occupancy, use or operation of the Property; (v) the rights of Club Owner under the Club Plan, including, without limitation, the telephone number(s), email address(es), ~~and website(s);~~ and (vi) the right, title and interest in and to ~~to use the name~~ The Residences at Downtown Doral Club name and logo as permitted by and subject to the terms and conditions of Section 7.4 hereof; and (vii) all architectural or engineering plans in Seller’s possession or control relating to the Improvements. Buyer acknowledges that Seller has represented that there are no transferable warranties from third parties with respect to the Personal Property.

“Property” shall mean, collectively, the Land, the Improvements, and the Personal Property. Buyer acknowledges and agrees that the Accounts Receivable will be retained by Seller and will not be transferred to or credited in favor of Buyer at Closing. The term “Property” for all purposes under this Agreement shall specifically exclude the Accounts Receivable.

“Prorations Date” shall mean 11:59 p.m. on the date prior to the Closing Date.

“Termination Notice” shall have the meaning set forth in Section 3.2 of this Agreement.

“The Residences at Downtown Doral” shall mean the planned community within which the Land is located.

“Title Agent” shall mean CalAtlantic National Title Solutions, LLC.

“Title Commitment” shall mean the commitment for issuance of an owner’s title insurance policy to be issued by the Title Agent, as agent for the Title Company, and delivered to Buyer pursuant to Section 5.1 hereof.

“Title Company” shall mean First American Title Insurance Company.

Other capitalized terms contained in this Agreement not defined herein shall have the meanings set forth in the Club Plan.

3. Inspection.

3.1. Information Regarding Property. Within five (5) days after the Effective Date, Seller shall make available to Buyer at Seller's office, Seller's management office or the Club for inspection and copying during regular business hours any existing surveys, prior title insurance policies on the Land, plans, environmental assessments, and certificates of occupancy which Seller shall make a good faith attempt to locate in its files and which Seller has not already provided to Buyer. All of such information is provided simply as an accommodation to Buyer, and Seller makes no warranties or representations as to their accuracy or completeness. Seller shall incur no liability to Buyer for any information contained in any materials furnished to Buyer or for Seller's non-intentional failure to furnish any materials in Seller's possession to Buyer. Without limiting the foregoing, Seller shall have no obligation to obtain any information related to the Property, including, but not limited to, any plans, permits or other information respecting the Property from governmental agencies or utilities.

3.2. Buyer's Inspection Rights. Buyer's obligations hereunder are expressly subject to Buyer's approval of the Property in all respects. Buyer shall have until the Feasibility Date in which to determine whether the Property is acceptable to Buyer. In the event that Buyer elects not to proceed with the purchase contemplated by this Agreement, Buyer shall deliver to Seller, at no cost to Seller, copies of all Due Diligence Reports within ten (10) days of Buyer's election not to proceed, without recourse to Buyer with respect to the accuracy or completeness of such Due Diligence Reports. If Buyer determines that the Property is not acceptable in its sole and absolute discretion and elects not to proceed with the transaction contemplated hereby, Buyer shall on or before the Feasibility Date give written notice of termination to Seller (the "Termination Notice") and upon such delivery this Agreement shall be terminated. Upon such termination and delivery to Seller of all Due Diligence Reports, the parties shall have no further rights or obligations hereunder, except, however, that Buyer shall remain obligated with respect to the indemnities and obligations contained in Sections 3.4 and 3.5 of this Agreement. Unless Buyer delivers the Termination Notice in a timely manner, Buyer shall be deemed to have approved the Property in all respects and this Agreement shall remain in full force and effect, except that the inspection rights contingency in this Section 3.2 shall be deemed satisfied. Notwithstanding anything set forth herein to the contrary, Buyer shall not provide to Seller any studies, reports, analyses, information, or other written records regarding the presence or absence of Foreign Substances at, on, in, under or relating to the Property unless and until such time as Seller has provided Buyer with a written request for delivery of same. ~~Immediately~~ As soon as possible, after the Effective Date, Buyer shall commence, and thereafter diligently pursue, the issuance of the Special Assessment Bonds (as described in Section 8.1 below), including, but not limited to, filing the complaint and scheduling bond validation hearings and any special meetings necessary to effectuate such issuance of the Special Assessment Bonds.

Commented [LS2]: Per comment by Bond Counsel - 3.5 seems to apply only if purchase is not terminated.

3.3. Access. Until the Feasibility Date, and thereafter if this Agreement has not been terminated pursuant to Section 3.2., Buyer and Buyer's agents and contractors shall be entitled to enter upon the Land and the Property with Seller or Seller's representative at all reasonable times established by Seller, but only for the purpose of conducting tests and making site inspections and investigations, provided prior written notice is given to Seller at least twenty-

four (24) hours in advance of such requested entry. In doing so, Buyer agrees not to cause any damage or make any physical changes to the Land or the Property or interfere with the rights of any parties who may have a legal right to use or occupy the Land or the Property (including, without limitation, those using the Club, employees, licensees, and service providers). Buyer further agrees that all invasive testing, including, but not limited to, a Phase 2 environmental assessment, by Buyer shall be subject to the prior consent of Seller, which consent shall not be unreasonably withheld. Seller may waive its right to be present during Buyer's tests, inspections, and/or investigations of the Land or the Property. All persons retained by Buyer to conduct such inspections, investigations and tests shall be licensed and maintain liability and property damage insurance in accordance with the terms set forth hereinbelow. Under no circumstances shall the right of entry granted herein be interpreted as delivery of possession of the Land or the Property prior to Closing.

(a) Commercial General Liability Insurance for bodily injury, death or property damage, with minimum limits of coverage of One Million and No/100 Dollars (\$1,000,000.00) combined single limit occurrence. Coverage shall include, but not be limited to, Premises and Operation, Per Project Aggregate, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, and Products and Completed Operations Coverage.

(b) Workers Compensation and Employers Liability Insurance in complete compliance with all federal and state laws.

(c) Business Automobile Liability Insurance which coverage shall not be less than One Million and No/100 Dollars (\$1,000,000.00).

Prior to any entry onto the Property by Buyer or its agents, employees, contractors, subcontractors, consultants, representatives and other persons designated by Buyer ("**Buyer's Agents**"), Buyer shall obtain and maintain, at all times during the pendency of this Agreement, insurance by companies of recognized standing qualified to do business in Florida, with the minimum limits of coverage provided in that Certificate of Liability Insurance of the Buyer dated August 24~~19~~, 2026~~5~~.

Commented [LS3]: Buyer obtained updated Certificates of Liability Insurance dated 8/24/26 for Seller's reference (same coverages that were provided last year).

3.4. Indemnification. To the extent allowed by law (and without waiving any of the provisions of Section 768.28 Florida Statutes), Buyer shall protect, indemnify, defend, save and hold Seller harmless against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees, judgments, damage or liability (including attorneys' fees, paraprofessional fees and court costs at the trial level and at all levels of appeal) of any kind or nature, by or in favor of anyone whomsoever, resulting from, arising from, or occasioned in whole or in part by an act or omission by Buyer, its agents, contractors, employees, representatives or invitees in, upon, or about the Land and/or the Property, or from Buyer's inspection, testing, examination and inquiry of or on the Land and/or the Property, unless caused by or resulting from the negligent acts or omissions, willful misconduct and/or breach by Seller of its obligations and duties under this Agreement that accrue prior to the Closing or termination of this Agreement, whichever occurs first. The provisions of this Section 3.4 shall survive the Closing or termination of this Agreement.

3.4.1. Buyer's Obligations with Respect to Inspections. Buyer shall restore the Land and the Property to its original condition promptly after Buyer's independent factual, physical and legal examinations and inquiries of the Land and/or Property. Buyer shall promptly

pay for all inspections and Due Diligence Reports upon the rendering of statements therefore. Buyer shall not suffer or permit the filing of any liens against the Land and/or the Property and if any such liens are filed, Buyer shall cause them to be released or otherwise eliminated from being a lien upon the Land and the Property within thirty (30) days of filing. In the event the transaction contemplated by this Agreement is not closed for any reason whatsoever, Buyer shall remain obligated with respect to the indemnities and other obligations contained in this Section 3.4 ~~and Section 3.5~~ of this Agreement. The provisions of this Section shall survive the Closing or termination of this Agreement.

3.5. Condition of the Property. If this Agreement is not terminated pursuant to Section 3.2 above, Buyer shall be deemed to have acknowledged that Seller has provided Buyer sufficient opportunity to make such independent factual, physical and legal examinations and inquiries as Buyer deems necessary and desirable with respect to the Property and the transaction contemplated by this Agreement and that Buyer has approved the Property and this transaction in all respects. Buyer is expressly purchasing the Property in its existing condition "AS IS, WHERE IS" with respect to all facts, circumstances and conditions. Seller has no obligation to inspect for, repair or correct any such facts, circumstances, and conditions or to compensate Buyer regarding the Property. From and after Closing, Buyer assumes the full risk with respect to the Property including, without limitation, any liability resulting from the condition of the Land and/or the Property or resulting from any claims by third parties relating to the past, present, or future ownership (excepting those warranties provided for in the Deed), use or operation of the Land and/or the Property, with the exception of personal injury claims arising or filed prior to Closing, and by execution hereof Buyer specifically agrees, to the extent allowed by law, to release Seller and its affiliates from all liability, loss, cost (including reasonable attorneys', paralegals' and legal assistants' fees and court costs at all trial and appellate levels) relating to any matter occurring on or subsequent to the Closing arising from the condition of the Land and/or the Property, including those arising from the presence of Foreign Substances on or at the Land and/or the Property, unless caused by or resulting from the negligence, willful misconduct and/or breach by Seller of its obligations and duties under this Agreement. SELLER HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND OR NATURE WHATSOEVER PERTAINING TO THE CONDITION OF THE LAND AND/OR THE PROPERTY (INCLUDING WARRANTIES OF MERCHANTABILITY OR HABITABILITY AND FITNESS FOR PARTICULAR PURPOSES), WHETHER EXPRESSED OR IMPLIED, including warranties with respect to the Land, the Property, zoning, land value, availability of access or utilities, presence of Foreign Substances, rights of ingress or egress, governmental approvals, rights of third parties relating to the condition of the Land and/or the Property, future restrictions upon use or sale, or the soil or water conditions of the Land. Buyer further acknowledges that Buyer is not relying upon any representation of any kind or nature made by Seller, or any of its employees or agents with respect to the Land and/or the Property and that, in fact, no such representations were made, except as expressly set forth in this Agreement. Buyer hereby specifically releases Seller and its affiliates from any and all claims, losses, liabilities, fines, charges, damages, injuries, penalties, response costs, and expenses of any and every kind, whatsoever (whether known or unknown) relating to the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release of any Foreign Substance on the Land and/or the Property, if any, including without limitation, any residual contamination, in, on, under or about the Land and/or the Property or affecting natural resources, whether prior to or following Closing. Each covenant, agreement, representation, and warranty of Buyer or Seller contained in this Section 3.5 of this Agreement shall survive the Closing ~~or termination of this Agreement.~~

Commented [LS4]: Per comment by Bond Counsel - 3.5 seems to apply only if purchase is not terminated.

4. Purchase Price and Terms of Payment; Closing Adjustments.

4.1 Purchase Price. The purchase price (“**Purchase Price**”) of the Property shall be the amount of TWENTY-EIGHT MILLION FOUR HUNDRED THIRTEEN THOUSAND AND 00/100 DOLLARS (\$28,413,000.00), subject only to the prorations and adjustments herein provided and allocated as follows: (i) Land and Improvements: \$27,913,000.00; and (ii) Personal Property: \$500,000.00.

4.2 Payment of Purchase Price. The Purchase Price shall be paid in cash at Closing. Buyer shall have no responsibilities as to how the Purchase Price shall be disbursed between the Seller entities.

Commented [LS5]: Language requested by bond counsel.

4.3 Closing Adjustments and Prorations. Except as otherwise provided in this Section, all adjustments and prorations to the Purchase Price payable at Closing shall be computed as of the Prorations Date. Buyer shall be responsible for all items after the Prorations Date. All prorations shall be based on thirty (30) day months. Such adjustments and prorations shall include the following:

4.3.1 Taxes and Assessments; Pending and Certified Liens. All *ad valorem* real estate taxes, special taxing district assessments and personal property taxes and all assessments associated with the Property for the year of Closing shall be paid by Seller pursuant to the requirements of Section 196.295, Florida Statutes, if applicable. County or other public liens, if any, certified or for which the work has been substantially completed on the date of this Agreement shall be paid by Seller and any other such liens shall be assumed by Buyer; provided, however, that if any assessments are payable in installments, the installment due for the year in which Closing occurs shall be prorated between Seller and Buyer, and Buyer shall assume responsibility for payment of all installments for subsequent years.

