

**CITY OF CORAL GABLES**

**OFFICE OF THE CITY ATTORNEY**

**- RECOMMENDATION OF GOVERNMENT SETTLEMENT -**

**TO: CITY COMMISSION**

**DATE: July 15, 2014**

**FROM:**



**CRAIG E. LEEN  
CITY ATTORNEY**

**SUBJECT: RECOMMENDATION OF  
GOVERNMENT  
SETTLEMENT**

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Pursuant to Article 3, Division 18, Section 3-1803(C), of the Coral Gables Zoning Code, the City Attorney hereby recommends approval of the Government Settlement proposed to the City Commission, along with approval of the development requests, with appropriate conditions as identified by City staff in their regulatory review of this matter.

This matter has been reviewed on an expedited schedule to meet the time requirements of the Court-ordered 60-day stay of litigation proceedings, and in accordance with the time requirements in Article 3, Division 18. As provided in section 3-1803(C), attached to this memorandum are comments received from City staff relating to this matter following this expedited review. City staff has identified numerous regulatory issues and concerns relating to the project that are being analyzed by the City Manager, City Attorney, and appropriate City staff, and are being provided to the applicant's counsel along with this recommendation. The City will endeavor to resolve these regulatory issues with the applicant and applicant's counsel prior to the July 22nd Commission meeting. These matters will be more extensively addressed in the City Attorney's presentation of this recommendation during the quasi-judicial hearing before the City Commission.

At this time, the City Attorney would provide a brief synopsis of the matter before the Commission and why settlement is being recommended, even in light of the various issues and concerns that this project presents. In one sense, the Settlement seeks to resolve a declaratory judgment lawsuit between the City of Coral Gables and Astor (Astor Trolley, LLC and Merrick Manor, LLC) relating to whether the City will be required to move its trolley maintenance and storage operations from an older facility in Coral Gables to a new one in Coconut Grove, even though the City has asserted several objections to closing on the new facility. In a broader sense, however, the settlement seeks to resolve a complex dispute that has affected the City of Coral Gables, the City of Miami, residents of each City, the Federal Transit Administration, Miami-Dade County, the prospective residents of

Merrick Manor, and Astor.

This complex dispute is comprised of three separate proceedings, two of which directly involve Coral Gables as a party: [1] *City of Coral Gables, Florida v. Astor Trolley, LLC and Merrick Manor, LLC, f/k/a 4111 Le Jeune, LLC*, Case No. 13-29113-CA-40 (11<sup>th</sup> Judicial Circuit, Miami-Dade County, Florida), the declaratory judgment action related to whether the City is required to close on the Coconut Grove facility notwithstanding its objections to doing so, and [2] an administrative matter proceeding before the Federal Transit Administration under Title VI of the Civil Rights Act involving Miami-Dade County, the City of Miami, and the City of Coral Gables, at Complaint No. 2013-0131. A third case, brought by residents of the West Grove, remains pending between the residents, the City of Miami, and Astor, relating to the zoning approval and warrant issued for the Coconut Grove facility, in which Astor and the City of Miami prevailed based on lack of jurisdiction in Circuit Court (for failure to file a timely administrative appeal). The case is now pending on appeal in the Third District Court of Appeal. The City of Coral Gables is not a party to that particular proceeding, but its pendency is one of the objections raised by Coral Gables to closing on the Coconut Grove facility, in addition to other objections, including the zoning for the facility and compliance with FTA requirements.

The City Commission should consider settlement here because all of the potential outcomes of these cases are problematic or result in delay, and settlement is likely preferable. Most evidently, if the City loses its declaratory judgment suit with Astor, the City could potentially be required to use the Coconut Grove facility as its trolley facility over its own objections, along with the strenuous objections of the West Grove residents, with the likely potential of future litigation or administrative actions, including attempts to limit or prevent the City's use of the Coconut Grove facility. In addition, the City would be required to complete its equity analysis with the FTA, which is presently stayed pending these settlement efforts. Depending on the outcome of the study, the City may be required to conduct mitigation related to any disparate impacts found by this study.

Further, even if the City were to prevail in its lawsuit, the outcome poses numerous difficulties. In that circumstance, the City would not be required to close on the Coconut Grove facility and would remain in its present, older facility. The City would likely not receive any new trolley facility whatsoever, and Merrick Manor may never be built, which could cause significant issues for Astor and affect residents who contracted to purchase condominiums there. This outcome could potentially result in future litigation as well. In addition, the City may still have to proceed with its equity analysis before the FTA, and could still be required to conduct mitigation related thereto, at least until it is decided that the City would not have to occupy the Coconut Grove facility (which could take many months). Of course, the City would have numerous defenses to any future litigation, and would ask the FTA to continue its stay until it is determined whether the City is required to use the Coconut Grove facility, but these complications are present and must be considered.

Finally, if the West Grove residents prevail in their appeal, and are able to continue with their lawsuit, there is a possibility the Coconut Grove building could simply not be used as a trolley facility (depending on the outcome of the lawsuit; the West Grove residents and Coral Gables have raised similar zoning arguments in their respective cases). The City would need to wait until the outcome in that matter is finally decided before using the Coconut Grove trolley facility, whether or

not the City would be able to prevail on its other objections to closing on the Coconut Grove facility. This would likely cause a significant delay in having this matter finally resolved.

In light of these potential outcomes, the City Commission should consider this settlement, which would resolve this complex matter, and would result in (1) the Title VI and zoning issues raised by Coral Gables and the West Grove residents being resolved (as Coral Gables would not need to occupy the Coconut Grove facility), (2) Coral Gables receiving a new and much larger trolley facility in Coral Gables, (3) Merrick Manor being constructed, (4) the FTA matter being resolved, and (5) the declaratory judgment action being resolved. Further, the current location is the only location where the FTA has indicated a further equity analysis would not have to be conducted (because it remains in the present location), and where the City could simply proceed with its new trolley facility. In sum, this settlement has the potential of addressing the concerns of all of the interested parties and stakeholders, while resolving a complex zoning and civil rights matter, and allowing Coral Gables to proceed without further litigation. Further, the parties would seek a consent order from the Court as to the settlement, which would allow the Court to be involved in ensuring that the settlement is enforced and fully carried out.

Notwithstanding this recommendation in favor of the settlement, I do not want to understate the issues the settlement raises, which the City Commission will have to consider. As further discussed in the attached comments from staff, the proposed Merrick Manor mixed use development would require the City Commission to provide significant relief from Zoning Code limitations relating to height, FAR, setbacks, and parking. There are other important regulatory issues and concerns that have been raised relating to the building permit schedule, and the need to update studies related to traffic impact and sewer capacity, along with mitigation of any impacts related thereto.

Over the next week, the City will address these regulatory issues with the applicant and seek to resolve these issues and concerns in anticipation of the July 22nd hearing. At the hearing, the City Attorney will present this recommendation in further detail, and appropriate City staff will be present to present their comments and respond to questions. The City has also asked economist Hank Fishkind to attend the meeting to present and answer questions regarding the economic aspects of the proposed settlement.

c: City Commission  
City Manager  
City Clerk

## CITY OF CORAL GABLES

### - MEMORANDUM -

**TO:** Merrick Manor Project File

**DATE:** July 22, 2014

**FROM:** Ramon Trias,  
Director of Planning and Zoning

**SUBJECT:**  
Revised Plans – Trolley maintenance  
and Storage Facility Comments

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At the June 10, 2014 meeting, the Commission requested that staff review the proposed Merrick Manor project including the trolley maintenance and storage facility for compliance with the applicable requirements of the Zoning Code, and that the Board of Architects provide input on the design. The following issues have been identified at this point:

1. The proposed area of the building is 354,252 square feet or 5.39 FAR, which exceeds the maximum allowed area of 229,974 or 3.5 FAR. In terms of units, the proposed project includes 283 multi-family residential units. The approved project included 180 units.
2. The proposed height exceeds the maximum allowed height in two locations: along LeJeune Road the maximum height is 72 feet and the proposed height is 110.33 and along Laguna Street, where the maximum height is 100 feet and the proposed height is 130.33.
3. Ground floor commercial space is 14,896 square feet, which is less than the required minimum of 18,398 square feet.
4. There are 492 proposed parking spaces, and 631 parking spaces are required.
5. The pedestrian arcade along LeJeune has been removed along the Trolley facility. A five foot wide sidewalk is the proposed pedestrian space between the building's masonry wall and traffic.
6. The pedestrian paseo through the block has been removed.
7. The Board of Architects reviewed the proposed building informally on June 12, 2014 and members expressed concerns about the façade along LeJeune, the general massing of the building, and the modifications to ground floor pedestrian areas.
8. The trolley area must provide adequate mechanical ventilation for exhaust and make provisions for dispensing used oil.

Staff's primary concern is the compatibility of the trolley facility with adjacent uses, buildings and structures. The old industrial district of the City has transitioned in recent years to a mixed-used neighborhood. The proposed facility may negatively impact the surrounding residential and retail uses in terms of traffic circulation and operation through the existing alley, exhaust and noise. Staff met with the project architect and discussed the above issues. The architect intends to submit revised drawings.

cc: Jane Tompkins, Development Services Director



Leen, Craig

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**From:** Kephart, Glenn  
**Sent:** Tuesday, July 15, 2014 9:37 PM  
**To:** Leen, Craig  
**Cc:** Garrido, Lorena

Craig,

As requested here are PW comments on the "criteria in determining whether to allow a waiver of or a variance from the limitations on any provision of zoning code ..... in order to facilitate approval of a gov't settlement."

b. The proposed use of a property has a combined government and private use and facilitates important public policy objectives that are identified in the Comprehensive Plan, including but not limited to improvement of mobility alternatives to the automobile as described in the Mobility Element:

**PW response- The proposed private facility includes public space to be utilized as a public transit (Trolley) maintenance facility. This facility includes capacity for maintenance and storage of up to 17 trolleys which meets the City's current and anticipated future in providing a valuable public transit option for the community. It is imperative that the project is staged in such a manner that continual maintenance and storage of trolley vehicles are not disrupted.**

g. The proposed use is compatible with the nature, condition and development of adjacent uses, buildings and structures and will not adversely affect the adjacent uses, buildings or structures;

**PW response- In 2011, a Traffic Impact study was completed for this project and the proposed development was found to be acceptable. Subsequently, the project has changed to include the trolley maintenance facility and significant increase in densities. The applicant has not provided the City with an updated traffic engineering study reflecting these changes. An updated traffic engineering study is required and the applicant shall be required to mitigate all traffic impacts identified.**

**Additionally, the sewer capacity analysis completed for this project was based on the previous project densities. An updated report shall be required and the applicant shall be responsible for any system upgrades as may be required.**

h. The nature of the proposed development is not detrimental to the health, safety and general welfare of the community.

**PW response- In 2011, a Traffic Impact study was completed for this project and the proposed development was found to be acceptable. Subsequently, the project has changed to include the**

**trolley maintenance facility and significant increase in densities. The applicant has not provided the City with an updated traffic engineering study reflecting these changes. An updated traffic engineering study is required and the applicant shall be required to mitigate all traffic impacts identified.**

**Additionally, the sewer capacity analysis completed for this project was based on the previous project densities. An updated report shall be required and the applicant shall be responsible for any system upgrades as may be required.**

**Please let me know if you would like to discuss further.**

**Thanks,**

**Glenn**

Leen, Craig

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**From:** Miner, William  
**Sent:** Tuesday, July 15, 2014 5:49 PM  
**To:** Leen, Craig  
**Cc:** Tompkins, Jane; Wu, Charles; Trias, Ramon  
**Subject:** Findings Regarding Conditional Building Permits  
**Attachments:** Partial-Conditional Building Permits (San Antonio).pdf; Permit Action Report for Merrick Manor.pdf; Building Comments on Astor Agreements July 2014.docx

I have an update on two items which we discussed this morning:

**1. Can we issue a "Conditional Building Permit" for the original Merrick Manor design?**

Conditional Building Permits have been issued by other municipalities in order to "allow construction to proceed at the owners risk prior to obtaining full approval of submitted plans". The permit covers a portion of the overall project which is fully reviewed and approved. An example is a conditional permit for demolition or site grading or foundation work. It does not preclude the need for a separate review and permit of the overall project. The attached Information Bulletin from San Antonio TX provides a full description of Conditional Building Permits and the limitations on their use.