4.3.2 Club Dues. All Club Dues and any other amounts due to Seller as dues arising out of the Club Plan shall be prorated as of the Prorations Date. Buyer shall receive a credit at Closing against the Purchase Price for any Club Dues paid to Seller as of the Prorations Date but applicable to any period after the Prorations Date. By way of example, pre-paid Club Dues received by Seller prior to Closing for periods after the Closing shall be credited to Buyer. Buyer and Seller acknowledge and agree that Buyer will not be assigned the Seller’s right to the Accounts Receivable and that Buyer shall not receive a credit against the Purchase Price for the Accounts Receivable.

4.3.3 Payables. All of Seller’s accounts payable incurred in the ordinary course of business prior to the Closing Date in connection with the ownership and operation of the Property including amounts payable to vendors and other trade payables (the “**Payables**”) shall be paid by Seller; provided, however, that if any accounts payable are paid in advance by Seller for services that extend beyond the Closing Date, such accounts payable will be prorated as of the Prorations Date. Seller agrees that between the Effective Date and the Closing Date all Payables shall be paid and discharged in the ordinary course of business. Any Payables that would have been paid by Seller in the ordinary course of business that are not paid on or before the Prorations Date and are not discovered until after the Closing Date shall be paid by Seller at such time as they

are discovered, provided such amounts are discovered within one hundred and eighty (180) days of the Closing Date.

4.3.4 Cash. Notwithstanding that there may currently exist operating accounts for the Club, Buyer acknowledges and agrees that no operating accounts will be transferred to Buyer, subject to any credit for pre-paid Club Dues as described in Section 4.3.2 hereinabove. Buyer acknowledges and agrees that there are no reserves for the Club and that no reserves will be transferred to Buyer.

4.3.5 Fuel and Utilities. Fuel, water charges and other utilities upon the Property, if any, including amounts due prior to Closing, but not yet billed, shall be adjusted and apportioned as of the Prorations Date. Deposits, if any, made by Seller, or any manager of the Property on behalf of Seller, or any predecessor in title as security under any utility or public service contract shall be credited to Seller to the extent that the same remains on deposit for the benefit, and in the name of, Buyer. If such deposits cannot remain on deposit for the benefit of Buyer, Buyer shall place new deposits with the utility company(ies) and the existing deposits shall be released to Seller prior to Closing. Readings will be secured for all utilities as close as practicable to the Prorations Date, and the remaining meter charge, if any, for the intervening time shall be apportioned on the basis of such last reading. All utility accounts must be transferred by Buyer with fifteen (15) days following Closing.

4.3.6 Contracts; Leases. All prepayments made and all amounts due prior to Closing, but not yet billed, under any continuing contracts or leases affecting the Property, if any, including, but not limited to, garbage removal and maintenance agreements shall be adjusted and apportioned as of the Prorations Date and Seller shall receive a credit for any deposits.

4.3.7 Other Prorations. In addition to the previously stated adjustments and prorations at Closing the parties shall also make such adjustments and prorations with respect to operating revenues and expenses to the Purchase Price as are customary and usual in transactions similar to the transaction contemplated by this Agreement.

4.3.8 Reprorations and Post-Closing Adjustments. If any adjustments or prorations cannot be apportioned or adjusted at Closing by reason of the fact that final or liquidated amounts have not been ascertained or are not available as of such date, the parties agree to apportion or adjust such items on the basis of their best estimates of the amounts at Closing and to re-prorate any and all of such amounts promptly when the final or liquidated amounts are ascertained. In the event of any omissions or mathematical error on the closing statement, or if the prorations, apportionments and computations shall prove to be incorrect for any reason, the same shall be promptly adjusted when determined and the appropriate party paid any monies owed. This provision shall survive the Closing for a period of six (6) months as to all adjustments and no claims for adjustment may be made thereafter.

4.3.9 Intent of Prorations Provisions. The intent of the prorations and adjustments provided for herein is that Seller shall bear all expenses of operation of the Property and shall receive all income therefrom accruing through the Prorations Date, and Buyer shall bear all such expenses and receive all such income accruing thereafter.

4.3.10 Accounts Receivable to be Retained by Seller. As described in Section 4.3.2 hereinabove, Buyer acknowledges and agrees that the Accounts Receivable will be retained

by Seller and will not be transferred to or credited in favor of Buyer at Closing. Buyer acknowledges and agrees that Buyer has no claim or interest in the Accounts Receivable and that Buyer will not interfere with or take any action which would in any way impede Seller's efforts to collect the Accounts Receivable and if requested by Seller, Buyer shall cooperate with Seller in Seller's attempts to collect the Accounts Receivable. This provision shall survive Closing.

4.4 Costs and Expenses. All Closing costs and expenses including, but not limited to, the cost of recording the Deed, documentary stamp taxes and surtax, if any, on the Deed, and the title insurance premium for the owner's title insurance policy to be provided by Title Agent and issued to Buyer after Closing, shall be paid by Buyer. Buyer shall also pay for the cost of any survey obtained by Buyer. Attorneys' fees, consulting fees, and other due diligence expenses shall be borne by the party incurring such expense. By way of example, Seller shall pay its own legal fees and costs and these shall not be charged to homeowners in the event the transaction contemplated by this Agreement does not close.

5. Title; Survey.

5.1. Evidence of and Encumbrances Upon Title. It is acknowledged and agreed that Buyer has previously received a form Title Commitment prepared by the Title Company or will be provided same within ten (10) days following the Effective Date. The Title Commitment shall be the basis upon which Buyer shall review the status of title to the Property. Buyer shall review the Title Commitment to determine whether title is free and clear of liens, encumbrances, and objections other than the following, herein referred to as the "Acceptable Encumbrances":

5.1.1. The standard printed exceptions in the Title Commitment, provided, however, that to the extent allowed by the Title Company and Florida law the standard printed exceptions for parties in possession and construction liens may be deleted from the owner's title insurance policy based upon Seller's Affidavit and the standard printed exception for matters that would be reflected on a current survey and for easements not shown by the public records may be deleted if Buyer obtains a current survey, as contemplated by Section 5.3 hereof, which satisfies the requirements of the Title Company;

5.1.2. Zoning and other regulatory laws and ordinances affecting the Property;

5.1.3. Easements for public utilities and drainage;

5.1.4. Any matters reflected on the plats of the Land;

5.1.5. Any other matters of record that do not render title unmarketable;

5.1.6. All matters in the Title Commitment not objected to by Buyer within the Title Review Period (as hereinafter defined);

5.1.7. The Lease (as hereinafter defined);

5.1.8. Any matters which are approved in writing by Buyer (including those contemplated by this Agreement); and

5.1.9. Any matters created by or against Buyer.

5.2. Review of Evidence of Title.

5.2.1. Buyer shall have until the thirtieth (30th) day after the Effective Date, to cause the Title Commitment to be examined and to notify Seller in writing of any liens, encumbrances, or exceptions other than the Acceptable Encumbrances (the “**Title Review Period**”). If no liens, encumbrances, or exceptions other than the Acceptable Encumbrances are shown, or if Buyer shall fail to notify Seller in writing of any liens, encumbrances or exceptions other than the Acceptable Encumbrances prior to the end of the Title Review Period, then except as provided in Section 5.4., Buyer shall be deemed to have waived any right to object to the status of title and all matters reflected on the Title Commitment shall be deemed Acceptable Encumbrances. Subject to Section 5.4., Buyer shall thereupon, with respect to the status of title to the Land and Improvements, be obligated to close the purchase at the time and in the manner herein specified.

5.2.2. If prior to the end of the Title Review Period, Buyer gives written notice of any liens, encumbrances or exceptions, other than the Acceptable Encumbrances, then Seller shall have the right, but not the obligation, to attempt to remove, discharge or correct such liens, encumbrances or exceptions and shall have a period of sixty (60) days after receipt of notice thereof (“**Cure Period**”) in which to do so (and if necessary the Closing Date shall be extended). Seller shall not in any event be obligated to pay any sums of money or to litigate any matter in order to remove, discharge or correct any lien, encumbrance or exceptions, except, however, that Seller shall be required to satisfy, release, or discharge any mortgages in a liquidated amount voluntarily placed on the Property by Seller or by Seller’s predecessors in title. If Seller shall be unable or otherwise refuses to remove or discharge such other liens, encumbrances or exceptions within such period, then Buyer may, at its option, either accept title in its then existing condition without reduction of the Purchase Price or terminate this Agreement by giving written notice of termination within ten (10) Business Days after the first to occur of (a) receipt of Seller’s written notice that Seller is unable or unwilling to remove the lien, encumbrance, or exception or (b) the expiration of the Cure Period. If Buyer shall fail to give written notice of termination within the aforesaid ten (10) Business Day period, Buyer shall irrevocably be deemed to have accepted title in its existing condition (and all outstanding title matters shall then constitute Acceptable Encumbrances). If Buyer shall elect to terminate this Agreement pursuant to this Section, this Agreement shall terminate, and thereafter neither Seller nor Buyer shall have any further rights or obligations hereunder except that Buyer shall remain obligated with respect to the provisions of Sections 3.4 and 3.5 hereof.

5.2.3. Notwithstanding any provision contained in this Agreement to the contrary, Seller shall, at Seller’s cost and expense, cause all open or expired Permits for the Clubhouse and Property to be duly and properly closed out as required by applicable law prior to the Closing Date.

5.3. Survey. Prior to the end of the Title Review Period, Buyer may cause a survey of the Land to be prepared at Buyer’s sole cost and expense. Any such survey shall conform to ALTA requirements and be certified to Buyer, Seller, Seller’s counsel, the Title Company, and Title Company’s agent. If any encroachments not acceptable to Buyer are shown, Buyer may give written notice of objection to Seller prior to the end of the Title Review Period, in which case any such encroachment shall be treated in the same manner as a title defect pursuant to Section 5.2.2

Commented [LS6]: Per comment of Bond Counsel, what obligations? Section 3.5 seems to apply if Agreement is not terminated.

above; provided, however, that Buyer shall have no right to object to any matters which constitute Acceptable Encumbrances. If, however, Buyer fails to obtain a survey, or if Buyer obtains a survey, but fails to give written notice of objection prior to the end of the Title Review Period, all encroachments and other matters of survey shall be deemed approved by Buyer and shall constitute Acceptable Encumbrances.

5.4. Title Update. Buyer shall cause the Title Company to update the Title Commitment, to a date not earlier than seven (7) days prior to the Closing Date. If the updated Title Commitment contains exceptions which arose subsequent to the effective date of the Title Commitment and which do not constitute Acceptable Encumbrances, Buyer may file written objection thereto within ten (10) Business Days after receipt thereof, but in any event prior to completion of the Closing. If Buyer timely and properly files written objection to any such other item, all of the provisions of the last portion of Section 5.2.2 shall then be applicable. If the updated Title Commitment contains no exceptions, other than those reflected on the Title Commitment delivered pursuant to Section 5.1 and other Acceptable Encumbrances or if Buyer fails to give written notice of objection to Seller as and when required, all matters reflected on the updated Title Commitment shall be deemed Acceptable Encumbrances, and this Agreement shall remain in full force and effect and Buyer shall be obligated to complete the transaction as required by this Agreement.

6. Closing.

6.1. Closing Date; Place. The Closing shall occur on or before ~~October November 28~~30, 2026 ("**Closing Date**"). ~~Notwithstanding the foregoing, upon providing to the other party not less than five business (5) days advance notice of the rescheduled Closing Date, Seller and Buyer (so long as Buyer has diligently pursued the satisfaction of all closing conditions, including, but not limited to, bond issuance) shall have the right to extend the Closing Date to November 23, 2026.~~ Closing shall take place at 10:00 A.M. in the offices of Seller's counsel or at such other location as is acceptable to the parties or by electronic mail with original documents to follow by FedEx or hand delivery and wire transfer of funds.

6.2. Seller's Deliveries. On or before the Closing Date, Seller shall deliver or cause to be delivered to Title Agent in escrow pursuant to escrow instructions to be agreed upon by Buyer, Seller and Title Agent prior to the Feasibility Date (the "**Escrow Instructions**") the following (in addition to any other instruments contemplated by this Agreement):

6.2.1. Deed with respect to the Land and Improvements, as applicable, in the form of **Exhibit B** attached hereto;

6.2.2. Seller's Affidavit in the form of **Exhibit C** attached hereto;

6.2.3. Bill of Sale with respect to those items of Personal Property which are furniture, fixtures, and equipment in the form of **Exhibit D** attached hereto, including all of the Inventory;

6.2.4. Assignment and Assumption Agreement in the form of **Exhibit E** attached hereto;

- 6.2.5 Buyer-Seller Closing Statement;
 - 6.2.6 Evidence satisfactory to the Title Company in its reasonable discretion of Seller's authority to execute the instruments delivered at the Closing and to consummate the Closing;
 - 6.2.7 Public Disclosure Affidavit in the form attached hereto as **Exhibit F**;
 - 6.2.8 Form 1099-S;
 - 6.2.9 Certificate of Non-Foreign Status or statement complying with Section 1445(b)(2) or (3) of the Internal Revenue Code of 1986 as amended, in the form attached hereto as **Exhibit H**;
 - 6.2.10 Assignment and Assumption of Vendor Contracts in the form attached hereto as **Exhibit I**;
 - 6.2.11 Assignment and Assumption of Lease in the form attached hereto as **Exhibit J**;
 - 6.2.12 If required pursuant to Section 7.3 hereinafter, Assignment and Assumption of Management Agreement in the form attached hereto as **Exhibit K**;
 - 6.2.13 Intentionally omitted; and
 - 6.2.14 Affidavit of Compliance with Anti-Human Trafficking Laws in the form attached hereto as **Exhibit N**.
- 6.3. **Buyer's Deliveries.** On or before the Closing Date, Buyer shall deliver or cause to be delivered to Title Agent the following:
- 6.3.1 Payment of the Purchase Price for disbursement to Seller at Closing in accordance with the terms of this Agreement;
Additionally, on or before the Closing Date, Buyer shall deliver or cause to be delivered to Title Agent in escrow pursuant to the Escrow Instructions, the following (in addition to any other instruments contemplated by this Agreement):
 - 6.3.2 Assignment and Assumption Agreement in the form of **Exhibit E** attached hereto;
 - 6.3.3 Buyer-Seller Closing Statement;
 - 6.3.4 Assignment and Assumption of Vendor Contracts in the form attached hereto as **Exhibit I**;
 - 6.3.5 Assignment and Assumption of Lease in the form attached hereto as **Exhibit J**;
 - 6.3.6 If required pursuant to Section 7.3 hereinafter, Assignment and Assumption of Management Agreement in the form attached hereto as **Exhibit K**; and

6.3.7 Intentionally Deleted.

6.4. Possession. Possession of the Property shall be surrendered at the Closing, subject to the Lease and all other Acceptable Encumbrances.

7. Certain Special Provisions Which Shall Survive Closing. In addition to other provisions of this Agreement which by their terms survive the Closing of the purchase and sale, the following provisions shall also survive the Closing.

7.1. Intentionally Deleted.

7.2. ~~Intentionally Deleted-Club Plan. Notwithstanding any provisions contained in the Agreement to the contrary, Seller shall indemnify, defend and hold Buyer harmless from and against any and all losses, claims, demands, damages, costs and expenses, including but not limited to attorneys fees and court costs at the trial level and through all appellate proceedings, of any kind or nature, by or in favor of anyone or any entity whomsoever, arising from, or occasioned in whole or in part from the terms and provisions of the Club Plan, in the form it existed prior to Closing.~~

7.3. Employees. It is acknowledged and agreed that pursuant to the terms and provisions of: (i) that certain Agreement for The Residences at Downtown Doral dated July 10, 2020, as amended from time to time, by and among Seller and TFC PARTNERS, INC., a Delaware corporation, d/b/a NFC Amenity Management ("**NFC Management Company**") for the management of the Property (the "**NFC Management Agreement**"), and (ii) that certain Residences at Downtown Doral Club Management Agreement (undated), as amended from time to time, by and among Seller and Miami Management, Inc., a Florida corporation ("**Miami Management Company**", and together with NFC Management Company, collectively, the "**Management Company**"), for the management of the Property (the "**Miami Management Agreement**", and together with the NFC Management Agreement, collectively, the "**Current Management Agreement**"), all service personnel performing services on the Property are the employees of the Management Company and not Seller, and Seller has no obligation or liability for accrued, unpaid wages, salaries, benefits, vacation and other income items due to such employees, all of which are the responsibility of the Management Company. It is currently contemplated that Buyer and the Management Company will enter into a new management agreement prior to Closing which shall release Seller from all obligations and liabilities under the Current Management Agreement described above. If said new management agreement is not entered into between Buyer and the Management Company prior to Closing releasing Seller from all obligations and liabilities under the Current Management Agreement, then at Closing, Seller shall assign to Buyer and Buyer shall assume the Current Management Agreement pursuant to an assignment and assumption agreement which shall provide in part that the assignment is "As-Is, Where-Is" and without warranties.

7.4. Use of Name. Seller agrees that this conveyance includes all of Seller's right, title, and interest in and to "The Residences at Downtown Doral Club" name and logo ~~with respect to the Club~~. Notwithstanding the foregoing, Buyer acknowledges and agrees that Seller shall have the right to use The Residences at Downtown Doral Club name and logo with respect to ~~the Club~~ The Residences at Downtown Doral in connection with the sale of residential dwellings within The Residences at Downtown Doral community or any other community in which Seller, or Seller's affiliates, is constructing and/or selling residential dwellings, including, without limitation, in all

marketing and sales materials. Buyer shall execute any and all documentation required by Seller to evidence or confirm Seller's right to use The Residences at Downtown Doral Club name and logo with respect to the ~~Club~~ The Residences at Downtown Doral as described herein.

7.5 Leases. Buyer acknowledges and agrees that the Property shall be subject to: (i) that certain Lease Agreement between Seller and Tahiti at Downtown Doral Homeowners Association, Inc., a Florida not-for-profit corporation, (ii) that certain Lease Agreement between Seller and Canarias at Downtown Doral Homeowners Association, Inc., a Florida not-for-profit corporation, and (iii) that certain Lease Agreement between Seller and Urbana at the Residences at Downtown Doral Neighborhood Association, a Florida non-for-profit corporation (collectively, the "Lease"). At Closing, Seller shall assign to Buyer and Buyer shall assume the Lease, including, but not limited to, all of Seller's rights and obligations thereunder. Such assignment shall be in substantially the form attached hereto as Exhibit "J" and made a part hereof.

Commented [LS7]: Please provide copies of all leases together with amendments. If terminated, please provide terminations.

8. Conditions Precedent.

8.1 Issuance of Special Assessment Bonds. Provided Buyer complies with the last sentence of Section 3.2, the issuance of Special Assessment Bonds with an interest rate not to exceed that provided in the Delegation Resolution to be adopted by the District's Board of Supervisors to be amortized over thirty (30) years to fund the Purchase Price and related costs of issuance, and to levy the Special Assessments on lots within The Residences at Downtown Doral community necessary to secure the payment of the debt service on the Special Assessment Bonds shall be a condition of Seller's and Buyer's obligation to close this transaction. Buyer shall take all appropriate action and diligently pursue the issuance of the Special Assessment Bonds prior to Closing. If Buyer is not able to obtain the issuance of the Special Assessment Bonds prior to Closing, this Agreement shall be null and void, and neither Buyer nor Seller shall have any further rights or obligations under the Agreement, except for those matters that expressly survive termination of this Agreement.

8.2 Association's Waiver of Option to Purchase Club. Notwithstanding any provision contained in this Agreement to the contrary, the adoption of a Resolution from the Board of Directors of The Residences at Downtown Doral Master Association, Inc., its successors and assigns ("Association"), which, among other things, states that the Board supports the sale of the Club to the Downtown Doral South Community Development District shall be a condition of Buyer's obligation to close this Agreement. Further, it shall be a condition of Buyer's obligation to close that such Resolution shall be in full force and effect as of the Closing.

9. Indemnification.

Commented [LS8]: Revised to restore this to language back to that in 7-14-26 draft from Seller.

9.1 Seller ReleaseIndemnification. Seller shall ~~release-indemnify and save harmless~~ Buyer against any and all filed claims, actions, damage or liability (including reasonable attorney's fees and costs) resulting from any personal injury and contractual liability claim respecting the Property relating to any matter that occurred prior to the Closing.

9.2 Buyer ReleaseIndemnification. To the extent allowed by law (and without waiving any of the provisions of Section 768.28, Florida Statutes), Buyer shall ~~release-indemnify and save~~

harmless Seller against any and all filed claims, actions, damage or liability (including reasonable attorney's fees and costs) resulting from any personal injury and contractual liability claim respecting the Property relating to any matter occurring subsequent to the Closing.

9.3 Survival. This Section shall survive Closing.

10. Warranties and Representations.

10.1 Buyer's Warranties and Representations. Buyer warrants and represents that: (a) Buyer has the full right, power, and authority to purchase the Property from Seller as provided in this Agreement and to carry out Buyer's obligations hereunder; (b) this Agreement has been duly executed and delivered by Buyer; (c) the execution of this Agreement and the Closing to occur hereunder does not and will not violate any contract, covenant or other agreement to which Buyer may be a party or by which Buyer may be bound; and (d) Buyer is purchasing the Property for the continued operation of the Club.

10.1.1 Club Reserves. Buyer acknowledges and agrees that Seller has not collected reserves (as described in Section 8.5 of the Club Plan) for the Club ("**Reserves**"). Buyer further acknowledges and agrees that: (i) any and all expenses and/or costs associated with the repair, replacement and/or maintenance of any structural, mechanical, electrical or other component of the Clubhouse shall be the sole responsibility of Buyer (as Club Owner); (ii) such costs and expenses may be required to be billed to the Members (as defined in the Club Plan) from time to time to the extent funds are not available but are necessary for the repair, replacement and/or maintenance of such items; and (iii) Seller shall not in any way be responsible for any such repair, replacement and/or maintenance expenses or costs.

10.2 Seller's Warranties and Representations. Seller warrants and represents that: (a) Seller has the full right, power, authority to sell the Property to Buyer as provided in this Agreement and to carry out Seller's obligations hereunder; (b) White Course Lennar, LLC, is a limited liability company duly organized and in good standing under the laws of the State of Florida, and CC-WCD TIC, LLC, is a limited liability company duly organized and in good standing under the laws for the State of Delaware; (c) subject to Section 20 hereof, all requisite company action necessary to authorize Seller to enter into this Agreement and to carry out Seller's obligations has been obtained; (d) this Agreement has been duly authorized, executed and delivered by Seller; and (e) Seller is the sole owner of the Land and Improvements and is the only Club Owner under the Club Plan.

10.3 Delinquent Club Dues. Buyer acknowledges and agrees that delinquent Club Dues may currently exist. As described in Section 4.3.10 hereinabove, Seller shall retain and be entitled to pursue the collection of all Club Dues that are delinquent as of the Closing Date as part of the Accounts Receivable.

10.4 Survival. The provisions of this Section 10 shall survive the Closing.

11. Assignment. The nature of Buyer's composition as a governmental entity constitutes a benefit to the residents of The Residences at Downtown Doral and a material inducement and a substantial part of the consideration for sale of the Property by Seller to Buyer. Therefore, Buyer may not assign this Agreement, nor may any of Buyer's rights hereunder be

transferred in any manner to any person or entity, without Seller's specific prior written consent, which consent may not be unreasonably withheld.

12. Brokerage. Buyer represents and warrants to Seller that Buyer has not contacted or entered into any agreement with any real estate broker, agent, finder, or any other party entitled to a commission in connection with this transaction, and that Buyer has not taken any action which would result in any real estate broker's, finder's, or other fees or commissions being due or payable to any other party with respect to this transaction. Seller represents and warrants to Buyer that Seller has not contacted or entered into any agreement with any real estate broker, agent, finder, or any other party entitled to a commission in connection with this transaction, and that Seller has not taken any action which would result in any real estate broker's, finder's, or other fees or commission being due and payable to any other party with respect to this transaction. Each party hereby agrees, to the extent allowed by law, to indemnify, protect, defend (with counsel approved by the party to be indemnified) and to hold the other party harmless from any loss, liability, damage, costs, or expense (including, but not limited to, reasonable attorneys' fees at trial and all appellate levels) resulting to the other party from a breach of the representation and warranty made by such party herein. The provisions of this Section 12 shall survive the Closing and termination of this Agreement.

13. Default.

13.1 Buyer's Default. If this transaction shall not be closed because of a default by Buyer, Seller shall have any and all legal remedies available at law or in equity including, without limitation, the right to sue Buyer for specific performance; provided, however, such specific performance remedy shall be available to Seller only upon Seller's full satisfaction of each of Seller's obligations under this Agreement. In the event of default by Buyer, Buyer shall remain obligated pursuant to Sections 3.4 ~~and 3.5~~ hereof. If, after Closing, Buyer shall default in any obligations of Buyer contained herein that have expressly survived the Closing, Seller shall be entitled to all remedies available at law or in equity.