**2. Can a Conditional Building Permit be issued within 5 days for the original Merrick Manor design?**

The last round of review comments for the original Merrick Manor design came in around Sept 2013 (See attached for full text):

**Plan Approval** was received from (highlighted in green)

- Board of Architects
- Electrical
- Mechanical
- Public Works
- Fire

**Plan Rejection** was received from (highlighted in yellow)

- Building      Modifications to comply with ADA
- Concurrency      Payment of Impact Fees for City, DERM, Water/Sewer, Roads
- Plumbing      Plan Review by DERM
- Structural      Load Analysis and Shearwall Modeling
- Zoning      Equipment Enclosure and Landscape Fees

The Designer has not responded to the outstanding comments which I believe could be done within 30 days. This would include reviews by outside agencies which has not been done to date. Structural review comments will require the most effort to resolve. To issue a conditional building permit (aka The Building Permit), Astor would need to respond to prior comments within 30 days and then the City would issue the Building Permit within 30 days thereafter. This changes the turnaround time to match the submittal and approval process found in other parts of the document. Finally, the new "condition" that should be placed on the Building Permit is that construction shall not commence unless the Statement Agreement is dissolved as acknowledged by the City.

**3. General Concepts**

The attached matrix contains detailed Building Comments on the Settlement Agreement which are provided for reference.

Regards  
William G. Miner  
Building Director  
305-460-5240  
[wminer@coralgables.com](mailto:wminer@coralgables.com)

City of Coral Gables  
Development Services Department



Paragraph Number	Paragraph Heading	Provision	Staff Comment/Question
<b>SETTLEMENT AGREEMENT</b>			
4	Issuance of Building Permit	"Within five (5) days of the Effective Date, City's Building Department will issue a conditional building permit (the " <b><u>Building Permit</u></b> ") in accordance with the Original Permit Plans..."	<p>The original permit plans have not been approved. Once Astor makes the changes requested in 2013, several of the disciplines and outside departments would still need to review and approve the revisions. Consequently, it's not possible to issue a permit within five days of the Effective Date (i.e., by July 27, 2014).</p> <p>We suggest this paragraph be deleted in its entirety.</p>
4.	Issuance of Building Permit	"The issuance and effectiveness of the Building Permit shall be expressly conditioned on the Astor Parties obtaining all necessary consents and approvals from the Miami-Dade County Water and Sewer Department".	There may be other outside agencies that must approve the plans. We recommend that, if the paragraph is not deleted in its entirety, this sentence be rewritten to include other agencies.
5.	Revised Building Permit	General concept Reviews outside of Coral Gables	Please note that other Coral Gables departments and outside agencies must also review and approve the plans. Those review schedules and processes aren't controlled by Development Services. Further, delays in obtaining those reviews may delay issuance of

			the plan review comments and the permit itself.
5.	Revised Building Permit	"Within ninety (90) days of the transfer of the City Property to the Astor Parties under the terms set forth in the Amended LEA,...".	Please confirm that the transfer of City Property occurs prior to the construction of the new trolley facility.
5.	Revised Building Permit	General concept Original vs Revised Permit Issuance	It's our preference that we issue only one permit for this property, based on the plans that include the new trolley facility (see comments for para. 4). In that case, the permit should not be referred to as the <i>Revised</i> permit.
5.6	Revised Building Permit	General concept Highest Priority Review	We believe this language is too strong. Provided we meet the timelines established earlier in the document, we believe the order of review should be in staff's discretion. This language also suggests that concurrent reviews by all disciplines and departments is required; such a practice really is not practical or feasible.
5.7	Revised Building Permit	General concept Total Review Time Available is 90 days	We appreciate being granted this flexibility.
5	Revised Building Permit	General concept Requirement for Staging Plan	Nowhere is it mentioned that a Construction Staging Plan must be submitted and approved. We want to be clear that this is still a requirement prior to issuance of a building permit. This is particularly important because the construction needs to be coordinated with the

			operations of the trolley facility.
6.0	Payment to City for Associated Fees	General concept Associated Fees and Allocation	This fails to consider our normal practice of charging a fee for reviewing revised plans. Please remember that the fee estimates provided by the department were rough estimates and if the true fees for the final plans were calculated, there's likely to be a significant difference. We will need direction from the City (either through this document or elsewhere) on how the funds should be allocated between the various charges.
6.2	Payment to City for Associated Fees	General concept Transfer of Funds	We'll need coordination with the Finance Department on processing the payment.
<b>AMENDMENT TO LAND EXCHANGE AGREEMENT</b>			
3(a)(ii)	Consideration	"The completion of the City Streetscape Improvements by the City in accordance with Section 3(a)(ii) of the Original Agreement;"	I think the Commission's original approval of the site plan was conditioned on the applicant constructing the improvements.
11(b)	Plans	"When the City receives the New Trolley Station Construction Plans for review and approval, if no written response from the City is delivered to Astor within fifteen (15) business day (sic) after the date such New Trolley Station Construction Plans is delivered to the City, such New Trolley Station Construction Plans shall be deemed approved,...".  Note: same timeline is provided for review of revised plans.	Fifteen business days is too little time and conflicts with 30 day review period stated in Settlement Agreement  Ditto

11(g)	Construction Period	General concept	It should be clear that this does not mean staff can't, in the normal course of plan review, comment on these reports and expect resolution of any issues identified.
Exhibit D	LeJeune Schedule of Performance	Project Timeline	<p>It would be helpful to have the schedule for review and issuance of the demolition permit for the existing trolley building included.</p> <p>Trolley Station construction period equals 7 months vs para 11(g)(ii) states 24 months</p> <p>The two phase construction schedule is not clearly described.</p> <p>Add a date for Commencement of Merrick Manor project.</p>



Permit Action Report  
CITY OF CORAL GABLES

pmPermitActions  
7/15/2014 12:07:34PM

Permit #: BL-13-06-0931  
Master permit #:

Permit type: b1111 - COMMERCIAL NEW - DEVELOPME  
Routing queue: b1039 - DEV AGREEMENT QUEUE - PRE-C

Address: 4133 LE JEUNE RD  
CORAL GABLES, FL 33146-1349

Group # - Name	Action Code	Action Description	Completion Date	Completion Code	Completed By	Comments
1 - PLAN REVIEW	pradmin	ADMINISTRATIVE BOARD OF ARCHITECT	8/28/2013	apvd	cmindreau	
1 - PLAN REVIEW	prboa	BOARD OF ARCHITECTS PLAN REVIEW	6/13/2013	apvd	carguinzon	
1 - PLAN REVIEW	prbuild	BUILDING PLAN REVIEW				
1 - PLAN REVIEW	prbuild	BUILDING PLAN REVIEW	7/15/2013	reject	mlopez	<p>1.INDICATE IN CODE ANALYSIS THAT THIS IS A MIXED OCCUPANCY.</p> <p>2.PROVIDE CALCULATIONS FOR % OF OPENINGS ON PROPERTY LINES. CLEARLY FIRE SEPARATION.</p> <p>3.REVIEW UL DESIGNS FOR BLOCK WALLS. 904 REQUIRES C-3 BLOCK, ARE YOU USING THIS? WALL 15 REQUIRES 4HR PROTECTION, IS THIS CORRECT?</p> <p>4.STAIRS 1 AND 2 MEET SECTION 403.13 THEY MUST MEET REQUIREMENTS OF SECTION 1020.1.7, 1021, 1024.</p> <p>5.REVIEW SECTION 4 OF FAIR HOUSING ACT FOR ACCESS TO BALCONIES.</p> <p>6.INDICATE DETAILS OF GRAB BAR REINFORCEMENT FOR BATHROOMS.</p> <p>7.BATHROOMS MUST PROVIDE 30"x48" CLEAR FLOOR SPACE OUTSIDE SWING OF DOOR.</p> <p>REVIEW FAIR HOUSING ACT REQUIREMENTS FOR USABLE BATHROOMS AND POWDER ROOMS.</p> <p>8.CLARIFY POOL SAFEGUARDS.</p> <p>9.HOW MANY TOTAL PARKING SPACES? HOW MANY HC PARKING SPACES?</p> <p>10.IS TRASH CHUTE ACCESSIBLE? SHOW ELEVATION.</p> <p>11.SECOND LEVEL SECTION 3 SHEET A-1.2C IS INCOMPLETE. REVIEW ALL SHEETS.</p> <p>12.INDICATE VAN ACCESSIBLE PARKING SPACES.</p> <p>13.HOW ARE YOU MEETING SECTION 1816 FBC ON TERMITE PROTECTION.</p>

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1 - PLAN REVIEW	prbuild	BUILDING PLAN REVIEW	9/11/2013	reject	mlopez	1. CODE ANALYSIS IS ON SHEET A0.0 2. REVIEW NORTH ELEVATION LINES B-F. SET BACK IS 3'-10"? 3. U905 IS 2 HOUR RATED WALL. EXPLAIN HOW YOU GET 3 HOURS. 9. NINE PARKING SPACES FOR HC ARE REQUIRED. 11. SHEET A-1.2C NOT IN PLAN. 12. CLARIFY LOCATION OF VAN ACCESSIBLE PARKING.
1 - PLAN REVIEW	prconc	CONCURRENCY PLAN REVIEW				

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1 - PLAN REVIEW	prconc	CONCURRENCY PLAN REVIEW	10/2/2013	reject	sbrown	1/2 HALF SIZE SET GIVEN TO CONCURRENCY
						CONDITIONAL USE APPROVAL REQUIRED FROM PLANNING & ZONING AND CITY COMMISSION
						MUST TAKE PLANS TO MIAMI-DADE DERM PLAN REVIEW OFFICE; LOCATED AT 11805 CORAL WAY, MIAMI, FL (786-315-2800) AND 701 NW 1ST COURT (305) 372-6789.
						OBTAIN AN ALLOCATION LETTER FROM MIAMI-DADE DERM SANITARY SEWER DIVISION; LOCATED AT 11805 CORAL WAY AND 3575 S. LE JEUNE ROAD (305) 669-7701.
						PROVIDE COPY OF SERVICE AGREEMENT OR BILLING RECEIPT FROM MIAMI-DADE WATER & SEWER DEPT.; LOCATED AT 11805 CORAL WAY AND 3575 LE JEUNE ROAD.
						CONCURRENCY FEES APPLICABLE AT (\$761.25) DOLLARS PER RESIDENTIAL UNIT AND (30¢) CENTS PER SQUARE FOOT ON THE ENTIRE BUILDING, INCLUDING PARKING GARAGE AREA. (NOTE: FEES DUE AT TIME OF ISSUANCE OF BUILDING PERMIT)
						TAKE PLANS TO THE MIAMI-DADE ROAD IMPACT FEE OFFICE, LOCATED AT 11805 CORAL WAY FOR PAYMENT OF ROAD IMPACT FEES.
						APPLY FOR CERTIFICATE OF USE & INSPECTION APPLICATION - (PROCESSING FEE \$114.19). (INCLUDE SQUARE FOOTAGE OF BLDG., NUMBER OF RESIDENTIAL UNITS & COMMERCIAL USES)
						CONTACT CONCURRENCY ADMINISTRATOR

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Group # - Name	Action Code	Action Description	Completion Date	Completion Code	Completed By	Comments
						REFERENCE CONCURRENCY IMPACT STATEMENT TO RESERVE CAPACITY FOR PROPOSED PROJECT (APPLICATION FEE \$190.13
						IS THE PROPOSED GYM AND THEATER FOR PRIVATE RESIDENCE ONLY OR OPEN TO THE PUBLIC?
						WHAT TYPE OF USE WILL OCCUPY THE MULTI-PURPOSE ROOM AND WILL THE USES BE FOR PRIVATE RESIDENCE ONLY OR OPEN TO THE PUBLIC?
						WHAT WILL THE BUSINESS CENTER BE USED FOR?
						CONTACT CONCURRENCY REGARDING THE BAR AND BAR AREA.
						REFER TO THE ZONING CODE AND CITY CODE FOR REGULATIONS AND RESTRICTIONS FOR VALET PARKING
						MUST PROVIDE MINIMUM PARKING SPACES REQUIRED FOR ALL USES
						FUTURE TENANTS (BUSINESS OWNERS) MUST APPLY FOR A CERTIFICATE OF USE.
						WASTE MANAGEMENT MUST APPROVAL THE OFFICIAL SETS.
1 - PLAN REVIEW	prelec	ELECTRICAL PLAN REVIEW	6/20/2013	apvd	areyes	FURTHER REVIEW REQUIRED