13.2 Seller's Default. If this transaction shall not be closed because of a default by Seller, neither Seller nor Buyer shall have any further rights or obligations hereunder, except that Buyer shall remain obligated pursuant to Sections 3.4 ~~and 3.5~~ hereof; and Buyer, as its sole remedy hereunder, shall have the right to sue for specific performance of this Agreement; provided, however, such specific performance remedy shall be available to Buyer only upon Buyer's full satisfaction of each of Buyer's obligations under this Agreement. In no event shall Buyer be entitled to any monetary damages and the remedy set forth herein shall be Buyer's sole and exclusive remedy. Notwithstanding the foregoing, in the event the remedy of specific performance is not available to Buyer as a result of the intentional actions of Seller, Buyer may seek its actual damages incurred up to an amount not to exceed \$150,000.00.

13.3 No Obligations after Closing. Buyer expressly acknowledges and agrees that Seller has no obligations with respect to the Property pursuant to this Agreement which survive Closing, except as specifically set forth herein. Seller expressly acknowledges and agrees that Buyer has no obligations to Seller except those which expressly survive Closing. The provisions of this Section shall survive the Closing.

13.4 Notice of Default. No default shall occur hereunder until notice thereof is given to the defaulting party by the other party hereto asserting an event of default has occurred, describing the nature of the default, and giving a period of ten (10) days to cure the default; provided, however, in no event shall such notice requirement and cure period apply to the failure of a party to close this transaction on the Closing Date.

13.5 Third-Party Purchaser. Buyer hereby expressly acknowledges and agrees that time is of the essence with respect to all Buyer's commitments and time periods contained in this Agreement and that in the event that Buyer is late or in default with respect to any such time periods, deadlines or commitments, and/or if Buyer is unable to close on the Property on or prior to the Closing Date, then in addition to all rights Seller has in the event of a Buyer default, if applicable, Seller shall have the immediate and unilateral right, but not the obligation, to terminate this Agreement and sell the Property to a third party subject to the rights of the Association as set forth in the Declaration for The Residences at Downtown Doral, recorded in Official Records Book 31121, Page 1519 of the Public Records of Miami-Dade County, as amended (the "**Declaration**"). If Seller closes on the sale of the Property to a third party purchaser, then such third party shall have all rights available to Club Owner under the Club Plan, together with any and all other rights of Seller which Seller may elect to convey to said third party purchaser.

14. No Joint Venture. Buyer acknowledges and agrees that Seller is not a venturer, co-venturer, insurer, guarantor or partner of Buyer in Buyer's ownership or operation of the Property, and that Seller bears and shall bear no liability whatsoever resulting from or arising out of Buyer's ownership and operation of the Property. The provisions of this Section 14 shall survive the Closing.

15. Miscellaneous.

15.1 Risk of Loss. Seller agrees to give Buyer prompt notice of any casualty affecting the Property or of any actual or threatened (to the extent that Seller has current actual knowledge thereof) taking or condemnation of all or any portion of the Property, prior to Closing.

15.1.1 If before Closing, there shall occur:

(a) damage to any portion of the Property caused by casualty which would cost an amount equal to or greater than two and one-half percent (2.5%) of the Purchase Price of the Property to repair; or

(b) the taking or condemnation of all or any portion of the Property which would interfere with the intended use of the Property;

then, in such event, Buyer shall have the right to terminate this Agreement by written notice thereof delivered to Seller within fifteen (15) days after Buyer has received written notice from Seller, or at the Closing accept all interest of Seller in and to any insurance proceeds or condemnation awards payable to Seller on account of that event, less sums which Seller incurs before the Closing to repair any of the damage. If Buyer elects to terminate this Agreement, neither party shall have any further obligations under this Agreement except that Buyer shall remain liable for the obligations contained in Sections 3.4 and 3.5 hereof. If Buyer does not so timely elect to terminate this Agreement, then the Closing shall take place as provided herein and there shall be assigned to

Buyer at the Closing all interest of Seller in and to any insurance proceeds or condemnation awards payable to Seller on account of that event, less sums which Seller incurs before the Closing to repair any of the damage.

15.1.2. If before Closing there occurs:

(a) damage to the Property caused by casualty which would cost less than two and one-half percent (2.5%) of the Purchase Price to repair; or

(b) the taking or condemnation of a portion of the Property which would not interfere with the intended use of the Property;

then, Buyer may not terminate this Agreement and there shall be assigned to Buyer at the Closing all interest of Seller in and to any insurance proceeds or condemnation awards payable to Seller on account of that event, less sums which Seller incurs before the Closing to repair any of the damage.

15.1.3 Notwithstanding anything to the contrary contained herein, if there is a casualty affecting all or any portion of the Property that results in a difference between the reasonably estimated cost of repairing such damage, as reasonably determined by Seller's engineer, and the insurance proceeds received (the "**Insurance Proceeds**") or payable in respect thereto (net of any applicable deductible) (such difference being referred to herein as an "**Underinsured Loss**"), Buyer shall have the option to either: (i) receive the Insurance Proceeds and proceed to Closing notwithstanding the Underinsured Loss, or (ii) terminate this Agreement. Buyer shall provide written notice to Seller of its election of either option (i) or (ii) as herein described within ten (10) days following the determination of the estimated cost of repairs as determined by Seller's engineer. If Buyer elects option (ii) then upon such termination and delivery to Seller of all Due Diligence Reports, the parties shall have no further rights or obligations hereunder, except, however, that Buyer shall remain obligated with respect to the indemnities and obligations contained in Sections 3.4 and 3.5 of this Agreement.

15.2 Construction of Agreement. The terms "Seller" and "Buyer" whenever used in this Agreement shall include the successors and permitted assigns of the respective parties hereto, provided, however, that Buyer's right of assignment is restricted by the provisions hereof. Whenever used, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders. The term "including" as used herein shall in all instances mean "including, but not limited to". The term "attorney's fees" wherever used in this Agreement shall include, without limitation, attorney's fees, paralegal fees and paraprofessional fees. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation of this Agreement. This Agreement and any related instruments shall not be construed more strictly against one party than against the other by virtue of the fact that initial drafts may have been prepared by counsel for one of the parties, it being recognized that this Agreement and any related instruments are the product of extensive negotiations between the parties hereto.

15.3 Counterparts and Electronic Signatures. This Agreement may be executed in two or more counterparts, a complete set of which shall be deemed an original, but all of which will constitute the same agreement. A facsimile signature of this Agreement or a signature of this

Agreement set forth in a PDF file or other electronic format shall be deemed to be an original and shall bind the signing party(ies).

15.4 Severability and Waiver. Invalidation of any one Section or provision of this Agreement by judgment or court order shall in no way affect any other Section or provision. Failure of any party to this Agreement to insist on the full performance of any of its provisions by the other party shall not constitute a waiver of such performance unless the party failing to insist on full performance of the provision declares in writing signed by it that it is waiving such performance. A waiver of any breach under this Agreement by any party, unless otherwise expressly declared in writing, shall not be a continuing waiver or waiver of any subsequent breach of the same or other provision of this Agreement.

15.5 Governing Law. This Agreement is being executed and delivered, and is intended to be performed, in the State of Florida. The laws of the State of Florida (without regard to conflicts of law) shall govern the validity, construction, enforcement and interpretation of this Agreement.

15.6 Further Acts. In addition to the acts and deeds recited in this Agreement and contemplated to be performed, executed, and/or delivered under this Agreement, Seller and Buyer agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered at Closing or after Closing all further acts, deeds, and assurances reasonably necessary to consummate the transactions or agreements contemplated hereby.

15.7 Radon Gas. RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY HEALTH DEPARTMENT.

15.8 Acknowledgement and Waiver. BUYER ACKNOWLEDGES AND AGREES THAT IT HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY AND CONSEQUENCES OF THIS AGREEMENT. BY EXECUTING THIS AGREEMENT, BUYER ACKNOWLEDGES THAT IT HAS SOUGHT AND RECEIVED LEGAL ADVICE REGARDING THIS AGREEMENT OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH LEGAL ADVICE.

15.9 Notices. All notices, demands, requests, and other communications required or permitted hereunder shall be in writing. All such notices, demands, requests and other communications (and copies thereof) shall be deemed to be received: (a) upon receipt or refusal to accept receipt if sent by messenger, upon personal delivery to the party to whom the notice is directed; (b) if sent by telecopier or electronic mail, upon electronic or telephonic confirmation of receipt by sender; or (c) upon receipt or refusal to accept receipt if sent by overnight courier, with request for next Business Day delivery, addressed as follows (or to such other address as the parties may specify by notice given pursuant to this Section):

TO SELLER: WHITE COURSE LENNAR, LLC,
5505 Blue Lagoon Drive
5th Floor
Miami, Florida 33126
Attn: Teresa Baluja
Facsimile No. (305) 228-8383
Email: teresa.baluja@lennar.com

WITH A COPY TO: CC-WCD TIC, LLC
2020 Salzedo Street, Suite 200
Coral Gables, Florida 33134
Attn: Steven J. Vainder, Esq.
Facsimile No. _____
Email : svainder@cchomes.com

WITH A COPY TO: ~~Jonathan Marcus~~Connor Holding, Esq.
Holland & Knight
515 East Las Olas Boulevard, Suite 1200
Fort Lauderdale, Florida 33301
Phone No.: (954) 525-1000
Fax No.: (954) 463-2030
Email:
~~connor.holding@hklaw.com~~jon.marcus@hklaw.com

TO BUYER: Downtown Doral South Community Development District
c/o Governmental Management Services - South Florida,
LLC
5385 N. Nob Hill Road
Sunrise, Florida 33351
Phone: (954) 721-8681
Fax No.: (954) 721-9202
Attn: Juliana Duque
Email: jduque@gmssf.com

WITH A COPY TO: Michael J. Pawelczyk, Esq.
Billing, Cochran, ~~Lyles, Mauro & Ramsey~~, P.A.
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Phone No.: (954) 764-7150
Facsimile No.: (954) 764-7279
Email: mpawelczyk@bclmr.com

15.10 Entire Agreement and Amendment. This Agreement contains the entire understanding between Buyer and Seller with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be modified, amended, changed, waived, discharged or

terminated orally. Any such action may occur only by an instrument in writing signed by the party against whom enforcement of the modification, change, waiver, discharge or termination is sought.

15.11 Recording. This Agreement shall not be recorded and Buyer agrees that recording same constitutes a default by Buyer.

15.12 Exhibits. The Exhibits which are referenced in and attached to this Agreement are incorporated in, and made a part of, this Agreement for all purposes.

15.13 Time of the Essence. It is expressly agreed by Seller and Buyer that time is of the essence with respect to this Agreement. If the final day of any period or any date of performance under this Agreement falls on a date which is not a Business Day, then the final day of the period or the date of performance, as applicable, shall be extended to the next day which is a Business Day.

15.14 No Third Party Beneficiary. This Agreement is solely between Seller and Buyer and no other party shall be entitled to rely upon any provision hereof for any purpose whatsoever.

15.15 Limitation on Liability.

15.15.1 Buyer expressly agrees that the obligations and liabilities of Seller under this Agreement and any document referenced herein shall not constitute personal obligations of the officers, directors, employees, agents, attorneys, shareholders or other principals and representatives of Seller or Seller's affiliates. Notwithstanding anything to the contrary, Seller's liability, if any, arising in connection with this Agreement or with the Property shall be limited to one percent (1%) of the Purchase Price, and Seller shall not be personally liable for any judgment or claim in excess thereof. The limitations of liability contained in this Section shall apply equally to, and inure to the benefit of Seller's present and future officers, directors, agents, employees, attorneys, shareholders or other principals and representatives and their respective heirs, successors and assigns.

15.15.2 Seller expressly agrees that the obligations and liabilities of Buyer under this Agreement and any document referenced herein shall not constitute personal obligations of the supervisors, officers, directors, employees, agents, attorneys, or other principals and representatives of Buyer or Buyer's affiliates. Notwithstanding anything to the contrary, Buyer's liability, if any, arising in connection with this Agreement or with the Property shall be limited to one percent (1%) of the Purchase Price, and Buyer shall not be personally liable for any judgment or claim in excess thereof. The limitations of liability contained in this Section shall apply equally to, and inure to the benefit of Buyer's present and future supervisors, officers, directors, agents, employees, attorneys, or other principals and representatives and their respective heirs, successors and assigns.

16. Obligations of Buyer. The obligations of the Buyer set forth in this Agreement are not general obligations or general indebtedness of the Buyer within the meaning of the Constitution and laws of the State of Florida and do not constitute a pledge of the full faith and credit of the Buyer and shall not create a lien on any property of the Buyer.

17. Waiver of Default.

17.1 Buyer Waiver of Default. Upon Closing, Buyer shall be deemed to have waived any and all defaults, claims or other liabilities of, or against, Seller related to this Agreement accruing at the time of or prior to Closing, except as otherwise provided in this Agreement.

17.2 Seller Waiver of Default. Upon Closing, Seller shall be deemed to have waived any and all defaults, claims or other liabilities of, or against, Buyer related to this Agreement accruing at the time of or prior to Closing, except as otherwise provided in this Agreement.

18. Attorneys' Fees. In any litigation or other proceedings brought or maintained pursuant to, or arising out of, the terms of this Agreement, the prevailing party shall be entitled to collect from the non-prevailing party attorneys' fees and costs, including, without limitation, at all appellate levels and in any bankruptcy proceeding. This provision shall survive Closing or termination of this Agreement.

19. Energy Efficiency Disclosure. In accordance with the provisions of Section 553.996, Florida Statutes, Buyer is advised that Buyer may have the energy-efficiency rating of the buildings located on the Land determined.

20. CIC Approval. Notwithstanding any provision contained in this Agreement to the contrary, Seller's obligations under this Agreement are contingent upon White Course Lennar, LLC's receipt of the written approval of the Corporate Investment Committee of Lennar Corporation within thirty (30) days after Effective Date. In the event White Course Lennar, LLC, fails to deliver to Buyer written notice of such approval of said Corporate Investment Committee within thirty (30) days after Effective Date, this Agreement shall be null and void, and neither Seller nor Buyer shall have any further rights or obligations under the Agreement, except for those matters that expressly survive termination of this Agreement. No waiver of such condition shall be implied, but shall be expressed, if at all, only by written notice from the Corporate Investment Committee of Lennar Corporation, specifically waiving such condition.

21. Use of Club Following Closing. Seller hereby agrees that notwithstanding Sections 9.3 and 9.5 of the Declaration, Seller, as Developer thereunder, shall not exercise any of the rights provided to it in such Sections on any of the Property that is the subject of this Agreement following Closing except as may be otherwise agreed upon by the parties in writing. This provision shall specifically survive Closing.

22. Maintenance of Property. Seller shall maintain the Property, including without limitation the lawn, shrubbery, and landscaping and the Personal Property in the condition existing on the Effective Date until the Closing Date, except for ordinary wear and tear.

23. Waiver of Trial by Jury. BUYER AND SELLER HEREBY EXPRESSLY COVENANT AND AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO, DIRECTLY OR INDIRECTLY, OR CONCERNING THIS AGREEMENT OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHT, BENEFIT, PRIVILEGE OR LIABILITY OF A PARTY HEREUNDER TO THE FULL EXTENT PERMITTED BY LAW. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN AND IS KNOWINGLY,

INTENTIONALLY AND VOLUNTARILY MADE BY BUYER AND SELLER. BUYER AND SELLER HAVE HAD AN OPPORTUNITY TO SEEK LEGAL COUNSEL CONCERNING THIS WAIVER. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. BUYER AND SELLER FURTHER CERTIFY AND REPRESENT TO EACH OTHER THAT NO PARTY, REPRESENTATIVE OR AGENT OF BUYER OR SELLER (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) HAS REPRESENTED, EXPRESSLY OR OTHERWISE TO BUYER OR SELLER OR TO ANY AGENT OR REPRESENTATIVE OF BUYER OR SELLER (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) THAT THEY WILL NOT SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL. THIS WAIVER SHALL APPLY TO THIS AGREEMENT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS OF THIS AGREEMENT. THE PROVISION OF THIS SECTION SHALL SURVIVE CLOSING OR TERMINATION OF THIS AGREEMENT.

24. Seller Credit at Closing. Seller agrees to provide Buyer with a credit at closing in the amount of \$14,450.00 as consideration for the repair of the swimming pool leak.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement, each on the date set forth below.

SELLER:

WITNESSES: WHITE COURSE LENNAR, LLC,
a Florida limited liability company

Print Name: _____

Print Name: _____
By: _____
Name: _____
Title: _____
Date: _____, 2026

WITNESSES: CC-WCD TIC, LLC,
a Delaware limited liability company

Print Name: _____

Print Name: _____
By: _____
Name: _____
Title: _____
Date: _____, 2026

BUYER:

DOWNTOWN DORAL SOUTH COMMUNITY
DEVELOPMENT DISTRICT, a unit of special purpose
local government established pursuant to Chapter 190,
Florida Statutes

Print Name: _____

Print Name: _____
By: _____
Name: _____
Title: _____
Date: _____, 2026

SCHEDULE OF EXHIBITS

- A - Legal Description of Club Land
- B - Form of Special Warranty Deed
- C - Form of Seller's Affidavit
- D - Form of Bill of Sale
- E - Form of Assignment and Assumption Agreement-Club Plan
- F - Form of Public Disclosure and No-Conviction Affidavit
- G - Inventory
- H - Form of Non-Foreign Certificate
- I - Form of Assignment and Assumption Agreement-Vendor Contracts
- J - Form of Assignment and Assumption of Lease
- K - Form of Assignment and Assumption of Management Agreement
- L - Intentionally Omitted
- M - Intentionally Omitted
- N - Affidavit of Compliance with Anti-Human Trafficking Laws

EXHIBIT A

Legal Description of Club Land

Tract II of Downtown Doral South Phase Two, as recorded at Plat Book 173, Page 73 of the Public Records of Miami-Dade County, Florida

Folio No. 35-3022-040-7140

EXHIBIT B

This Instrument Prepared by:

Jonathan S. Marcus, Esq.
Holland & Knight LLP
515 East Las Olas Blvd, Suite 1200
Fort Lauderdale, FL 33301

Grantee's Tax Identification No.:

Property Appraiser's Folio No.:

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "**Deed**") is made as of the ___ day of _____, 2026, from WHITE COURSE, LLC, a Florida limited liability company, having a mailing address of 5505 Blue Lagoon Drive, 5th Floor, Miami, Florida 33126, and CC-WCD TIC, LLC, a _____, having a mailing address of _____ (collectively, "**Grantor**"), to DOWNTOWN DORAL SOUTH COMMUNITY DEVELOPMENT DISTRICT, a unit of special purpose local government established pursuant to Chapter 190, Florida Statutes, the mailing address of which is _____ (the "**Grantee**").

WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, by these presents does grant, bargain and sell unto Grantee, and Grantee's successors and assigns forever, all the right, title, interest, claim and demand that Grantor has or may have in and to the following described real property (the "**Property**") located and situated in the County of Miami-Dade and State of Florida, to wit:

Subject To: Covenants, conditions, restrictions, reservations, limitations, easements and agreements of record; taxes and assessments for the year 2026 and subsequent years; and all applicable zoning ordinances and/or restrictions and prohibitions imposed by appropriate governmental authorities, if any.

TO HAVE AND TO HOLD the same in fee simple forever.

Grantor does hereby warrant, and will defend, the title to the Property hereby conveyed, subject as aforesaid, against the lawful claims of all persons claiming by, through or under Grantor, but none other.

[SIGNATURES AND ACKNOWLEDGEMENTS APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed and its seal to be affixed the day and year first above written.

WITNESSES:

WHITE COURSE LENNAR, LLC,
a Florida limited liability company

Print Name: _____
Address: _____

By: _____
Name: _____
Title: _____

Print Name: _____
Address: _____

WITNESSES:

CC-WCD TIC, LLC,
a Delaware limited liability company

Print Name: _____
Address: _____

By: _____
Name: _____
Title: _____

Print Name: _____
Address: _____

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by _____, as Vice President of WHITE COURSE LENNAR, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

[NOTARIAL SEAL]

Print Name: _____
Notary Public, State of Florida
Commission #: _____
My Commission Expires: _____

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by _____, as _____ of CC-WCD TIC, LLC, a Delaware limited liability company, who is personally known to me or who has produced _____ as identification.

[NOTARIAL SEAL]

Print Name: _____
Notary Public, State of Florida
Commission #: _____
My Commission Expires: _____

EXHIBIT C¹

SELLER'S AFFIDAVIT

BEFORE ME, the undersigned authority personally appeared _____, who upon being duly cautioned and sworn, deposes and states as follows:

Affiant is the Vice President of WHITE COURSE LENNAR, LLC, a Florida limited liability company, ("**Seller**"), and has been authorized by Seller to make this Affidavit on its behalf.

Seller is an owner in fee simple of those premises legally described as follows (the "**Property**"):

To the best of Seller's knowledge, Seller has possession of the Property, there is no other person in possession who has any right of ownership in the Property and there are no facts known to Seller which could give rise to a claim of ownership being adversely asserted to any of the Property.

To the best of Seller's knowledge, the Property is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description whatsoever, except for (i) real estate and personal property taxes for the year 2026 and subsequent years, which are not yet due and payable and (ii) easements, restrictions, or other title matters of record, or matters which may be disclosed by an accurate survey, or matters listed in the schedule of exceptions in the title insurance policy to insure the fee simple title to the Property to be received by Buyer in this transaction pursuant to the title commitment issued in this transaction.

To the best of Seller's knowledge, within the past ninety (90) days there have been no improvements, alterations or repairs to the Property for which the costs thereof remain unpaid, and within the past ninety (90) days there have been no claims for labor or material furnished for repairing or improving the Property that remain unpaid.

There are no construction, materialmen's, or laborers' liens against the Property.

There are no actions or proceedings now pending in any State or Federal Court to which Seller is a party, including, but not limited to proceedings in bankruptcy, receivership or insolvency, nor are there any judgments or liens of any nature which constitute or could constitute a charge or lien upon such Property.

There are no existing contracts for sale affecting the Property except for the contract between Seller and Buyer.

Seller has received no written warning, notices, notice of violation, administrative complaints, judicial complaints or other formal written notices from any governmental agency alleging that conditions on the Property are in violation of environmental laws, regulations, ordinances or rules.

There are no matters pending against the Property that could give rise to a lien that could attach to the Property between the effective date of the Title Insurance Commitment, and the date that the Special Warranty Deed (the "**Deed**") is recorded in the Public Records of Miami-Dade County, Florida.

This affidavit is (i) made for the purpose of inducing DOWNTOWN DORAL SOUTH COMMUNITY DEVELOPMENT DISTRICT, a unit of special purpose local government established pursuant to Chapter 190, Florida Statutes, (the "**Buyer**") to purchase the Property, (ii) for the purpose of inducing CalAtlantic National Title Solutions, LLC, as agent for First American Title Insurance Company to issue a policy of

¹ NTD: The language re-inserted herein is acceptable to the Title Company.

title insurance in connection with this transaction and to disburse funds in reliance on the title commitment, and (iii) made under penalties of perjury.

FURTHER AFFIANT SAYETH NAUGHT.

By: _____
as Vice President of White Course Lennar, LLC, a
Florida limited liability company

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by _____, as Vice President of WHITE COURSE LENNAR, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

[NOTARIAL SEAL]

Print Name: _____
Notary Public, State of Florida
Commission #: _____
My Commission Expires: _____

SELLER'S AFFIDAVIT²

BEFORE ME, the undersigned authority personally appeared _____, who upon being duly cautioned and sworn, deposes and states as follows:

Affiant is the _____ of CC-WCD TIC, LLC, a Delaware limited liability company ("**Seller**"), and has been authorized by Seller to make this Affidavit on its behalf.

Seller is an owner in fee simple of those premises legally described as follows (the "**Property**"):

To the best of Seller's knowledge, Seller has possession of the Property, there is no other person in possession who has any right of ownership in the Property and there are no facts known to Seller which could give rise to a claim of ownership being adversely asserted to any of the Property.

To the best of Seller's knowledge, the Property is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description whatsoever, except for (i) real estate and personal property taxes for the year 2026 and subsequent years, which are not yet due and payable and (ii) easements, restrictions, or other title matters of record, or matters which may be disclosed by an accurate survey, or matters listed in the schedule of exceptions in the title insurance policy to insure the fee simple title to the Property to be received by Buyer in this transaction pursuant to the title commitment issued in this transaction.

To the best of Seller's knowledge, within the past ninety (90) days there have been no improvements, alterations or repairs to the Property for which the costs thereof remain unpaid, and within the past ninety (90) days there have been no claims for labor or material furnished for repairing or improving the Property that remain unpaid.

There are no construction, materialmen's, or laborers' liens against the Property.