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Group # - Name	Action Code	Action Description	Completion Date	Completion Code	Completed By	Comments
1 - PLAN REVIEW	prfire	FIRE PLAN REVIEW	6/24/2013	reject	coms	1. PROVIDE BAR B Q SPECS, FUEL AND OPERATION INFORMATION 2. PROVIDE THEATER CURTAIN FLAME SPREAD INFORMATION 3. PROVIDE MULTIPURPOSE ROOM AND POOL AREA OCCUPANT LOAD SIGNAGES 4. PROVIDE 6 INCHES BUILDING ADDRESS, VISIBLE TO STREET VIEW AND IN CONTRASTING COLOR 5. GENERATOR MUFFLER AND FUEL TANK VENT SHALL BE 10 FEET APART FROM EACH OTHER 6. HOSE CONNECTIONS AT PARKING LEVELS SHALL BE PROTECTED FROM VEHICULAR DAMAGE 7. NPFA 101 CHAPTER 11 SECTION 11.8 SHALL BE MET FULL SIZE OFFICE SET AT FIRE PROVIDE THREE L SETS OF ENERGY CALCULATIONS SIGNED AND SEALED.  THE HVAC CHART CHAP 8 MIAMI DADE COUNTY IS MISSING.  THE OUTSIDE AIR CHARTS ARE BLANK.  SHOW HOW O/A IS TO BE CONNECTED TO THE APARTMENTS. SITE SET TO MECHANICAL - LARGE  HEAT LOAD CALCULATIONS ARE MISSING FROM THIS SUBMITTAL.
1 - PLAN REVIEW	prfire	FIRE PLAN REVIEW	10/29/2013	apvd	coms	
1 - PLAN REVIEW	prmech	MECHANICAL PLAN REVIEW	6/17/2013	reject	gruggiano	
1 - PLAN REVIEW	prmech	MECHANICAL PLAN REVIEW	9/11/2013	reject	gruggiano	
1 - PLAN REVIEW	prmech prplbg	MECHANICAL PLAN REVIEW PLUMBING PLAN REVIEW	9/23/2013	apvd	gruggiano	

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1 - PLAN REVIEW	prplbg	PLUMBING PLAN REVIEW	7/9/2013	reject	gurgelles	1.NEED DERM APPROVAL 2.SHOW OCCUPANCY LOAD FOR 5TH FLOOR GYM AND THEATER AREAS TO SHOW COMPLIANCE TO BATHROOMS SHOWN 3.NEED DRINKING FOUNTAIN ON GROUND FLOOR LOBBY 4.SHOW FUTURE CONDENSATE LINES FOR RETAIL SPACES 5.SHOW FUTURE VENT LINES FOR RETAIL SPACES
1 - PLAN REVIEW	prplbg	PLUMBING PLAN REVIEW	8/29/2013	reject	gurgelles	7.EACHAPT NEEDS SPERATE WATER METERS AS PER MAIMI DADE COUNTY CODE 8-31 8.SUBMIT NARRATIVE WITH RESUBMITTAL
1 - PLAN REVIEW	prplbg	PLUMBING PLAN REVIEW	10/30/2013	reject	gurgelles	8. PENDING DERM APPROVAL
1 - PLAN REVIEW	prplbg	PLUMBING PLAN REVIEW	12/18/2013	reject	gurgelles	PENDING DERM APPROVAL PENDING DERM APPROVAL
1 - PLAN REVIEW	prpubserv	PUBLIC SERVICE DEPARTMENT PLAN F				
1 - PLAN REVIEW	prpworks	PUBLIC WORKS PLAN REVIEW	7/31/2013	reject	hickman	1. CIVIL PLANS MUST BE PART OF THE BUILDING PERMIT PLANS (COMMENTS HAVE BEEN PROVIDED TO ENGINEER) 2. RESTRICTIVE COVENANT REQUIRED FOR ALL ENCROACHMENTS IN THE RIGHT OF WAY (INCLUDING LANDSCAPE LIGHTING) 3. EXISTING STREETSCAPE IMPROVEMENT? 4. PUBLIC SERVICE REVIEW AND APPROVAL REQUIRED

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CORAL GABLES, FL 33146-1349

Group # - Name	Action Code	Action Description	Completion Date	Completion Code	Completed By	Comments
1 - PLAN REVIEW	ppworks	PUBLIC WORKS PLAN REVIEW	11/5/2013	reject	emunoz	1. REPLACE ALL CIVIL PAGES WITH ALL THE APPROVALS FROM OUTSIDE AGENCIES. 2. CIVIL, LANDSCAPING, AND ARCHITECTURAL SITE PLANS MUST BE CONSISTENT 3. PROVIDE ALL FULL SIZE COPY OF FINALIZED CIVIL, ARCHITECT AND LANDSCAPE SITE PLANS. CIVIL PLANS - PLEASE INCLUDE FINAL SECTION OF SEWER GRAVITY LINE FROM THE NEW MANHOLE PROPOSED IN THE ALLEY TO THE NORTHERN MOST MANHOLE. 4. OBTAIN PUBLIC SERVICE'S COMMENTS ON STREET SCAPE PLANS. 5. RESTRICTIVE COVENANTS/HOLD HARMLESS AGREEMENT FOR ALL ENCROACHMENTS. 6. STUDY TRIANGLE OF VISIBILITY (INTERSECTION OF ALTARA AND LAGUNA). 7. DEDICATED RIGHT TURN TO BE APPROVED BY MIAMI DADE COUNTY. 8. FURTHER REVIEW REQUIRED.
1 - PLAN REVIEW	ppworks	PUBLIC WORKS PLAN REVIEW	5/2/2014	apvd	lhickman	
1 - PLAN REVIEW	prstr	STRUCTURAL PLAN REVIEW				

Permit #: BL-13-06-0931  
Master permit #:

Permit type: b1111 - COMMERCIAL NEW - DEVELOPME  
Routing queue: b1039 - DEV AGREEMENT QUEUE - PRE-C

Address: 4133 LE JEUNE RD  
CORAL GABLES, FL 33146-1349

Group # - Name	Action Code	Action Description	Completion Date	Completion Code	Completed By	Comments
1 - PLAN REVIEW	prsr	STRUCTURAL PLAN REVIEW	8/27/2013	reject	dreczek	<p>Preliminary review comments for North Building:</p> <ol style="list-style-type: none"> <li>1. Provide Design file input (submitted disc contained only Deflections file). Please review all items below as some pertain to the Design file/model.</li> <li>2. Review modeling of cracking within elements in shearwalls - all elements within the same plane between two floors must be cracked per ACI 318 vs. cracking of individual elements (on extreme ends) only.</li> <li>3. Weight of masonry walls should be modeled as line loads (Design file).</li> <li>4. Clarify stressing of PT tendons from both sides along the expansion joint.</li> <li>5. Base loads MTA and MTANEG appear identical as do MTB and MTBNEG. All subsequent load combinations using either load appear duplicated. Please clarify.</li> <li>6. Review stress contour line discontinuities vs. meshing within shearwalls (Design file).</li> </ol>



Permit #: BL-13-06-0931  
Master permit #:

Permit type: b1111 - COMMERCIAL NEW - DEVELOPME  
Routing queue: b1039 - DEV AGREEMENT QUEUE - PRE-C

Address: 4133 LE JEUNE RD  
CORAL GABLES, FL 33146-1349

Group # - Name	Action Code	Action Description	Completion Date	Completion Code	Completed By	Comments
1 - PLAN REVIEW	prsr	STRUCTURAL PLAN REVIEW	9/4/2013	reject	dreczek	<p>Preliminary review of the South Building:</p> <ol style="list-style-type: none"> <li>1. Review modeling of cracking within elements in shearwalls - all elements within the same plane between two floors must be cracked per ACI 318 vs. cracking of individual elements (on extreme ends) only.</li> <li>2. Weight of masonry walls should be modeled as line loads (Design file).</li> <li>3. Review and provide calculations for concrete slabs in non-PT balcony areas (including deflections). Example: S-1.6.1R gridlines 14-15/E-F.</li> <li>4. Review stress contour line discontinuities vs. meshing within shearwalls (Design file). Review automatic vs. user meshing.</li> <li>5. Review alignment of columns between model and plans. Example: gridline 22.5/D.</li> <li>6. Review magnitude of specified additional concentrated DL at column locations. Example: 8th Story: node 68 - 6000 lbs, node 1509 (and others similarly) - 8 lbs ?</li> <li>7. Review layout of floor slabs and columns within the model vs. plans. Example: S-1.10 gridlines 22-26/E-K.</li> </ol> <p>Multiple review comments remain. Engineer to please consider scheduling a meeting to discuss (contact Angel Rivera at 305.460.5235).</p>
1 - PLAN REVIEW	przoning	ZONING PLAN REVIEW				

Permit Action Report  
CITY OF CORAL GABLES

pmlPermitActions  
7/15/2014 12:07:34PM

Permit #: BL-13-06-0931      Permit type: b1111 - COMMERCIAL NEW - DEVELOPME      Address: 4133 LE JEUNE RD  
Master permit #:      Routing queue: b1039 - DEV AGREEMENT QUEUE - PRE-C      CORAL GABLES, FL 33146-1349

Group # - Name	Action Code	Action Description	Completion Date	Completion Code	Completed By	Comments
1 - PLAN REVIEW	przoning	ZONING PLAN REVIEW	8/5/2013	defer	srodriguez	1/2 SIZE SET TO ZONING.
COMMENTS #1						
1. PROVIDE A COPY OF THE CITY'S APPROVAL TO ALLOW THE ALLEY SQUARE FOOTAGE TO BE USED AS PART OF YOUR PROJECTS FLOOR AREA RATIO (F.A.R.). 2. SURVEY COMPANY LEITER, PEREZ, & ASSOCIATES, INC., HAVE THEM SUPPLY ME A SIGNED AND SEALED LETTER CONFIRMING THE NET LOT AREA OF THE BUILDING SITE WITHOUT THE ALLEY SQUARE FOOTAGE AND WITH THE ALLEY SQUARE FOOTAGE. NOTE: I AM NOT ABLE TO REVIEW YOUR PERMIT APPLICATION SUBMITTAL #BL-13-06-0931, UNTIL THE ABOVE INFORMATION IS PROVIDED. 3. FURTHER REVIEW REQUIRED. REVIEWED BY: STEVEN RODRIGUEZ DEVELOPMENT SERVICES ZONING TECH. E-MAIL: SRODRIGUEZ@CORALGABLES.COM SEE OUR WEB SITE: HTTP://WWW.CORALGABLES.COM/INDEX.ASPX ?PAGE=62 1. NEW PLAN SUBMITTAL, NEW REVIEW.						
1 - PLAN REVIEW	przoning	ZONING PLAN REVIEW	8/30/2013	cont	srodriguez	

Permit #: BL-13-06-0931

Permit type: b111 - COMMERCIAL NEW - DEVELOPME

Address: 4133 LE JEUNE RD

Master permit #:

Routing queue: b1039 - DEV AGREEMENT QUEUE - PRE-C

CORAL GABLES, FL 33146-1349

Group # - Name	Action Code	Action Description	Completion Date	Completion Code	Completed By	Comments
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1 - PLAN REVIEW

pzoning

ZONING PLAN REVIEW

10/8/2013

defer

srodriquez

COMMENTS #2

1. PAGE A-0.00, TANDEM PARKING SPACES SHALL BE ASSIGNED TO RESIDENTIAL UNITS; PROVIDE A TANDEM PARKING ASSIGNMENT CHART.
2. PAGE A1.1, TANDEM PARKING NOT ALLOWED FOR EMPLOYEE USE.
3. PAGE A-0.00, PROVIDE A BREAKDOWN OF TOTAL PARKING SPACES PER FLOOR.
4. PAGE A-1.1, POST OFFICE PARKING SPACE NOT ALLOWED AS PROPOSED; HOWEVER, RESTRICTIVE PARKING SPACE IS ALLOWED AS LONG AS IT IS A SURPLUS PARKING SPACE.
5. PAGE A-1.1, ELEVATOR #5 LOBBY AREA IS LABELED, "ELEV. LOBBY OFFICES" PROVIDE THE LOCATION OF THE OFFICES, LABEL ACCORDINGLY.
6. PAGE A-0.1, ON LAGUNA STREET PROVIDE THAT THE DISPLAY WINDOWS ARE 2 FEET IN DEPTH AS REQUIRED BY THE DEVELOPMENT REVIEW COMMITTEE (DRC).
7. BETWEEN THE 1st AND 2ND FLOORS, PRIOR TO THE AUTOMATIC BARRIER GATE SECURE A MINIMUM OF 81 PARKING SPACES FOR THE COMMERCIAL USES FOUND ON THE 1ST FLOOR (THIS REQUIRED PARKING WILL EXCLUDE TANDEM PARKING SPACES).
8. PAGE A-1.2, PROVIDE THE NUMBER OF BEDROOMS FOR UNIT "H3" U207 AND UNIT "H3" U212.
9. PAGE A-1.5, THE BAR AT THE MULTIPURPOSE ROOM #510, IS NOT ALLOWED.
10. PAGE A-1.5, BUSINESS CENTER #514, WILL REQUIRE 3 PARKING SPACES; NOTE REQUIRED PARKING ON PAGE A-0.00.
11. PAGE A-1.5, MULTIPURPOSE ROOM #510, PROVIDE A LABEL ESTABLISHING SAID ROOM IS FOR RESIDENCE USE ONLY.