There are no actions or proceedings now pending in any State or Federal Court to which Seller is a party, including, but not limited to proceedings in bankruptcy, receivership or insolvency, nor are there any judgments or liens of any nature which constitute or could constitute a charge or lien upon such Property.

There are no existing contracts for sale affecting the Property except for the contract between Seller and Buyer.

Seller has received no written warning, notices, notice of violation, administrative complaints, judicial complaints or other formal written notices from any governmental agency alleging that conditions on the Property are in violation of environmental laws, regulations, ordinances or rules.

There are no matters pending against the Property that could give rise to a lien that could attach to the Property between the effective date of the Title Insurance Commitment, and the date that the Special Warranty Deed (the "**Deed**") is recorded in the Public Records of Miami-Dade County,

² NTD: The language re-inserted herein is acceptable to the Title Company.

Florida.

This affidavit is (i) made for the purpose of inducing DOWNTOWN DORAL SOUTH COMMUNITY DEVELOPMENT DISTRICT a unit of special purpose local government established pursuant to Chapter 190, Florida Statutes, (the "**Buyer**") to purchase the Property, (ii) for the purpose of inducing CalAtlantic National Title Solutions, LLC, as agent for First American Title Insurance Company to issue a policy of title insurance in connection with this transaction and to disburse funds in reliance on the title commitment and (iii) made under penalties of perjury.

FURTHER AFFIANT SAYETH NAUGHT.

By: _____
as _____ of CC-WCD TIC, LLC, a
Delaware limited liability company

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by _____, as of CC-WCD TIC, LLC, a Delaware limited liability company, who is personally known to me or who has produced _____ as identification.

[NOTARIAL SEAL]

Print Name: _____
Notary Public, State of Florida
Commission #: _____
My Commission Expires: _____

EXHIBIT D

BILL OF SALE

WHITE COURSE LENNAR, LLC, a Florida limited liability company and CC-WCD TIC, LLC, a Delaware limited liability company (collectively “**Seller**”), for the sum of TEN AND NO/100 (\$10.00) DOLLARS, lawful money of the United States, paid by DOWNTOWN DORAL SOUTH COMMUNITY DEVELOPMENT DISTRICT, a unit of special purpose local government established pursuant to Chapter 190, Florida Statutes (the “**Buyer**”), and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the such Buyer, without recourse or warranty, all of the personal property, now existing, owned by Seller as set forth in attached **Exhibit A** and located on the property described on **Exhibit B**.

To HAVE AND TO HOLD the same unto the Buyer forever. Wherever used herein the term “**Seller**” and “**Buyer**” include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and any successors and assigns of the parties hereto.

AND Seller covenants that Seller is the lawful owner of the goods and chattels; that they are free from all liens and/or encumbrances; and Seller will warrant and defend the title of such goods and chattels against the lawful claims and demands of all persons claiming by, through, or under Seller, but none other. The conveyances hereunder are on an “as-is” basis.

IN WITNESS WHEREOF, Seller has hereunto set its hand and seal effective as of the _____ day of _____, 2026.

WITNESSES:

WHITE COURSE LENNAR, LLC,
a Florida limited liability company

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

WITNESSES:

CC-WCD TIC, LLC,
a Delaware limited liability company

Print Name: _____

By: _____
Name: _____
Title: _____
Date: _____, 2026

Print Name: _____

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by _____, as Vice President of WHITE COURSE LENNAR, Florida limited liability company, who is personally known to me or who has produced _____ as identification.

[NOTARIAL SEAL]

Print Name: _____
Notary Public, State of Florida
Commission #: _____
My Commission Expires: _____

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by _____, as _____ of CC-WCD TIC, LLC, a Delaware limited liability company, who is personally known to me or who has produced _____ as identification.

[NOTARIAL SEAL]

Print Name: _____
Notary Public, State of Florida
Commission #: _____
My Commission Expires: _____

EXHIBIT E

This Instrument Prepared by:

ASSIGNMENT AND ASSUMPTION AGREEMENT – CLUB PLAN

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”) is executed by and between **WHITE COURSE LENNAR LLC**, a Florida limited liability company and **CC-WCD TIC, LLC**, a Delaware limited liability company (collectively, “**Seller**”) and **DOWNTOWN DORAL SOUTH COMMUNITY DEVELOPMENT DISTRICT**, a unit of special purpose local government established pursuant to Chapter 190, Florida Statutes (“**Buyer**”).

RECITALS:

A. Pursuant to the Agreement for Sale and Purchase (The Residences at Downtown Doral Club), executed by Seller and Buyer as of the ____ day of _____, 2026 (“**Purchase Agreement**”), Seller shall assign and Buyer shall assume the Club Plan (as defined in the Purchase Agreement).

B. Seller is the owner of the following described real property located in Miami-Dade County, Florida (“**Property**”):

NOW THEREFORE, in consideration of the mutual covenants and agreements of each party to the other contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby mutually covenant and agree as follows:

1. **Recitals.** The above Recitals are true and correct and are incorporated into and form a part of this Agreement.
2. **Assignment.** Seller hereby assigns to Buyer all of its rights in and under the Club Plan to Buyer, on an “As-Is”, “Where-Is” basis. Seller shall have no further rights with respect to the Club Plan, except as may be otherwise provided in the Purchase Agreement or other documents executed at the Closing of the transaction in accordance with the Purchase Agreement. By way of example, and not limitation, from and after this date, Buyer shall be Club Owner under the Club Plan and Seller shall have no rights under the Club Plan, except as may be otherwise provided in

the Purchase Agreement or other documents executed at the Closing of the transaction in accordance with the Purchase Agreement. Notwithstanding anything set forth in this Agreement to the contrary, Buyer acknowledges and agrees that the Accounts Receivable (as defined in the Purchase Agreement) are being retained by Seller and are not included in the rights being assigned to Buyer pursuant to the terms hereof.

3. Assumption. To the extent allowed by law, Buyer hereby assumes all of the obligations and rights of Seller as Club Owner under the Club Plan, subject to the terms hereof.

4. This Agreement shall be recorded in the Public Records of Miami Dade County, Florida.

IN WITNESS WHEREOF, this Agreement is signed and sealed as of the _____ day of _____, 2026.

WITNESSES:

WHITE COURSE LENNAR, LLC,
a Florida limited liability company

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

WITNESSES:

CC-WCD TIC, LLC,
a Delaware limited liability company

Print Name: _____

By: _____
Name: _____
Title: _____
Date: _____, 2026

Print Name: _____

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by _____, as Vice President of WHITE COURSE LENNAR, Florida limited liability company, who is personally known to me or who has produced _____ as identification.

[NOTARIAL SEAL]

Print Name: _____
Notary Public, State of Florida
Commission #: _____
My Commission Expires: _____

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by _____, as _____ of CC-WCD TIC, LLC, a Delaware limited liability company, who is personally known to me or who has produced _____ as identification.

[NOTARIAL SEAL]

Print Name: _____
Notary Public, State of Florida
Commission #: _____
My Commission Expires: _____

WITNESSES:

**DOWNTOWN DORAL COMMUNITY
DEVELOPMENT DISTRICT**, a unit of special
purpose local government established pursuant to
Chapter 190, Florida Statutes.

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

Date: _____

[SEAL]

STATE OF FLORIDA)
) SS.:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of X physical presence or _____ online notarization, this _____ day of _____, 2024, by _____ as _____ of Two Lakes Community Development District, a unit of special purpose local government established pursuant to Chapter 190, Florida Statutes, on behalf of the District, who is personally known to me or who produced _____ as identification.

My commission expires:

NOTARY PUBLIC

EXHIBIT F

PUBLIC DISCLOSURE AND NO-CONVICTION AFFIDAVIT

STATE OF FLORIDA)
)ss
COUNTY OF _____)

BEFORE ME, the undersigned authority in said County and State, personally appeared _____, who, being first duly sworn, deposes and says as follows:

(1) I am:

- ☐ (a) President (or Vice President) of _____ Corporation ("Entity") authorized to do business under the laws of Florida; or
- ☐ (b) Partner (or Limited Partner) of the firm of _____, composed of _____ and _____, doing business under the name of _____ ("Entity").
- ☐ (c) Trustee of _____ Trust ("Entity"); or
- ☐ (d) Other- _____, as Manager of _____, a Florida limited liability company, the managing member of _____, a _____ limited liability company ("Entity").

(2) The Entity is the fee simple owner of the real property described as follows: See Exhibit "A" Attached hereto ("Real Property").

(3) By this reference made a part hereof, I hereby certify that the names and addresses listed herein are the names and addresses of every person having a beneficial interest in said Real Property, and do hereby file this Affidavit for the purpose of complying with the provisions of Section 286.23, Florida Statutes Public Disclosure Act.

See Exhibit "B" attached hereto and made a part hereof

(4) In accord with the requirements of Section 287.133(3)(a), Florida Statutes, none of the persons listed above as having a beneficial interest in said Real Property has been placed on the convicted vendor list following a conviction for a public entity crime as of the date set forth in the jurat below.

WHITE COURSE LENNAR, LLC,
a Florida limited liability company

By: _____
Print Name: _____

STATE OF _____ }

COUNTY OF _____ }

SWORN TO AND SUBSCRIBED before me by means of X physical presence or
_____ online notarization, this _____ day of _____, 2026, by
_____.

My Commission Expires:

Signature of Notary Public

Print, Type or Stamp Name of Notary Public

Personally known to me, or
Produced Identification: _____
Type of I.D.

Exhibit “A”
Legal Description

Exhibit "B"

List of Names and Addresses of Persons Having a Beneficial Interest in the Property

List of Members

Name: _____
Address: _____

PUBLIC DISCLOSURE AND NO-CONVICTION AFFIDAVIT

STATE OF FLORIDA)
)ss
COUNTY OF _____)

BEFORE ME, the undersigned authority in said County and State, personally appeared _____, who, being first duly sworn, deposes and says as follows:

(1) I am:

- ☐ (a) President (or Vice President) of _____ Corporation ("Entity") authorized to do business under the laws of Florida; or
- ☐ (b) Partner (or Limited Partner) of the firm of _____, composed of _____ and _____, doing business under the name of _____ ("Entity").
- ☐ (c) Trustee of _____ Trust ("Entity"); or
- ☐ (d) Other- _____, as Manager of _____, a Florida limited liability company, the managing member of _____, a _____ limited liability company ("Entity").

(2) The Entity is the fee simple owner of the real property described as follows: See Exhibit "A" Attached hereto ("Real Property").

(3) By this reference made a part hereof, I hereby certify that the names and addresses listed herein are the names and addresses of every person having a beneficial interest in said Real Property, and do hereby file this Affidavit for the purpose of complying with the provisions of Section 286.23, Florida Statutes Public Disclosure Act.

See Exhibit "B" attached hereto and made a part hereof

(4) In accord with the requirements of Section 287.133(3)(a), Florida Statutes, none of the persons listed above as having a beneficial interest in said Real Property has been placed on the convicted vendor list following a conviction for a public entity crime as of the date set forth in the jurat below.

CC-WCD TIC, LLC,
a Delaware limited liability company

By: _____
Print Name: _____

STATE OF _____ }

COUNTY OF _____ }

SWORN TO AND SUBSCRIBED before me by means of X physical presence or _____
online notarization, this _____ day of _____, 2026, by _____.

My Commission Expires:

Signature of Notary Public

Print, Type or Stamp Name of Notary Public

Personally known to me, or

Produced Identification: _____
Type of I.D.

Exhibit “A”

Legal Description

Exhibit “B”

List of Names and Addresses of Persons Having a Beneficial Interest in the Property

List of Members

Name: _____
Address: _____

EXHIBIT G³

Inventory of The Residences at Downtown Doral Club

Commented [LS9]: Last year, the parties were in the process of revising the inventory. The parties can review and update the Inventory between themselves accordingly and provide us with the updated Exhibit G, once available.

Room/Area	Description	Quantity		
Lobby	High chairs	6		
Lobby	Gray Arm chairs	4		
Lobby	Ottomans(Blue)	4		
Lobby	Smart TV 85 "	0		
Lobby	Glass side tables	2		
Lobby	Planters	12		
Lobby	Lamps	2		
Lobby	Vases/ décor	3		
Lobby	Paintings	6		
Lobby	Rug	3		
Lobby	Decorative Pillows	6		
Reception	Computer Monitor	3		
Reception	Garbage Can	1		
Reception	Mouse	1		
Reception	Keyboard	1		
Reception	Telephone	1		
Reception	Printer	1		
Reception	Laminator	1		
Reception	PC	0		
Reception	Filing Cabinets	5		
Reception	Office chairs	3		

³ Subject to Seller and Buyer review and confirmation.

Room/Area	Description	Quantity		
PM Office	Phones	3		
PM Office	Copy Machine	1		
PM Office	Chairs	6		
PM Office	Computer Monitor	4		
PM Office	Keyboard and mouse	4		
PM Office	picture frame			
PM Office	Bulletin Board	0		
PM Office	Large L-Shaped desk w/ drawers	2		
PM Office	Small desk w/ Drawers	1		
PM Office	Trash	4		
PM Office	small storage	2		
PM Office	Office Chair	4		
PM Office	curtain	4		
PM Office	Trim light	14		

TERRACE	Description	Quantity		
Terrace	outlet	1		
Terrace	loungue arm Chairs	5		
Terrace	3-Seat Outdoor Wicker Patio Sofa	3		
Terrace	2-Seat Outdoor Wicker Patio Sofa	1		
Terrace	Rectangle table	1		
Terrace	Square Tables	2		
Terrace	Square Dining Height Outdoor Table	1		
Terrace	Chairs Dinnig table	5		
Terrace	Exit sign	0		
Terrace	light trim	9		
Terrace	Speakers	0		
Terrace	Emergency lights	0		
Terrace	Ceiling fan with Light	0		
Terrace	cameras	2		
Terrace	garbash can	2		
Terrace	Rectangle table	1		

Room/Area	Description	Quantity		
Kitchen	Trash Can	1		
Kitchen	Paintings	0		
Kitchen	Fridge	1		
Kitchen	Large Flower Décor	0		
Kitchen	Dishwasher	1		
Kitchen	Small fridge	1		
Kitchen	Coffee Machine	1		
Kitchen	Microwave	1		
Lounge	Decor & vases	18		
Lounge	Bar stools	0		
Lounge	Glass Tables	4		
Lounge	Chairs	15		
Lounge	Coffee table	1		
Lounge	Rug	1		
Lounge	Paintings	2		
Lounge	Couch	1		
Lounge	Wall Mirrors	1		
Lounge	Speaker	2		
Lounge	Lights trim	16		
Lounge	AC Vent	2		
Lounge	Ac control	1		
Lounge	Cealing sensor	1		
Lounge	exit sign	2		
Lounge	Emergency light	1		
Lounge	Plug	8		
Lounge	Motion sensor lights switch	2		
Lounge				
Lounge	Curtain	3		
Lounge	Decorative light Chandelier	1		
Business Center	Decor & vases	9		
	Decor & vases	1		
	Chairs	14		
	Paintings	1		

	Speaker	2		
	Lights trim	7		
	AC Vent			
	Ac control	1		
	Cealing sensor	1		
	exit sign	1		
	Motion sensor lights switch	1		
	Curtain	6		
Party Room/ Billard Room				
	Decor & vases	6		
	Bar stools	5		
	Glass Tables	1		
	Chairs	11		
	Coffee table	0		
	Rug	1		
	Paintings	4		
	Couch	0		
	Wall Mirrors	0		
	Speaker	6		
	Lights trim	30		
	AC Vent	2		
	Ac control	1		
	Cealing sensor	0		
	exit sign	2		
	Plug	18		
	Motion sensor lights switch	0		
	Curtain	9		
	Decorative light Chandelier	9		

Room/Area	Description	Quantity		
Hallway	Large Square Paintings	1		
Hallway	Metal Wall Décor	0		
Hallway	Large Rectangle Painting	1		
Hallway	Small Painting	2		
Hallway	Medium Rectangular door mat	1		
Hallway	Rug	1		
Hallway	Fire Extinguisher	1		
Hallway	Rug Exit	1		
Hallway	Split AC Machine	1		
Hallway	water heater	1		

Playroom	Description	Quantity	Description	Quantity	Description	Quantity
Playroom	TV and control	2				
Playroom	windows	11				
Playroom	Glass Door	5				
Playroom	Curtain	7				
Playroom	Children's Table	4				
Playroom	Sign Playroom rules	1				
Playroom	kids chairs	6				
Playroom	Toy organizer	1				
Playroom	Foam Toys	0				
Playroom	foam Puzzle floor mat	0				
Playroom	Lights Trim	18				
Playroom	Network ports	0				
Playroom	Outlet	6				
Playroom	Exit sign	1				
Playroom	AC Exit	1				
Playroom	Return Vent	1				

Room/Area	Description	Quantity	Description	Quantity	Description	Quantity
Gym	Treadmill	6				
Gym	AB Crunch Machine	1				
Gym	Bicycle	16				
Gym	Elliptical	6				
Gym	Lifting Bench	3				
Gym	Lat Pull Down Machine	1				
Gym	Weights	120				
Gym	Chest Press Machine	1				
Gym	TV	11				
Gym	Trash Can	6				
Gym	Wipes dispenser	4				
Gym	Fitness Center Rules	3				
Gym	Motion sensor lights switch	3				
Gym	Mirrors	2				
Gym	Fire extintors	1				
Gym	Ligths trim	13				
Gym	storage	1				
Gym	doors	5				
Gym	Emergency lights	2				
Gym	video cam	13				
Gym	Dumbbell rack	3				
Gym	Exit sign	11				
Gym	Benches	3				
Gym	Smith machine	2				
Gym	Leg press machine- Curl	1				
Gym	labels- Sign	3				
Gym	Pulley machine	3				
gym	plug	34				
Gym	Mirrors	2				
Gym	Fire extintors	1				
Gym	Ligths trim	13				

Inside Mens- Hallways	Painting	2	
Inside Mens- Hallways	Baby Changing Station	1	
Inside Mens- Hallways	lights trim	4	
Inside Mens- Hallways	emergency ligh	1	
Inside Mens- Hallways	Motion sensor double lights switch	1	
Inside Womens- Hallway	Soap Dispenser	2	
Inside Womens- Hallway	Mirror	2	
Inside Womens- Hallway	Large Bathroom Stall	1	
Inside Womens- Hallway	Trash	2	
Inside Womens- Hallway	Small Garbage can	2	
Inside Womens- Hallway	Baby Changing Station	1	
Inside Womens- Hallway	Plug	2	
Inside Womens- Hallway	lights trim	4	
Inside Womens- Hallway	Motion sensor double lights switch	1	
Inside Womens- Hallway	Paint	2	
Gym Mens	Urinals	0	
Gym Mens	Small garbage can	1	
Gym Mens	Large Bathroom Stall	1	
Gym Mens	bath Curtain	0	
Gym Mens	Shower	2	
Gym Mens	Lockers	18	
Gym Mens	Baby Changing Station	1	
Gym Mens	lights trim	12	
Gym Mens	Emergency lighs	2	
Gym Mens	Ac Vent	2	
Gym Mens	WC extractor fan	2	
Gym Mens	Soap Dispenser	2	
Gym Mens	Plugs	4	
Gym Mens	Mirror	3	
Gym Mens	Motion sensor double lights switch	1	
Gym Mens	Toilet Cleaner	0	

Room/Area	Description	Quantity		
Outside Mens	Trash Can	2		
Outside Mens	Urinals	2		
Outside Mens	lights trim	7		
Outside Mens	Soap Dispenser	3		
Outside Mens	Toilet Cleaner	0		
Outside Mens	Large Bathroom Stall	1		
Outside Mens	Mirror	2		
Outside Mens	Toilet paper dispenser	5		
Outside Mens	Motion sensor double lights switch	1		
Outside Mens	WC extractor fan	2		
Outside Mens	FOB Reader	0		
Outside Mens	Baby Changing Station	1		
Outside Womens	Trash Can	2		
Outside Womens	WC extractor fan	1		
Outside Womens	Baby Changing Station	1		
Outside Womens	Mirror	1		
Outside Womens	lights trim	7		
Outside Womens	emergency light	1		
Outside Womens	Motion sensor double lights switch	1		
Outside Womens	Toilet paper dispenser	5		
Outside Womens	Soap Dispenser	2		
Outside Womens	Large Bathroom Stall	1		
Outside Womens	WC extractor fan	1		
Inside Mens- Hallways	Urinals	2		
Inside Mens- Hallways	Trash	2		
Inside Mens- Hallways	Large Bathroom Stall	1		
Inside Mens- Hallways	Soap Dispenser	2		
Inside Mens- Hallways	Mirror	2		
Inside Mens- Hallways	Plug	0		
Inside Mens- Hallways	Small garbage can	0		

Gym- Mens	Rule sign lockers	1		
Gym- Mens	Toilet Paper Dispenser	3		
Gym- Mens	Paints	1		
Gym- Womens	Small garbage can	1		
Gym- Womens	Large Bathroom Stall	1		
Gym- Womens	bath Curtain	2		
Gym- Womens	Shower	2		
Gym- Womens	Lockers	18		
Gym- Womens	Baby Changing Station	1		
Gym- Womens	lights trim	11		
Gym- Womens	Emergency lighths	3		
Gym- Womens	Ac Vent	2		
Gym- Womens	WC extractor fan	3		
Gym- Womens	Soap Dispenser	2		
Gym- Womens	Plugs	4		
Gym- Womens	Mirror	4		
Gym- Womens	labels- sign	2		
Gym- Womens	Motion sensor double lights switch	2		
Gym- Womens	Toilet Cleaner	0		
Gym- Womens	Rule sign lockers	1		
Gym- Womens	Toilet Paper Dispenser	3		
Gym- Womens	Paints	0		

EXHIBIT H

NON-FOREIGN CERTIFICATE

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by _____, (“**Transferor**”), the undersigned hereby certifies the following on behalf of Transferor:

Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

1. Transferor’s Tax Identification Number is _____ ;
2. Transferor is not a disregarded entity as defined in §1.1445-2(b)(2)(iii) [NOTE- this provision will need to be revised if Transferor is a disregarded entity];
3. Transferor has an address at: _____

4. Transferor understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

WHITE COURSE LENNAR, LLC,
a Florida limited liability company

By: _____
_____ ,

Source CFR, Section 1.1445-2T(b)(2)(iii)(B)

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was sworn to and subscribed before me by means of X physical presence or _____ online notarization, this _____ day of _____, 2026, by _____, as _____ of _____, who is personally known to me or who produced as identification.

My commission expires:

NOTARY PUBLIC

NON-FOREIGN CERTIFICATE

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by _____, ("**Transferor**"), the undersigned hereby certifies the following on behalf of Transferor:

Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

4. Transferor's Tax Identification Number is _____ ;

5. Transferor is not a disregarded entity as defined in §1.1445-2(b)(2)(iii) [NOTE- this provision will need to be revised if Transferor is a disregarded entity];

6. Transferor has an address at: _____

4. Transferor understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

CC-WCD TIC, LLC,
a Delaware limited liability company

By: _____
_____,

Source CFR, Section 1.1445-2T(b)(2)(iii)(B)

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was sworn to and subscribed before me by means of X physical presence or _____ online notarization, this _____ day of _____, 2026, by _____, as _____ of _____, who is personally known to me or who produced as identification.

My commission expires:

NOTARY PUBLIC

EXHIBIT I

ASSIGNMENT AND ASSUMPTION AGREEMENT – VENDOR CONTRACTS

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT – VENDOR CONTRACTS (this “**Agreement**”) is executed by and between WHITE COURSE LENNAR, LLC, a Florida limited liability company and CC-WCD TIC, LLC, a Delaware limited liability company (collectively, “**Seller**”), and DOWNTOWN DORAL SOUTH COMMUNITY DEVELOPMENT DISTRICT, a unit of special purpose local government established pursuant to Chapter 190, Florida Statutes (the “**Buyer**”).

RECITALS:

In connection with the closing of the transaction pursuant to that certain Agreement for Sale and Purchase (The Residences at Downtown Doral Club), executed by Seller and Buyer as of the ____ day of _____, 2026 (“**Purchase Agreement**”), Seller shall assign and Buyer shall assume those certain vendor contracts (the “**Vendor Contracts**”) described on **Exhibit “A”** attached hereto and made a part hereof related to the Property (as defined in the Purchase Agreement).

NOW THEREFORE, in consideration of the mutual covenants and agreements of each party to the other contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby mutually covenant and agree as follows:

1. **Recitals.** The above Recitals are true and correct and are incorporated into and form a part of this Agreement.

2. **Assignment.** Seller hereby assigns to Buyer on an “as-is, where-is” basis all of Seller's right, title and interest in and to the Vendor Contracts, and all warranties and guaranties that Seller has received from any and all contractors, manufacturers or vendors related to the Property, to the extent assignable and without representation, warranty or recourse. Buyer authorizes Seller to deliver a copy of this Agreement to any party to a Vendor Contract.