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Address: 4133 LE JEUNE RD  
CORAL GABLES, FL 33146-1349

Group # - Name	Action Code	Action Description	Completion Date	Completion Code	Completed By	Comments
						12. PAGE A-1.5, GYM ROOM #513, PROVIDE A LABEL ESTABLISHING SAID ROOM IS FOR RESIDENCE USE ONLY.
						13. PAGE A-1.5, THEATER ROOM #515, PROVIDE A LABEL ESTABLISHING SAID ROOM IS FOR RESIDENCE USE ONLY.
						14. PAGE A-0.1.2, PROVIDE THE AUTOMATIC MOTORIZED BARRIER GATES.
						15. PAGES A-1.1 AND A-3.1b, ELECTRICAL TRANSFORMER PROVIDE A SAFETY BARRIER/PROTECTING FENCE ENCLOSURE.
						16. PAGE A-0.00, PROVIDE A NOTE UNDER, GREEN AREA GROUND FLOOR-HARDSCAPE (PERVIOUS PAVERS); STATING THAT, "HARDSCAPE PAVERS WERE APPROVED PRIOR TO THE ZONING CODE CHANGE OF THE MEANING OF: LANDSCAPE MATERIALS".
						17. PAGE A-0.00, PROVIDE A BREAK DOWN PER FLOOR OF, BACK OF HOUSE, SQUARE FOOTAGE.
						18. PAGES L-1 AND L-2, PROVIDE A TOTAL OF 42 LARGE SHADE TREES (PROPOSED IS 31 TREES) OR PROVIDE DOCUMENTATION OF PAYMENT IN LIEU OF INSTALLATION (ART. 5, SECTION 5-1105, A-#6).
						19. FURTHER REVIEW REQUIRED. REVIEWED BY: STEVEN RODRIGUEZ DEVELOPMENT SERVICES/ZONING TECH. E-MAIL: SRODRIGUEZ@CORALGABLES.COM SEE OUR WEB SITE: HTTP://WWW.CORALGABLES.COM/INDEX.ASPX ?PAGE=62

Permit #: BL-13-06-0931

Permit type: b1111 - COMMERCIAL NEW - DEVELOPME

Address: 4133 LE JEUNE RD

CORAL GABLES, FL 33146-1349

Routing queue: b1039 - DEV AGREEMENT QUEUE - PRE-C

Master permit #:

Group # - Name	Action Code	Action Description	Completion Date	Completion Code	Completed By	Comments
1 - PLAN REVIEW	prizing	ZONING PLAN REVIEW	11/14/2013	defer	srodriguez	COMMENTS #3  1. PAGES A-1.1 AND A-3.1b, ON THE ELECTRICAL TRANSFORMER, PROVIDE A SAFETY BARRIER/PROTECTING FENCE ENCLOSURE THAT IS PERMANENT. PROPOSED IS REMOVABLE. 2. PAGES L-1 AND L-2, PROVIDE DOCUMENTATION OF PAYMENT IN LIEU OF INSTALLATION OF LANDSCAPE (ART. 5, SECTION 5-1105, A-#6). 3. FURTHER REVIEW REQUIRED. REVIEWED BY: STEVEN RODRIGUEZ DEVELOPMENT SERVICES/ZONING TECH. E-MAIL: SRODRIGUEZ@CORALGABLES.COM SEE OUR WEB SITE: HTTP://WWW.CORALGABLES.COM/INDEX.ASPX ?PAGE=62
2 - DEVELOPMENT AGREEMENT	cadevagr	CITY ATTORNEY DEVELOPMENT AGREEMENT				
2 - DEVELOPMENT AGREEMENT	enotice	E-MAIL NOTIFICATION				
2 - DEVELOPMENT AGREEMENT	pkdevagr	PARKING DEVELOPMENT AGREEMENT				
2 - DEVELOPMENT AGREEMENT	psdevagr	PUBLIC SERVICE DEVELOPMENT AGREEMENT				
2 - DEVELOPMENT AGREEMENT	pwdevagr	PUBLIC WORKS DEVELOPMENT AGREEMENT				
3 - PLAN PROCESSING	calc fees	CALCULATE FEES				
3 - PLAN PROCESSING	ppcstaging	CONSTRUCTION STAGING PLAN APPROVAL				
3 - PLAN PROCESSING	ppcorpmin	CORPORATE MINUTES				
3 - PLAN PROCESSING	ppdemo	DEMOLITION OF EXISTING STRUCTURE				
3 - PLAN PROCESSING	ppderm	DERM PLAN REVIEW				
3 - PLAN PROCESSING	ppfema	FEMA REVIEW				
3 - PLAN PROCESSING	ppgasd	GAS CLEARANCE LETTER				
3 - PLAN PROCESSING	ppschoonc	MDCPS CONCURRENCY DETERMINATION				
3 - PLAN PROCESSING	ppimlfees	MIAMI-DADE COUNTY IMPACT FEES				
3 - PLAN PROCESSING	ppnoc	NOTICE OF COMMENCEMENT				
3 - PLAN PROCESSING	ppappl	PERMIT APPLICATION				
3 - PLAN PROCESSING	ppsewer	SEWER ALLOCATION LETTER FROM DE				
3 - PLAN PROCESSING	ppthreshol	THRESHOLD INSPECTOR FORM				
3 - PLAN PROCESSING	ppwater	WATER VERIFICATION FORM				

Permit #: BL-13-06-0931

Master permit #:

Permit type: bl111 - COMMERCIAL NEW - DEVELOPME  
Routing queue: bl039 - DEV AGREEMENT QUEUE - PRE-CAddress: 4133 LE JEUNE RD  
CORAL GABLES, FL 33146-1349

Group # - Name	Action Code	Action Description	Completion Date	Completion Code	Completed By	Comments
4 - CASHIER	collect	COLLECT FEES				
5 - PRECONSTRUCTION REQ	pppreconst	CONSTRUCTION MEETING				
6 - INSPECTION	bl231	ARCHITECTURAL PRECAST INSTALLATI				
6 - INSPECTION	bl040	CEILING FRAMING 01 FLOOR				
6 - INSPECTION	bl041	CEILING FRAMING 02 FLOOR				
6 - INSPECTION	bl042	CEILING FRAMING 03 FLOOR				
6 - INSPECTION	bl043	CEILING FRAMING 04 FLOOR				
6 - INSPECTION	fr005	FINAL FIRE (BLDG PERMIT)				
6 - INSPECTION	pw837	FINAL PUBLIC WORKS (BLDG PERMIT)				
6 - INSPECTION	bl084	FINAL STRUCTURAL				
6 - INSPECTION	bl085	FINAL STRUCTURAL GARAGE/OVERHE				
6 - INSPECTION	bl089	FINAL STRUCTURAL SHUTTERS - SHOF				
6 - INSPECTION	zn004	FINAL ZONING				
6 - INSPECTION	bl091	FIRE STOPPING 01 FLOOR				
6 - INSPECTION	bl092	FIRE STOPPING 02 FLOOR				
6 - INSPECTION	bl093	FIRE STOPPING 03 FLOOR				
6 - INSPECTION	bl094	FIRE STOPPING 04 FLOOR				
6 - INSPECTION	bl149	FRAMING/ACCESSIBILITY 01 FLOOR				
6 - INSPECTION	bl150	FRAMING/ACCESSIBILITY 02 FLOOR				
6 - INSPECTION	bl151	FRAMING/ACCESSIBILITY 03 FLOOR				
6 - INSPECTION	bl152	FRAMING/ACCESSIBILITY 04 FLOOR				
6 - INSPECTION	bl171	INSULATION 01 FLOOR				
6 - INSPECTION	bl172	INSULATION 02 FLOOR				
6 - INSPECTION	bl173	INSULATION 03 FLOOR				
6 - INSPECTION	bl174	INSULATION 04 FLOOR				
6 - INSPECTION	bl192	PENETRATION 01 FLOOR				
6 - INSPECTION	bl193	PENETRATION 02 FLOOR				
6 - INSPECTION	bl194	PENETRATION 03 FLOOR				
6 - INSPECTION	bl195	PENETRATION 04 FLOOR				
6 - INSPECTION	bl210	PILE LOGS				
6 - INSPECTION	bl245	SCREW FOR GYPSUM BOARD 01 FLOO				
6 - INSPECTION	bl246	SCREW FOR GYPSUM BOARD 02 FLOO				
6 - INSPECTION	bl247	SCREW FOR GYPSUM BOARD 03 FLOO				
6 - INSPECTION	bl248	SCREW FOR GYPSUM BOARD 04 FLOO				
6 - INSPECTION	zn264	SETBACK / EXCAVATION SURVEY REQ				

Permit #: BL-13-06-0931

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 Routing queue: bl039 - DEV AGREEMENT QUEUE - PRE-C

 Address: 4133 LE JEUNE RD  
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Group # - Name	Action Code	Action Description	Completion Date	Completion Code	Completed By	Comments
6 - INSPECTION	bl132	SHAFTWALL - FRAMING 01 FLOOR				
6 - INSPECTION	bl133	SHAFTWALL - FRAMING 02 FLOOR				
6 - INSPECTION	bl134	SHAFTWALL - FRAMING 03 FLOOR				
6 - INSPECTION	bl135	SHAFTWALL - FRAMING 04 FLOOR				
6 - INSPECTION	bl266	SHOP DRAWING - ARCHITECTURAL PRI				
6 - INSPECTION	bl281	SHOP DRAWING - BALCONY RAILINGS				
6 - INSPECTION	bl267	SHOP DRAWING - CONSTRUCTION ELE				
6 - INSPECTION	bl268	SHOP DRAWING - CRANE				
6 - INSPECTION	bl271	SHOP DRAWING - DRYVIT INSTALLATIO				
6 - INSPECTION	bl273	SHOP DRAWING - EXTERIOR DOORS				
6 - INSPECTION	bl285	SHOP DRAWING - GARAGE/OVERHEAD				
6 - INSPECTION	bl275	SHOP DRAWING - GRILLES				
6 - INSPECTION	bl276	SHOP DRAWING - GUARDRAILS/HANDF				
6 - INSPECTION	bl277	SHOP DRAWING - LOUVERS				
6 - INSPECTION	bl278	SHOP DRAWING - METAL STAIRS				
6 - INSPECTION	bl279	SHOP DRAWING - METAL TRELLIS				
6 - INSPECTION	bl283	SHOP DRAWING - SCAFFOLDING				
6 - INSPECTION	bl284	SHOP DRAWING - SHORING				
6 - INSPECTION	bl282	SHOP DRAWING - STAIR RAILINGS				
6 - INSPECTION	bl291	SHOP DRAWING - STOREFRONT				
6 - INSPECTION	bl289	SHOP DRAWING - TRUSSES				
6 - INSPECTION	bl290	SHOP DRAWING - WINDOWS				
6 - INSPECTION	bl311	STOREFRONT ANCHORS - SHOP DRAW				
6 - INSPECTION	pw981	STORMWATER, EROSION & SEDIMENT/				
6 - INSPECTION	bl981	STORMWATER, EROSION AND SEDIMEI				
6 - INSPECTION	bl315	TERMITE TREATMENT CERTIFICATE				
6 - INSPECTION	bl358	WINDOW/DOOR ANCHORS 01 FLOOR -				
6 - INSPECTION	bl359	WINDOW/DOOR ANCHORS 02 FLOOR -				
6 - INSPECTION	bl360	WINDOW/DOOR ANCHORS 03 FLOOR -				
6 - INSPECTION	bl361	WINDOW/DOOR ANCHORS 04 FLOOR -				
6 - INSPECTION	bl375	WINDOW/DOOR BUCK 01 FLOOR - SHO				
6 - INSPECTION	bl376	WINDOW/DOOR BUCK 02 FLOOR- SHO				
6 - INSPECTION	bl377	WINDOW/DOOR BUCK 03 FLOOR- SHO				
6 - INSPECTION	bl378	WINDOW/DOOR BUCK 04 FLOOR- SHO				
7 - DEVELOPMENT AGREEME	pdevice	PLANNING/ZONING DEVELOPMENT AG				

Permit #: BL-13-06-0931      Permit type: b1111 - COMMERCIAL NEW - DEVELOPME      Address: 4133 LE JEUNE RD  
Master permit #:      Routing queue: b1039 - DEV AGREEMENT QUEUE - PRE-C      CORAL GABLES, FL 33146-1349

Group # - Name	Action Code	Action Description	Completion Date	Completion Code	Completed By	Comments
7 - DEVELOPMENT AGREEME	cadevco	CITY ATTORNEY DEVELOPMENT AGREI				
7 - DEVELOPMENT AGREEME	enotice	E-MAIL NOTIFICATION				
7 - DEVELOPMENT AGREEME	pkdevco	PARKING DEVELOPMENT AGREEMENT				
7 - DEVELOPMENT AGREEME	psdevco	PUBLIC SERVICE DEVELOPMENT AGRE				
7 - DEVELOPMENT AGREEME	pwddevco	PUBLIC WORKS DEVELOPMENT AGREE				
8 - PLAN PROCESSING	ppelevcert	ELEVATION CERTIFICATE				
8 - PLAN PROCESSING	ppsurvey	FINAL SURVEY - NEW SF OVER 100				
8 - PLAN PROCESSING	certificat	GENERATE CERTIFICATE				
8 - PLAN PROCESSING	ppnrvprcc	PRIVATE PROVIDER COMPLIANCE CER				
8 - PLAN PROCESSING	ppthreshoc	THRESHOLD ENGINEER CERTIFICATE (				





# CITY OF SAN ANTONIO

## DEVELOPMENT SERVICES DEPARTMENT

TO: All Development Services Department Customers

SUBJECT: **INFORMATION BULLETIN 125**  
Partial/Conditional Building Permits

DATE: September 8, 2006

Revised: February 20, 2012

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As a customer service initiative, the City of San Antonio (COSA) Development Services Department (DSD) has developed formal procedures for requesting Partial/Conditional Building Permits in order to allow construction to proceed at the owner's risk prior to obtaining full approval of the submitted plans.