3. **Assumption.** **To the extent allowed by law**, Buyer hereby assumes all of Seller's obligations under and with respect to the Vendor Contracts **on or after Closing**. To the extent allowed by law (and without waiving any of the provisions of Section 768.28 Florida Statutes), Buyer agrees to defend, indemnify and hold Seller harmless from and against all loss, damage, cost and expense (including, without limitation, attorneys' fees and costs incurred prior to, during and subsequent to all trial and appellate proceedings) related to said obligations accruing from and after the Closing. Seller agrees to defend, indemnify and hold Buyer harmless from and against all loss, damage, cost and expense (including, without limitation, attorneys' fees and costs incurred prior to, during and subsequent to all trial and appellate proceedings) related to said obligations accruing before the Closing.

IN WITNESS WHEREOF, this Agreement is signed and sealed as of the ____ day of _____, 2026.

WITNESSES:

WHITE COURSE LENNAR, LLC,
a Florida limited liability company

Print Name: _____

By: _____

Name: _____

Print Name: _____

Title: _____

WITNESSES:

CC-WCD TIC, LLC,
a Delaware limited liability company

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

Date: _____, 2026

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by _____, as Vice President of WHITE COURSE LENNAR, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

[NOTARIAL SEAL]

Print Name: _____
Notary Public, State of Florida
Commission #: _____
My Commission Expires: _____

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by _____, as _____ of CC-WCD TIC, LLC, a Delaware limited liability company, who is personally known to me or who has produced _____ as identification.

[NOTARIAL SEAL]

Print Name: _____
Notary Public, State of Florida
Commission #: _____
My Commission Expires: _____

WITNESSES:

**DOWNTOWN DORAL SOUTH COMMUNITY
DEVELOPMENT DISTRICT**, a unit of special
purpose local government established pursuant to
Chapter 190, Florida Statutes

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

Date: _____

[CORPORATE SEAL]

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐
online notarization, this ____ day of _____, 2026, by _____, as _____
of DOWNTOWN DORAL SOUTH COMMUNITY DEVELOPMENT DISTRICT, a unit of special
purpose local government established pursuant to Chapter 190, Florida Statutes, who is personally known
to me or who has produced _____ as identification.

[NOTARIAL SEAL]

Print Name: _____

Notary Public, State of Florida

Commission #: _____

My Commission Expires: _____

Exhibit “A”
List of Vendor Contracts⁴

Health is Wealth Vending
All American Security Services
The Fitness Solutions
Cousins USA Pest Control
Miami Management
TFC Partners d/b/a NFC Amenity Management
Mowrey Elevator Company of Florida
Bensom Corp d/b/a Doctor Aromas
CA Mechanical
Waste Connections of Florida
Stars & Stripes Landscaping
Oasis Pool Services of South Florida
Asinet Security & Communications

Commented [LS10]: Are there any updates to this Vendor Contract List? When will Vendor Contracts, as amended, be available for Buyer review?

⁴ Subject to Seller and Buyer review and confirmation.

EXHIBIT J

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this “**Agreement**”) is executed by and between **WHITE COURSE LENNAR LLC**, a Florida limited liability company and **CC-WCD TIC, LLC**, a Delaware limited liability company (collectively “**Seller**”), and **DOWNTOWN DORAL SOUTH COMMUNITY DEVELOPMENT DISTRICT**, a unit of special purpose local government established pursuant to Chapter 190, Florida Statutes (“**Buyer**”).

RECITAL:

In connection with the closing of the transaction pursuant to that certain Agreement for Sale and Purchase (The Residences at Downtown Doral Club) executed by Seller and Buyer as of the ____ day of _____, 2026 (“**Purchase Agreement**”), Seller agreed to assign and Buyer agreed to assume that certain Lease between Seller and _____ dated _____, 2026 (the “**Lease**”).

NOW THEREFORE, in consideration of the mutual covenants and agreements of each party to the other contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby mutually covenant and agree as follows:

1. **Recital.** The above Recital is true and correct and is incorporated into and made a part of this Agreement.
2. **Assignment.** Seller hereby assigns to Buyer on an “as-is, where-is” basis all of Seller's right, title and interest in and to the Lease without representation, warranty or recourse.
3. **Assumption.** Buyer hereby assumes all of Seller’s obligations under and with respect to the Lease **on or after Closing**. To the extent allowed by law (and without waiving any of the provisions of Section 768.28 Florida Statutes), Buyer agrees to defend, indemnify and hold Seller harmless from and against all loss, damage, cost and expense (including, without limitation, attorneys' fees and costs incurred prior to, during and subsequent to all trial and appellate proceedings) related to said obligations accruing from and after the Closing. Seller agrees to defend, indemnify and hold Buyer harmless from and against all loss, damage, cost and expense (including, without limitation, attorneys' fees and costs incurred prior to, during and subsequent to all trial and appellate proceedings) related to said obligations accruing before the Closing.
4. **The Parties agree that this Agreement shall not be recorded.**

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, this Agreement is signed and sealed effective as of the _____ day of _____, 2026.

WITNESSES:

WHITE COURSE LENNAR, LLC,
a Florida limited liability company

Print Name: _____

By: _____

Name: _____

Print Name: _____

Title: _____

WITNESSES:

CC-WCD TIC, LLC,
a Delaware limited liability company

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

Date: _____, 2026

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by _____, as Vice President of WHITE COURSE LENNAR, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

[NOTARIAL SEAL]

Print Name: _____

Notary Public, State of Florida

Commission #: _____

My Commission Expires: _____

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by _____, as _____ of CC-WCD TIC, LLC, a Delaware limited liability company, who is personally known to me or who has produced _____ as identification.

[NOTARIAL SEAL]

Print Name: _____

Notary Public, State of Florida

Commission #: _____

My Commission Expires: _____

WITNESSES:

**DOWNTOWN DORAL SOUTH COMMUNITY
DEVELOPMENT DISTRICT**, a unit of special
purpose local government established pursuant to
Chapter 190, Florida Statutes

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

Date: _____

[CORPORATE SEAL]

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐
online notarization, this ____ day of _____, 2026, by _____, as _____
of DOWNTOWN DORAL SOUTH COMMUNITY DEVELOPMENT DISTRICT, a unit of special
purpose local government established pursuant to Chapter 190, Florida Statutes, who is personally known
to me or who has produced _____ as identification.

[NOTARIAL SEAL]

Print Name: _____

Notary Public, State of Florida

Commission #: _____

My Commission Expires: _____

EXHIBIT K

ASSIGNMENT AND ASSUMPTION OF MANAGEMENT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF MANAGEMENT AGREEMENT (this “**Agreement**”) is executed by and between WHITE COURSE LENNAR, LLC, a Florida limited liability company and CC-WCD TIC, LLC, a Delaware limited liability company (collectively, “**Seller**”), and DOWNTOWN DORAL SOUTH COMMUNITY DEVELOPMENT DISTRICT, a unit of special purpose local government established pursuant to Chapter 190, Florida Statutes (“**Buyer**”).

RECITAL:

In connection with the closing of the transaction pursuant to that certain Agreement for Sale and Purchase (The Residences at Downtown Doral Club) executed by Seller and Buyer as of the ____ day of _____, 2026 (“**Purchase Agreement**”), Seller agreed to assign and Buyer agreed to assume that certain Management Agreement between Seller and _____, dated _____, as amended from time to time (the “**Management Agreement**”).

NOW THEREFORE, in consideration of the mutual covenants and agreements of each party to the other contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby mutually covenant and agree as follows:

1. **Recital.** The above Recital is true and correct and is incorporated into and made a part of this Agreement.
2. **Assignment.** Seller hereby assigns to Buyer on an “as-is, where-is” basis all of Seller's right, title and interest in and to the Management Agreement without representation, warranty or recourse.
3. **Assumption.** Buyer hereby assumes all of Seller's obligations under and with respect to the Management Agreement on or after Closing. To the extent allowed by law (and without waiving any of the provisions of Section 768.28 Florida Statutes), Buyer agrees to defend, indemnify and hold Seller harmless from and against all loss, damage, cost and expense (including, without limitation, attorneys' fees and costs incurred prior to, during and subsequent to all trial and appellate proceedings) related to said obligations accruing from and after the Closing. Seller agrees to defend, indemnify and hold Buyer harmless from and against all loss, damage, cost and expense (including, without limitation, attorneys' fees and costs incurred prior to, during and subsequent to all trial and appellate proceedings) related to said obligations accruing before the Closing.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON NEXT PAGE]

WITNESSES:

**DOWNTOWN DORAL SOUTH COMMUNITY
DEVELOPMENT DISTRICT**, a unit of special
purpose local government established pursuant to
Chapter 190, Florida Statutes

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

Date: _____

[CORPORATE SEAL]

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐
online notarization, this ____ day of _____, 2026, by _____, as _____
of DOWNTOWN DORAL SOUTH COMMUNITY DEVELOPMENT DISTRICT, a unit of special
purpose local government established pursuant to Chapter 190, Florida Statutes, who is personally known
to me or who has produced _____ as identification.

[NOTARIAL SEAL]

Print Name: _____

Notary Public, State of Florida

Commission #: _____

My Commission Expires: _____

EXHIBIT L
INTENTIONALLY OMITTED

EXHIBIT M
INTENTIONALLY OMITTED

EXHIBIT N

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In compliance with Section 787.06 (143), Florida Statutes, this attestation must be completed **by an officer or representative of a nongovernmental entity** that is executing, renewing, or extending a contract with _____ COMMUNITY DEVELOPMENT DISTRICT (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. Neither the Nongovernmental Entity nor any of its subsidiaries or affiliates uses coercion for labor or services, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.

2. If, at any time in the future, the Nongovernmental Entity uses coercion for labor or services, it will immediately notify the Governmental Entity, and no contracts may be executed, renewed, or extended between the parties.

3. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

4. The Affiant is authorized to execute this Affidavit on behalf of the Nongovernmental Entity.

FURTHER AFFIANT SAYETH NAUGHT.

NONGOVERNMENTAL ENTITY: _____

NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____, 20__

STATE OF FLORIDA

COUNTY OF _____

SWORN TO (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__ by _____, in his/her capacity as _____ for _____ (name of Nongovernmental Entity).

NOTARY PUBLIC

Personally Known OR

Produced Identification

Type of Identification Produced

August 27, 2026

Board of Supervisors of the Downtown
Doral South Community Development District
c/o Ms. Juliana Duque
GMS-SF
Governmental Management Services – South Florida, LLC.
5385 N. Nob Hill Road
Sunrise, FL. 33351

Re: Downtown Doral South Community Development District Club Acquisition

Dear Board of Supervisors:

This letter sets forth Greenberg Traurig, P.A.'s proposal to serve as Special Club Counsel (as described below) in connection with the Downtown Doral South Community Development District (the "District") of its proposal to acquire the clubhouse and related facilities within the District boundaries (the "Club Facilities").

We propose to act as Special Club Counsel, and as such we would propose to assist District Counsel to perform the following specific services related to acquisition of the Club Facilities: review and analyze existing Club governance documents and related homeowner community association governance documents; assist in the preparation of an amended or revised or new Club membership plan appropriate for a government owned and publicly financed club facility; assist Bond counsel and the District Counsel with other necessary Club membership issues related to the acquisition and the Bond closing. I anticipate a time frame of two weeks to prepare the Club governance documents after receiving all of the existing Club/HOA documentation. For our services in this limited scope engagement, we would propose a legal fee of the lesser of actual attorney time incurred at our standards applicable rates discounted by 20% or \$25,000.

In the event that we are called upon to provide services as Special Club Counsel beyond what is described in the next preceding paragraph or to deliver any legal opinions regarding the Club governance documents or the Club membership plan post-acquisition in conjunction with the issuance of the Bonds as may be requested by the District, we would separately provide a fee proposal at the time of request, based upon the scope and requested terms of the services or the nature of the opinion that may be requested. In addition, in the event that the District would require legal assistance with post-acquisition Club-related matters, we would propose to provide such services as requested on an hourly basis at a discounted rate of 20% from our standard hourly rates.

We will also seek reimbursement of our reasonable documented expenses.

If our fee proposal is acceptable, please indicate by having an authorized Board member sign below on the extra copy of this letter enclosed herewith and return the same to me.

If any Board member should have any questions regarding this proposal or the role of Club counsel, please do not hesitate to call. I would be the principal shareholder responsible for all work regarding this engagement.

Very truly yours,

GREENBERG TRAURIG, P.A.

Phillip C. Gildan
Shareholder

Agreed and Accepted:

DOWNTOWN DORAL SOUTH COMMUNITY
DEVELOPMENT DISTRICT

By: _____

Name: _____

Title: _____

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