### Partial/Conditional Permits

Partial/Conditional ("P") permits are permits for portions of a project which have received partial plan approval and are issued before the full project is approved. These permits may allow partial construction, and may allow full construction to proceed with the stipulation that certain conditions will be met prior to a certain event or date (i.e., recording of a plat; resolution of outstanding plan review denial, special inspections, etc.). The expiration date of a partial/conditional permit allows the owner's design professionals time to respond and correct code issues, and the applicant is requested to provide an estimate of how much time he/she needs to revise designs to meet code. The applicant will receive plans for the work being performed under a new building permit number (the original permit number with a "P" added as a prefix) to differentiate the partial/conditional status from a full permit. Inspections will be inserted into the City permitting system only for that work that is authorized. No certificate of occupancy can be obtained under the "P" permit. The permit owner will need to resolve any remaining plan review issues prior to staff removing the "P" in front of the permit number providing release of the certificate of occupancy. At the discretion of DSD, a "P" permit may be issued for one or more of the following:

- Site Grading and/or Utilities
- Foundation or Basement Excavation
- Building Footing and Foundation
- Structural Superstructure
- Building Shell/Partial Interior Work
- Full Construction

### **Application**

In order to obtain a partial/conditional building permit, the owner or the owner's representative shall submit a **Partial/Conditional Building Permit Request Form** to the Development & Business Service Center @ 1901 S. Alamo, San Antonio, Texas 78204, Attention: Development Services Engineer – Building Plans Review. The form shall be filled out completely and signed

by both the applicant and the owner. COSA DSD will review the request and typically respond in writing to the applicant within three (3) business days.

### **Third Copy of Plans Submitted**

If a Partial/Conditional Building Permit Request is approved, the applicant will next be required to bring in one (1) additional set of the building permit plans to be processed by staff and issued to the owner of the requested "P" building permit. The additional construction set must include all sheets identical to the set originally submitted plus any applicable revisions and re-submittals made to the city. This set of plans covering the partial or full work to be performed will be processed and issued to the customer marked as a Partial/Conditional Building Permit set. The issued set will clearly indicate the work that is authorized under the "P" permit. The customer will be required to pay any outstanding permit fees due, all building permit issuance fees, plus the \$200 partial/conditional permit fee at time the "P" permit is issued. After DSD issues the "P" building permit number, the applicant has the responsibility of notifying any contractors and subcontractors of the new permit number for inspections and trade permit applications.

Note: A Partial/Conditional Building Permit may not be issued until all applicable DSD plan review disciplines have completed an initial review of the submitted plans. Also, a "P" permit may not be issued if the outstanding plan review denial comments include any critical and/or life safety design parameters (e.g., the location of the building on-site, deficient type of construction, insufficient fire department vehicle access or fire flow, etc.).

### **Construction and Inspections**

Construction may start based on the issuance of the "P" permit, trade permits may be pulled, and inspections may be called. Work may proceed until that work authorized is completed or the date that the partial/conditional permit expires. The work being performed will be at the owner's risk concerning requirements to meet all building codes. Construction work that progresses beyond that authorized by the "P" permit and indicated on the construction set would be considered work without a permit, and a stop work order may be issued as well as fines placed on that permit. A "P" permit does not negate the requirement of special inspections for the work authorized, and the special inspection log-book must still be kept on-site.

### **Partial/Conditional Extensions**

An applicant may renew the partial/conditional permit or may request additional work to be performed and additional inspections entered into the city permitting system with a new partial/conditional permit application with payment of an additional \$200 fee. Generally no new plans need be submitted, unless there were further revisions of design after the original partial/conditional permit was issued.

We hope this process will assist our customers with their construction process. If you have any questions about this new permit or about the procedures to follow, please call the DSD Plans Review at 210-207-8297.

Attachments: Partial/Conditional Building Permit Request Form



# CITY OF SAN ANTONIO

## DEVELOPMENT SERVICES DEPARTMENT

### PARTIAL/CONDITIONAL BUILDING PERMIT REQUEST FORM

<b>A. PROJECT:</b> (Please complete all of the following information. Please print.)				
A/P #:				
Project Name:				
Project Address:		Building:		Space:
Description of Work:				
Requested Expiration:				

#### STATEMENT OF UNDERSTANDING

The undersigned requests that a **Partial/Conditional Building Permit** be granted for the above referenced project for the scope of work described above in order for construction to proceed prior to the issuance of the full building permit. It is understood by all parties that issuance of a Partial/Conditional Building Permit is completely at the applicant's and owner's risk and provides no assurance that either a full building permit or a Certificate of Occupancy will be issued by DSD. The undersigned also agrees to each of the following conditions:

- Any work that is found that does not comply with the final approved plans shall be corrected by the design/ construction team.
- If this request is approved, the customer shall submit one (1) set of building permit plans. The applicant certifies that the submitted set of construction plans is identical to the original documents including resubmittals and revisions.
- The undersigned shall proceed with denial comment resolution as soon as possible to obtain the full building permit, schedule all inspections and obtain the certificate of occupancy with the understanding that the partial/conditional permit will expire at a certain date without resolution of design/code issues.
- The design and construction teams shall abide by any special terms of acceptance noted in Section C.

<b>B. APPLICANT:</b>			
Applicant's Name:		Co. Name:	
Applicant's Signature:		Date:	
Telephone #:		Fax#:	
Email address:			
<b>C. OWNER:</b>			
Owner's Name:		Co. Name:	
Owner's Signature:		Date:	

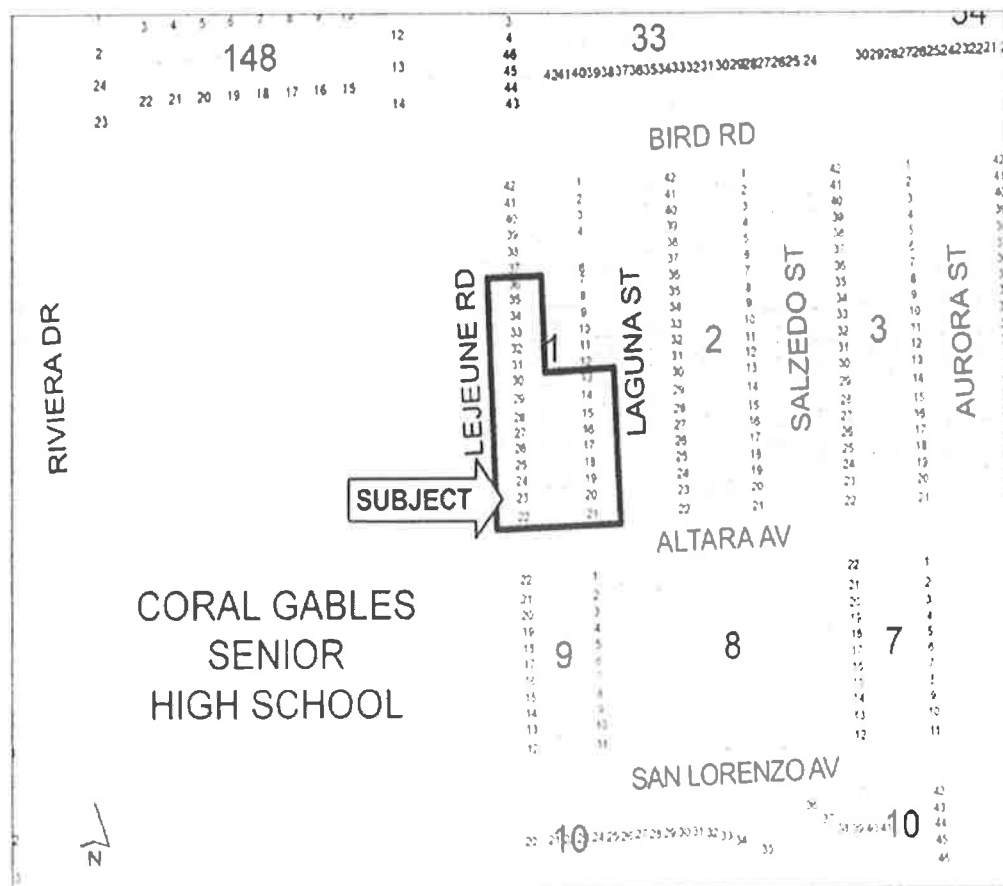
<b>C. DSD OFFICAL ACTION:</b>	<input type="checkbox"/> <b>APPROVED</b>	<input type="checkbox"/> <b>DENIED</b>
Signature:	Date:	
Printed Name:	Title:	
Comments:		

# CITY OF CORAL GABLES

## NOTICE OF QUASI-JUDICIAL PUBLIC HEARING AND NOTICE OF REQUEST FOR CITY COMMISSION APPROVAL OF GOVERNMENT SETTLEMENT

All interested persons are hereby notified that the Coral Gables City Commission at its regular meeting scheduled for Tuesday, July 22, 2014, commencing at 9:00 a.m. in the City Commission Chambers City Hall, at 405 Biltmore Way, Coral Gables Florida 33134, will conduct a quasi-judicial public hearing to review a Request for City Commission Approval of Government Settlement as follows:

Pursuant to section 3-1803 of the Coral Gables Zoning Code, the City Attorney has issued a Request for City Commission Approval of Government Settlement. The settlement is intended to resolve the matter of the *City of Coral Gables, Florida v. Astor Trolley, LLC and Merrick Manor, LLC, f/k/a 4111 Le Jeune, LLC*, Case No. 13-29113-CA-40 (11<sup>th</sup> Judicial Circuit, Miami-Dade County, Florida) and relates to the administrative matter proceeding before the Federal Transit Administration, Complaint No. 2013-0131. The City Commission will review the request for approval of a site plan for a mixed-use development at 301 Altara Avenue, Coral Gables, Florida, which will include a trolley maintenance and storage facility for the City of Coral Gables.



The City is in the process of evaluating the proposed site plan and approvals being requested for compliance with the City's Zoning Code, including Article 3, Division 18, which provides for waiver of certain otherwise applicable requirements of the Zoning Code based on the criteria provided in Article 3, Division 18. The requests being sought and evaluated include but are not limited to height, FAR, setbacks, and parking. A copy of the Request for City Commission Approval of Government Settlement, along with the Settlement Agreement and exhibits, is available for inspection by the public in the Development Services Department and the City Clerk's Office, at City Hall, 405 Biltmore Way, Coral Gables Florida 33134. A copy of these materials is also available on the City's website at [www.coralgables.com](http://www.coralgables.com).

All interested persons will have the opportunity to speak regarding the application at the public hearing. In addition, comments can be provided in writing prior to the public hearing at the City Clerk's Office and will be included in the record.

All interested persons are advised that if they decide to appeal any decision made by the City Commission as to this matter, they will need a record of the proceedings of the City Commission meeting, and therefore may need to ensure that a verbatim record of the proceedings are made, which record includes the testimony and evidence upon which the appeal is to be based.



WALTER J. FOEMAN  
CITY CLERK

PUBLISH DATE: JULY 11, 2014

PURSUANT TO THE AMERICAN WITH DISABILITIES ACT (A.D.A.), ANY PERSON REQUIRING SPECIAL ACCOMMODATIONS FOR PARTICIPATION IN THE MEETING BECAUSE OF A DISABILITY SHOULD CALL GLENN KEPHART, PUBLIC WORKS DIRECTOR, (305) 460-5001, NO LESS THAN THREE WORKING DAYS PRIOR TO THE MEETING.

CITY OF CORAL GABLES

OFFICE OF THE CITY ATTORNEY

- REQUEST FOR CITY COMMISSION APPROVAL-  
OF GOVERNMENT SETTLEMENT

TO: DEVELOPMENT REVIEW OFFICER      DATE: July 8, 2014

(JANE TOMPKINS,  
DIRECTOR OF  
DEVELOPMENT  
SERVICES)

FROM:

  
CRAIG E. LEEN  
CITY ATTORNEY

SUBJECT: REQUEST FOR CITY  
COMMISSION  
APPROVAL OF  
GOVERNMENT  
SETTLEMENT

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Pursuant to Division 18, Section 3-1802(A), of the Coral Gables Zoning Code, the City Attorney hereby initiates a Request for City Commission Approval of Government Settlement. The settlement is intended to resolve the *City of Coral Gables, Florida v. Astor Trolley, LLC and Merrick Manor, LLC, f/k/a 4111 le Jeune, LLC*, Case No. 13-29113-CA-40 (11<sup>th</sup> Judicial Circuit, Miami-Dade County, Florida) and relates to the administrative matter proceeding before the Federal Transit Administration, Complaint No. 2013-013. A copy of the proposed settlement and exhibits are attached to this Request. As part of the settlement, a quasi-judicial hearing will be held at the City Commission meeting on July 22, 2014, consistent with the provisions in Division 18, whereby site plan approval will be sought of a proposed mixed-use development at 301 Altara Avenue, Coral Gables, Florida, which will include a trolley maintenance and storage facility for the City of Coral Gables.

c: City Commission  
City Manager  
City Clerk

*OK to initiate the process*  
*City Manager's office*

## SETTLEMENT AGREEMENT

This Settlement Agreement, including all of its Exhibits ("Settlement Agreement") is entered into as of the 22<sup>nd</sup> day of July, 2014 ("Effective Date") by and between Astor Trolley, LLC, a Florida limited liability company ("Astor Trolley") and Merrick Manor, LLC, f/k/a 4111 Le Jeune, LLC, a Florida limited liability company ("Merrick Manor") (Astor Trolley and Merrick Manor shall be referred to collectively herein as the "Astor Parties"), on the one hand, and City of Coral Gables, Florida, a Florida municipal corporation ("City"), on the other hand. The Astor Parties and City shall be referred to collectively herein as the "Parties", and each as a "Party."

### I. Recitals

WHEREAS, Astor Trolley is the current owner of the land and building located at 3320 Southwest 37th Avenue in Miami, Florida (the "Astor Property") and City is the owner of the land and building located at 4133 South Le Jeune Road, Coral Gables, Florida (the "City Property"); and

WHEREAS, the City Property is currently used by the City for, among other things, the regular repair and storage of City's eleven (11) vintage trolley-style public shuttles (the "Trolleys"); and

WHEREAS, the Astor Parties and City entered into a Land Exchange Agreement (the "LEA") on or about September 20, 2012, pursuant to which City agreed to convey the City Property to Merrick Manor in exchange for the Astor Property, subject to certain contingencies and obligations; and

WHEREAS, prior to the closing of the transaction contemplated under the LEA various disputes arose between the Parties which resulted in the City initiating an action in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida styled *City of Coral Gables, Florida v. Astor Trolley, LLC and Merrick Manor, LLC, f/k/a 4111 le Jeune, LLC*, Case No. 13-29113-CA-40 (11<sup>th</sup> Jud. Cir., Miami-Dade County, Florida.) (the "City Action"); and

WHEREAS, the Parties, without admitting or conceding any liability or wrongdoing whatsoever relating to the LEA, have concluded that it is in their best interests to settle their disputes by entering into this Settlement Agreement and an Amendment to the LEA (the "Amended LEA") attached hereto as Exhibit "A" to avoid any protracted, time-consuming and costly litigation;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## II. Terms and Conditions

1. Incorporation of Recitals. The recitals, prefatory phrases, and paragraphs set forth above are incorporated and made an express part of this Settlement Agreement.

2. Amended LEA. The Parties agree to enter into the Amended LEA simultaneously with the execution of this Settlement Agreement, and to perform their respective obligations thereunder.

3. Development Approvals. As part of the effort to resolve and settle the disputes among the Parties, the Astor Parties have made a development proposal to the City which is reflected on the plans attached hereto as Exhibit "B" (the "Development Proposal"). Pursuant to Sections 3-1801 through 3-1809 of City's Zoning Code, the Development Proposal requires the approval of the City Commission. The City shall, on or before July 22, 2014, review and consider the granting of the development approvals necessary to effectuate the Development Proposal and either (i) grant the relief requested by virtue of approving the Development Proposal, (ii) approve the Development Proposal with modifications, or (iii) reject the Development Proposal.

3.1. If City rejects the Development Proposal for any reason whatsoever, or in the event that the Astor Parties reject any modifications attached to the approval of the Development Proposal by the City Commission and terminate this Settlement Agreement and the Amended LEA as set forth in the Amended LEA, this Settlement Agreement and the Amended LEA shall be deemed void *ab initio*, in which event the terms of Section 11 hereof shall apply.

3.2. If the Development Proposal is approved by the City Commission, and a legal challenge is initiated with respect to the approval, the Astor Parties may elect, at their sole and absolute discretion, to: (a) request the City, joined by the Astor Parties, to defend and/or attempt to resolve the legal challenge (with each of the City and Astor Parties to bear its own attorneys' fees and costs thereof); or (b) terminate this Settlement Agreement, in which event the terms of Section 11 hereof shall apply. The Astor Parties shall provide written notice to City, in the manner set forth in Section 21 herein, of their election to proceed under sub-



section (a) or (b) above within five (5) business days of the date the Astor Parties receive notice of a legal challenge of the approval of the Development Proposal.

3.3. If the Astor Parties elect to have the City defend and/or attempt to resolve a legal challenge of the approval of the Development Proposal, the Astor Parties may elect at any time, in their sole and absolute discretion, to terminate this Settlement Agreement prior to the time that such legal challenge has been finally resolved. The Astor Parties must provide written notice to City, in the manner set forth in Section 21 herein, of any such election to terminate the Settlement Agreement and, if the Astor Parties elect to terminate this Settlement Agreement, the terms of Section 11 hereof shall apply. In the event any legal challenge of the approval of the Development Proposal is concluded and the Development Proposal is upheld, then the Astor Parties shall no longer have the right to terminate this Settlement Agreement pursuant to this Section.

4. **Issuance of Building Permit.** Prior to the execution of this Settlement Agreement and under the terms of the LEA, Merrick Manor had submitted to the City a complete set of construction plans and permit application(s) for a residential condominium project on the land legally described on Exhibit "C" (the "**Original Permit Plans**", which Original Permit Plans are on file with the City under Process No.: BL-13-06-0931). Within five (5) days of the Effective Date, City's Building Department will issue a conditional building permit (the "**Building Permit**") in accordance with the Original Permit Plans; provided, however, that the City's issuance of the Building Permit (i) shall not relieve the Parties of any obligations under this Settlement Agreement or the Amended LEA with respect to the City Property, (ii) shall not grant the Astor Parties any rights to the City Property other than those set forth in the Amended LEA, and (iii) shall not vest in the Astor Parties the right to build on land owned or leased by the City under the Original Permit Plans. The issuance and effectiveness of the Building Permit shall be expressly conditioned on the Astor Parties obtaining all necessary consents and approvals from the Miami-Dade County Water and Sewer Department.

5. **Revised Building Permit.**

5.1. Within ninety (90) days of the transfer of the City Property to the Astor Parties under the terms set forth in the Amended LEA, the Astor Parties will prepare revisions to the Original Permit Plans reflecting the project contained within the approved Development Proposal, and submit those revised plans to City's Building Department for consideration (the

“Revised Building Permit Plans”). City’s Building Department will consider the Revised Building Permit Plans and within sixty (60) days from the date the Revised Building Permit Plans are submitted to City’s Building Department, either issue a revised building permit (the “Revised Building Permit”), or provide comments to the Astor Parties specifying the basis for City’s rejection of the Revised Building Permit Plans.

5.2. If City does not issue the Revised Building Permit, but instead provides comments to the Astor Parties specifying the basis for City’s failure to issue the Revised Building Permit, the Astor Parties shall then address such comments and resubmit the Revised Building Permit Plans to City’s Building Department for a second review within thirty (30) days from receipt of the City’s comments.

5.3. Upon the Astor Parties’ resubmission of the Revised Building Permit Plans to City’s Building Department, City’s Building Department shall consider the resubmission, and within thirty (30) days from the date of the Astor Parties resubmittal of the Revised Building Permit Plans to City’s Building Department, either issue a Revised Building Permit, or provide further comments to the Astor Parties specifying the basis for City’s denial. However, if City rejects any resubmission of the Revised Building Permit Plans for a material reason, the Astor Parties may elect, at their sole and absolute discretion, to: (a) address City’s comments and again resubmit the Revised Building Permit Plans within thirty (30) days of receipt of the City’s comments; or (b) terminate this Settlement Agreement, in which event the terms of Section 11 hereof shall apply. The Astor Parties must provide written notice to City, in the manner set forth in Section 21 herein, of any such election within twenty (20) days from the date the Astor Parties receive notice of City’s rejection of any resubmission for a material reason.

5.4. If City’s Building Department issues a Revised Building Permit, and an administrative appeal of the issuance of the Revised Building Permit pursuant to the procedures established by City’s Zoning Code is initiated within thirty (30) days of issuance, or a lawsuit or other legal challenge to the issuance of the Revised Building Permit is initiated, the Astor Parties may elect, at their sole and absolute discretion, to (a) defend and attempt to resolve the administrative appeal, lawsuit, or other legal challenge; or (b) terminate this Settlement Agreement, in which event the terms of Section 11 hereof shall apply. The Astor Parties must provide written notice to City, in the manner set forth in Section 21 herein, of any

such election within twenty (20) days from the date the Astor Parties receive notice of an administrative appeal, lawsuit or other legal challenge.

5.5. If the Astor Parties elect to defend and attempt to resolve an administrative appeal, lawsuit, or other legal challenge to the issuance of the Revised Building Permit, and such administrative appeal, lawsuit, or other legal challenge has not been finally resolved, the Astor Parties may elect at any time, in their sole and absolute discretion, to terminate this Settlement Agreement, in which event the terms of Section 11 hereof shall apply. The Astor Parties must provide written notice to City, in the manner set forth in Section 21 herein, of any such election.

5.6. City hereby commits to cause all plan reviewers to expeditiously act upon each submittal from the Astor Parties in connection with the Revised Building Permit Plans and each review will be granted the highest priority by advancing the submittal to a first position to the extent that there exists any queue or backup regarding the review of the respective discipline or trade.

5.7. Notwithstanding the timeframes contained in Section 5.1 and Section 5.3 regarding the dates by which City must review and either comment on or approve the Revised Building Permit Plans, City may, at its option, reallocate the total number of days provided therein so long as the total number of days for City's review under Sections 5.1 and 5.3 does not exceed ninety (90) calendar days. By way of example, in the event City conducts its review of the Revised Building Permit Plans and either comments on or approves the Revised Building Permit Plans within fifty (50) calendar days of the Astor Party's submittal thereof, then City shall have up to forty (40) calendar days to conduct its review of the Revised Building Permit Plans and either comment on or approve the Revised Building Permit Plans under Section 5.3.

6. Payment to City for Associated Fees. In addition to other consideration described herein, including, but not limited to, the mutual releases set forth in Section 8 of this Settlement Agreement, the Astor Parties agree to pay to City, in the manner set forth below, the sum of Three Million Five Hundred and Thirteen Thousand Nine Hundred and Fifty-Four and No/100 Dollars (\$3,513,954.00) (the "Settlement Amount"), which Settlement Amount shall represent payment in full from the Astor Parties for (a) any and all obligations to the City

relating to permitting and approval of the Development Proposal, including impact fees, building permit fees, and Art in Public Places Fees ("Development Fees"); and (b) other monies for attorneys' fees and costs and expert fees and costs and other Reimbursable Expenses (as that term is defined in the LEA) that City has incurred under the terms of the LEA and the Amended LEA. The sum of Three Hundred Thousand and No/100 Dollars (\$300,000.00) of the Settlement Amount represents the Astor Parties' contribution to City's Art in Public Places Ordinance in connection with the Development Proposal (the "APP Contribution"). The Parties agree that, at the Astor Parties' option, the full amount of this APP Contribution may be utilized in its entirety for the commissioning, acquisition, fabrication, and/or installation of a works of art that will be located within the improvements as set forth in the Development Proposal.

6.1. The Astor Parties shall cause the entire Settlement Amount to be paid to City upon City's issuance of the Revised Building Permit. City will not release the Revised Building Permit to the Astor Parties until City receives the Settlement Amount.

6.2. Payment of the Settlement Amount shall be by wire transfer pursuant to wire instructions provided by the City.

6.3. In the event of a Termination after payment of the Settlement Amount, City shall forthwith reimburse to the Astor Parties a sum equal to \$300,000.00 of the Settlement Amount to the Astor Parties, which amount represents Reimbursable Expenses less any and all amounts that have theretofore been paid or are pending payment (for work-in-progress) by the City pursuant to Section 3(b)(iv) of the LEA. Additionally, the Astor Parties may seek from City, in the ordinary course pursuant to the applicable City code, rules and regulations, reimbursement of the remaining portions of the Settlement Amount, which represent unearned payments from the Astor Parties for the Development Fees associated with the Development Proposal.

7. Approval of Settlement Agreement and Stay of City Action. The Astor Parties and City shall cause to be filed with the Court in the City Action, within two (2) days from the Effective Date, a Joint Motion for Approval of Settlement Agreement and for Temporary Stay, seeking the Court's approval of this Settlement Agreement and a temporary stay of all proceedings in the City Action, in the form attached hereto as **Exhibit "D"** (the "Joint Motion for Approval and Stay"). The Joint Motion for Approval and Stay shall request an indefinite stay of all proceedings in the City Action until the earlier of: (a) such time that City, the Astor

Parties, or the Parties together file a notice of termination of the Settlement Agreement and motion to lift the stay, in accordance with the provisions of Section 11 of this Settlement Agreement; or (b) the Parties jointly request dismissal of the City Action pursuant to a Joint Stipulation for Entry of Agreed Order of Dismissal with Prejudice in accordance with the provisions of Section 8.3 of this Settlement Agreement.

8. **Mutual Release/Dismissal of the City Action.** For the consideration provided in this Settlement Agreement and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties grant the following mutual releases, which releases shall only become effective if, and at such time as: (a) City issues the Revised Building Permit; and (b) all appeal periods have expired with no appeals having been filed, and no lawsuit or other legal challenge is initiated with respect to the issuance of the Revised Building Permit within 30 days following the issuance of the Revised Building Permit or when all appeals, if any, are exhausted, whichever occurs later (the "**Release Date**").

8.1. The Astor Parties, on behalf of themselves, their officers, directors, members, shareholders, partners, employees, attorneys, agents, affiliates, parents, subsidiaries, sureties, insurers, successors, subrogees, and assigns (collectively, the "**Astor Releasors**"), irrevocably release, acquit, forever discharge, and covenant not to sue City, its officers, commissioners, employees, attorneys, agents, sureties, insurers, successors, subrogees, and assigns (collectively, the "**City Releasees**"), of and from any and all claims, demands, rights, damages, claims for liquidated damages, costs, expenses, attorneys' fees, subrogation rights, compensation, lawsuits, obligations, promises, administrative actions, charges and causes of action, in law or in equity, of any kind whatsoever, whether unknown, known or reasonably ascertainable, that the Astor Releasors have had or may now have against the City Releasees, including, without limitation, (i) any claims relating to or arising out of the LEA and any modifications thereto, and (ii) any and all claims raised or that could have been raised in the City Action (the "**Astor Released Claims**"). Subject to the foregoing, the Astor Released Claims shall not operate to release the City Releasees for any rights or obligations that exist on the part of the City Releasees under this Settlement Agreement, the Amended LEA, or the declaration of condominium to be recorded in connection with the Development Proposal.

8.2. City, on behalf of itself, its officers, commissioners, employees, attorneys, agents, sureties, insurers, successors, subrogees, and assigns (collectively, the "**City**

Releasors”), irrevocably releases, forever discharges, and covenants not to sue the Astor Parties, their officers, directors, members, partners, employees, attorneys, agents, sureties, insurers, successors, subrogees, and assigns (collectively, the “Astor Releasees”), of and from any and all claims, demands, rights, damages, claims for liquidated damages, costs, expenses, attorneys’ fees, subrogation rights, compensation, lawsuits, obligations, promises, administrative actions, charges and causes of action, in law or in equity, of any kind whatsoever, whether unknown, known or reasonably ascertainable, that City Releasors have had or may now have against the Astor Releasees, including, without limitation, (i) any claims relating to or arising out of the LEA and any modifications thereto, (ii) any and all claims raised or that could have been raised in the City Action; and (iii) any and all claims or rights of ownership, possession, or use of the Astor Property (the “City Released Claims”). Subject to the foregoing, the City Released Claims shall not operate to release the Astor Releasees for any rights or obligations that exist on the part of the Astor Releasees under this Settlement Agreement, the Amended LEA, or the declaration of condominium to be recorded in connection with the Development Proposal.

8.3. The Parties agree that, within two (2) business days of the Release Date, City and the Astor Parties will cause to be filed a Joint Stipulation for Entry of Agreed Order of Dismissal with Prejudice of the City Action in the form attached hereto as **Exhibit “E.”** Upon the entry of the Agreed Order of Dismissal with Prejudice of the City Action, the Litigation Agreement and all of the terms thereof shall thereafter be of no further force and effect.

9. **Good Faith Agreement.** This Settlement Agreement, and its negotiation, execution, and enforcement, shall not constitute an admission or concession of liability or wrongdoing on the part of any of the Parties, and none of the Parties shall claim or assert that this Settlement Agreement constitutes any such admission or concession. The Parties acknowledge that there exist outstanding claims among them and that this Settlement Agreement is being entered into solely in an effort to resolve all claims related to the LEA, the Astor Property Trolley Station, the City Action, and the Ward Final Judgment.

10. **Related Documents and Order of Precedence.** In the event of any inconsistent or incompatible provisions between this Settlement Agreement and the Amended LEA, this Settlement Agreement shall take precedence over any other agreement so that, among the Parties

to this Settlement Agreement, the provisions in this Settlement Agreement shall control any conflict as between or among the Settlement Agreement and the Amended LEA.

11. **Termination of the Settlement Agreement.** If this Settlement Agreement is terminated for any reason, including pursuant to the provisions of Sections 3.1, 3.2, 3.3, 5.3, 5.4, 5.5, or 20.1 herein, this Settlement Agreement will be deemed void *ab initio* (a "**Termination**"). Upon a Termination, either Party may file in the City Action a notice of termination of the Settlement Agreement and motion to lift the stay, whereupon the Court will lift the stay, the City Action shall recommence, and either Party may pursue any additional claims against the other in the City Action, or a separate action, as the Parties deem, in their sole and absolute discretion, necessary, appropriate, or advisable. If such a Termination occurs after the transfer of the City Property to the Astor Parties under the terms of the Amended LEA, the Astor Parties shall re-convey to City the City Property forthwith.

12. **Ward Final Judgment.** The Astor Parties may elect, at their sole and absolute discretion, to: (i) continue to defend the appeal of the order granting final summary judgment (the "**Ward Final Judgment**") in favor of City of Miami and Astor Trolley, and against the plaintiffs in that certain action against the City of Miami, which is captioned *Ward v. City of Miami*, Case No. 13-03848 (11th Jud. Cir.) (the "**Ward Action**") before the Third District Court of Appeal; (ii) settle the appeal of the Ward Final Judgment with the plaintiffs in the Ward Action upon any such terms that the Astor Parties deem appropriate; or (iii) take any other action with respect to the appeal of the Ward Final Judgment that the Astor Parties deem appropriate.

13. **Time is of the Essence.** Time is of the essence with respect to all matters in and requirements of this Settlement Agreement as to the Astor Parties and as to City.

14. **Binding Effect.** This Settlement Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective successors and assigns.

15. **No Other Beneficiaries.** There are no third party beneficiaries of this Settlement Agreement and third parties are not entitled to rely upon its recitals, terms, or provisions.

16. **Waiver.** No waiver of any right of any of the Parties under this Settlement Agreement shall be effective unless such waiver is in writing and executed by such party and notice thereof is given to all other Parties.

17. **Further Assurances.** Each of the Parties agrees to execute such further and additional documents, instruments, and writings as may be necessary, proper, required, desirable,

or convenient for the purpose of fully effectuating the terms and provisions of this Settlement Agreement.

18. **Entire Agreement.** This Settlement Agreement constitutes the entire agreement of release and settlement between the Parties other than as set forth in the related documents identified in Section 10 of this Settlement Agreement. Each of the Parties acknowledge and agree no representations, warranties, or promises have been made to or relied upon by them or by any person acting for or on their behalf, in connection with the subject matter of this Settlement Agreement, which are not explicitly set forth herein. Any and all prior or contemporaneous representations, warranties, or promises made by either party to the other, whether made orally or in writing, made in the negotiation or preparation of this Settlement Agreement, or otherwise, are intended to be merged into this Settlement Agreement. Additionally, that certain agreement between City and "Astor Development" dated April 23, 2013, is null and void; provided, however, that in the event this Settlement Agreement is terminated pursuant to Section 11 hereof, such agreement shall be reinstated and in full force and effect.

19. **Amendment or Modification.** This Settlement Agreement may be amended or modified only by a written instrument signed by all Parties.

20. **Inseverability.**

20.1. If, at any time prior to the Release Date, any portion(s) of this Settlement Agreement, which is reasonably deemed to be essential by the Astor Parties, is determined by a court of competent jurisdiction to conflict with any federal, state, or local law, and, as a result, such portion(s) is declared to be invalid and of no force or effect, this Settlement Agreement in its entirety, including all other portions thereof, shall also be of no force and effect in which event the terms of Section 11 hereof shall apply.

20.2. From and after the Release Date the rights and obligations of the Parties shall be as set forth in the Amended LEA.

21. **Notice.** All notices, other than service of process, pursuant to this Settlement Agreement shall be provided by hand-delivery, electronic mail, and United States mail, postage prepaid, to the Parties, as follows:



**ASTOR PARTIES:**

Henry Torres  
Peter Torres  
Astor Development  
SBS Tower  
2601 South Bayshore Drive, Suite 1800  
Miami, FL 33133

With a copy to:

Alan T. Dimond, Esq.  
Greenberg Traurig, P.A.  
333 S.E. 2<sup>nd</sup> Avenue  
Suite 4400  
Miami, Florida 33131  
[dimonda@gtlaw.com](mailto:dimonda@gtlaw.com)

and

Mario Garcia-Serra, Esq.  
Gunster  
600 Brickell Avenue  
Brickell World Plaza  
Suite 3500  
Miami, Florida 33131  
[MGarcia-Serra@gunster.com](mailto:MGarcia-Serra@gunster.com)

**CITY:**

Craig E. Leen, Esq.  
City Attorney  
City of Coral Gables, Florida  
405 Biltmore Way  
Coral Gables, Florida 33134  
[cleen@coralgables.com](mailto:cleen@coralgables.com)

With a copy to:

Stephen J. Helfman, Esq.  
Weiss Serota Helfman  
Pastoriza Cole & Boniske, P.L.  
2525 Ponce De Leon Boulevard, Suite 700  
Coral Gables, Florida 33134  
[shelfman@wsh-law.com](mailto:shelfman@wsh-law.com)

Upon written notice pursuant to this Section, either party may change the name and/or address of those to whom notice shall be provided under this Settlement Agreement.

22. **Capacity and Authority.** The Parties entering into this Settlement Agreement have the capacity and authority to do so, and no third party has any rights which could affect the validity or legality of this Settlement Agreement or the enforcement of its terms. Any limited liability company, corporation, partnership, or other business entity signing this Settlement Agreement represents and warrants that such execution is in compliance with any required resolution of the entity, its officers, directors, members, or shareholders. Any individual signing this Settlement Agreement on behalf of another individual, a limited liability company, a corporation, a partnership, or other business entity represents and warrants that he or she has the full authority to do so.

23. **Terms of Settlement Agreement Negotiated.** This Settlement Agreement has been negotiated and drafted by the Parties and their representatives. The Parties to this Settlement Agreement represent and warrant that they have read and understand this Settlement Agreement and have had an opportunity to consult with their respective counsel concerning its legal effect. No rule of construction shall apply to this Settlement Agreement construing its provisions in favor of or against any party.

24. **Fees and Costs.** In the event of a dispute arising under this Settlement Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees, expert fees, and costs, including attorneys' fees, expert fees, and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include all costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

25. **Governing Law.** This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to principles of conflicts of law.

26. **Venue.** The Parties agree that the exclusive venue of any litigation to enforce the provisions of this Settlement Agreement shall be in the Eleventh Judicial Circuit Court in and for

Miami-Dade County, Florida (the "Circuit Court"). The Parties further agree to submit to the jurisdiction of the Circuit Court to enforce the provisions of this Settlement Agreement.

27. Jury Trial Waiver. The Parties waive the right to a trial by jury of any matter arising under or relating to this Settlement Agreement or any instruments executed pursuant to this Settlement Agreement.

28. Execution in Counterparts. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have read and understood the terms and conditions of this Settlement Agreement, agree to be bound by all of its provisions, and have executed this Settlement Agreement on the date shown by their signatures below.

**[SIGNATURE PAGES TO FOLLOW]**

ASTOR TROLLEY, LLC

By: \_\_\_\_\_

Manager-Member

Print Name: Henry Torres

Date: \_\_\_\_\_

7/8/14

Witness Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

Witness Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

STATE OF FLORIDA )

COUNTY OF MIAMI DADE )

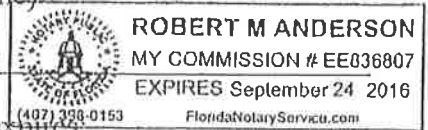
The foregoing instrument was subscribed, sworn and affirmed to before me this 8 day of July, 2014, by HENRY TORRES, as MEM of ASTOR TROLLEY, LLC, who has sworn he/she is authorized to sign this Settlement Agreement on behalf of ASTOR TROLLEY, LLC, and who is personally known to me, or who provided the following identification \_\_\_\_\_

Notary Public, State of FLORIDA

(Print Notary Name)

Commission No.:

My commission expires:



MERRICK MANOR, LLC, F/K/A 4111 LE  
JEUNE, LLC

By: \_\_\_\_\_

Manager-Member

Print Name: Henry Torres

Witness Signature

Printed Name

Date

Witness Signature

Printed Name

Date

STATE OF FLORIDA )

COUNTY OF MIAMI DADE )

The foregoing instrument was subscribed, sworn and affirmed to before me this 8 day of July, 2014, by HENRY TORRES, as MEM of MERRICK MANOR, LLC, F/K/A 4111 LE JEUNE, LLC, who has sworn he/she is authorized to sign this Settlement Agreement on behalf of MERRICK MANOR, LLC, F/K/A 4111 LE JEUNE, LLC, and who is personally known to me, or who provided the following identification \_\_\_\_\_

Notary Public, State of FLORIDA

R.M. ANDERSON

(Print Notary Name)

Commission No.:

My commission expires



ROBERT M ANDERSON

MY COMMISSION # EE036807

EXPIRES September 24 2016

FloridaNotaryService.com

This Settlement Agreement is contingent upon approval of the City Commission.

ATTEST:

CITY OF CORAL GABLES, FLORIDA

By: Walter J. Foeman  
City Clerk

By: Craig E. Leen  
City Attorney, pursuant to the authority granted  
under Section 2-201(e)(6) of the City Code

Print Name: Walter J. Foeman

Print Name: Craig E. Leen

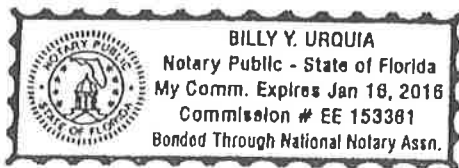
Date: 7/8/14

Date: July 8, 2014

STATE OF FLORIDA )

COUNTY OF MIAMI-DADE )

The foregoing instrument was subscribed, sworn and affirmed to before me this 8<sup>th</sup> day of July, 2014, by Craig E. Leen, as City Attorney for the CITY OF CORAL GABLES, FLORIDA pursuant to the authority granted under Section 2-201(e)(6) of the City Code who has sworn he/she is authorized to sign this Settlement Agreement on behalf of the CITY OF CORAL GABLES, FLORIDA, and who is personally known to me, or who provided the following identification \_\_\_\_\_



B. Y. Urquia  
Notary Public, State of Florida  
Billy Y. Urquia  
(Print Notary Name)

Commission No.: EE 153381

My commission expires: 01/18/2016

**EXHIBIT "A"**

**FORM OF AMENDED LEA**

## AMENDMENT TO LAND EXCHANGE AGREEMENT

THIS AMENDMENT TO LAND EXCHANGE AGREEMENT (the "Amendment") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2014 (the "Effective Date") of this Amendment by and between City of Coral Gables, a Florida municipal corporation ("City"), Astor Trolley, LLC, a Florida limited liability company ("Astor"), and Merrick Manor, LLC, a Florida limited liability company formerly known as 4111 Le Jeune, LLC, a Florida limited liability company ("Lejeune"; Astor and Lejeune shall be referred to collectively herein as the "Astor Parties").

### **RECITALS**

A. Astor, City and Lejeune entered into that certain Land Exchange Agreement dated as of September 20, 2012 (the "**Original Agreement**"; any capitalized but undefined term utilized herein shall have the meaning given to such term in the Original Agreement), pursuant to which City agreed to convey to Lejeune fee simple title to the City Property in exchange for Astor constructing the Trolley Station on the Astor Land and conveying to City the Astor Property.

B. Astor completed construction of the Trolley Station but certain neighboring property owners commenced litigation concerning the proposed use of the Trolley Station constructed on the Astor Land and in connection therewith certain litigation was commenced by the City against the Astor Parties under Case No. 2013-29113-CA-01 (the "**Litigation**").

C. In connection with the settlement of the Litigation, the parties hereto have entered into a settlement agreement of even day herewith (the "**Settlement Agreement**") and pursuant thereto, the parties are entering into this Amendment to amend the Original Agreement in certain respects as more particularly set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Property.** The Astor Property will no longer be transferred to City. All terms and provisions of the Original Agreement providing for the construction of the Trolley Station by Astor and the transfer by Astor of the Astor Property to City are hereby deleted and rescinded in their entirety. The City shall still transfer fee simple title to the City Property to Lejeune at the City Land Closing and, in lieu of transferring the Astor Property to City at the Trolley Station Closing (hereinafter defined in Section 13(b) below), Lejeune shall, upon completion of the New Trolley Station Improvements (hereinafter defined in Section 3(b)(ii)), transfer to City the following property and rights owned and/or held by Lejeune:

- (a) the completed New Trolley Station Improvements, which will be owned as a condominium parcel, and built pursuant to the New Trolley Station Construction Plans (hereinafter defined in Section 11(b) to be located on a portion of that



certain land owned by Lejeune and more particularly described on **Exhibit "A-1"** attached hereto (the "**Lejeune Land**") as of the Trolley Station Closing; The New Trolley Station Improvements shall be conveyed to City as a condominium parcel (the "**Trolley Station Condo Parcel**"; and together with the New Trolley Station Improvements collectively the "**New Trolley Station**"), which Trolley Station Condo Parcel will be located on that portion of the Lejeune Land as depicted on **Exhibit "A-2"** attached hereto.

3. **Consideration.**

- (a) The consideration for the conveyance of the New Trolley Station to City shall be:
- (i) The conveyance of the City Property to Lejeune; and
  - (ii) The completion of the City Streetscape Improvements by the City in accordance with Section 3(a)(ii) of the Original Agreement; and
  - (iii) The conveyance of an easement over the alley abutting the Lejeune Land depicted in **Exhibit "B"** attached hereto, for a new sewer line and/or other utility line extension in accordance with Section 11(j) of this Amendment.
- (b) The consideration for the conveyance of the City Property to Lejeune shall be:
- (i) The conveyance of the New Trolley Station to City;
  - (ii) The construction, at Lejeune's sole cost and expense, of a new equipped municipal trolley car facility in the Trolley Station Condo Parcel to be located upon a portion of the Lejeune Land pursuant to the New Trolley Station Construction Plans as approved by the City pursuant to Section 11 hereof (the "**New Trolley Station Improvements**") and otherwise in accordance with the terms and conditions set forth in this Amendment.
  - (iii) The reimbursement by Astor of costs and expenses of City in accordance with Section 3(b)(iv) of the Original Agreement, including attorneys' fees and costs related to the Litigation, but excluding customary post-closing expenses incurred following the date of the Trolley Station Closing, which reimbursement shall be subject to a maximum total cap of \$300,000 (the "**Cap**") for reimbursed fees and expenses. The said \$300,000 to be paid by Astor, to the extent that the City incurred such fees and expenses, upon issuance of the Revised Building Permit (hereinafter defined) in accordance with Section 6 of the Settlement Agreement. It is understood and agreed that fees and expenses amounting to \$77,000 have been reimbursed by Astor as of the Effective Date of this Amendment and that all said fees and expenses reimbursed by Astor as of the Effective Date of this Amendment **shall not** count against the Cap.

- (iv) The completion of the Undergrounding and Off-Site Improvements by Lejeune in accordance with Sections 3(a)(ii) and 3(b)(v) of the Original Agreement.

Notwithstanding anything in the Original Agreement to the contrary, neither Lejeune nor Astor shall be responsible for the reimbursement to the City of any Relocation Costs.

4. **Conditions Precedent.**

- (a) Following are the conditions precedent to Lejeune's obligations to close on the acquisition of the City Property (collectively the "**Lejeune Transfer Conditions Precedent**").
  - (i) Lejeune shall have obtained the Lejeune Land Public Approvals (hereinafter defined) for the project as reflected in the plans attached hereto as Exhibit "E" (the "Merrick Manor Project") which now includes the New Trolley Station. The term "**Lejeune Land Public Approvals**" shall mean the approval by City's City Commission of a request pursuant to Sections 3-1801 through 3-1809 of City's Zoning Code of a Government Settlement that grants all necessary land use and zoning approvals for the Merrick Manor Project (including any modifications and conditions imposed by the City Commission and acceptable to Lejeune), with no lawsuit or other legal challenge having been initiated within thirty (30) days of the City Commission's approval, or if a lawsuit or other legal challenge has been initiated, final non-appealable resolution thereof upholding the City Commission's approval. If the City approves the Lejeune Land Public Approvals with modifications, and such modifications are not acceptable to Lejeune, then Lejeune may terminate this Amendment and the Settlement Agreement by providing written notice to the City of their election to terminate within five (5) business days of the City Commission approving the modified Lejeune Land Public Approvals. The term Lejeune Land Public Approvals is referred to as the Development Proposal in the Settlement Agreement.
  - (ii) Lejeune shall have obtained a written loan commitment from a financial institution having assets of at least One Billion Dollars (or any other lender reasonably acceptable to the City), on terms satisfactory to Lejeune, for the construction of the Merrick Manor Project, as contemplated by this Amendment.
  - (iii) No uncured event of default of the Original Agreement as amended by this Amendment on the part of City shall exist and be continuing as of the City Land Closing (hereinafter defined in Section 13(a) below).

- (iv) No material adverse change shall have occurred after the Effective Date of the Original Agreement with respect to the City Land or the condition thereof, including title, survey, environmental, or legal (including, without limitation, land use and zoning matters) which remains uncured as of the City Land Closing.
  - (v) The representations and warranties of the City in the Original Agreement as amended by Section 9 of this Amendment shall be true and correct in all material respects as of the City Land Closing.
- (b) In the event any of the Lejeune Transfer Conditions Precedent set forth in Sections 4(a)(i) through 4(a)(v), both inclusive, are not fulfilled as of the date of the City Land Closing (or earlier date if specified otherwise), then the Astor Parties shall have the option of either: (i) waiving the condition and closing "as is" without claim against the City or (ii) terminating this Amendment whereupon the terms of Section 11 of the Settlement Agreement shall apply.
- (c) Following are the conditions precedent to the City's obligation to close on the transfer of the City Property to Lejeune (collectively the "**City Transfer Conditions Precedent**"):
  - (i) No uncured event of default of the Original Agreement as amended by this Amendment on the part of Astor or Lejeune shall exist and be continuing as of the City Land Closing.
  - (ii) No material adverse change shall have occurred after the Effective Date of the Original Agreement with respect to the Lejeune Land or the condition thereof, including title, survey, environmental, or legal (including, without limitation, land use and zoning matters) which remains uncured as of the City Land Closing.
  - (iii) The representations and warranties of Astor and Lejeune in the Original Agreement as amended by Section 9 of this Amendment shall be true and correct in all material respects as of the City Land Closing.
  - (iv) City, as tenant and Lejeune, as landlord shall have executed a lease agreement ("**Lease**") for the continued use of the existing trolley building and facility located on the City Land (collectively "**Leased Premises**"), which shall contain provisions regarding the rights and obligations of the parties thereto that are reasonably satisfactory to Lejeune and the City, including, without limitation, substantially those provisions set forth in **Exhibit "I"** attached hereto and made a part hereof.
  - (v) City, at its sole cost and expense, shall have obtained the approval of the Federal Transportation Administration ("FTA") as to the location of the New Trolley Station within the Merrick Manor Project following an equity analysis that may be required by the FTA. Notwithstanding anything

contained herein to the contrary, and for purposes of this Amendment only, City shall be solely responsible, at its sole cost and expense, for compliance with any FTA guidelines or requirements regarding the siting of the New Trolley Station.

- (vi) Each of the Lejeune Transfer Conditions Precedent set forth in Sections 4(a)(i) through 4(a)(v), both inclusive, shall also constitute City Transfer Conditions Precedent.
- (d) In the event any of the foregoing City Transfer Conditions Precedent set forth in Sections 4(c)(i) through (c)(vi), both inclusive, are not fulfilled as of the date of the City Land Closing (or earlier date if specified otherwise), then the City shall have the option of either: (i) waiving the condition and closing "as-is" without claim against Astor or Lejeune or (ii) terminating this Amendment whereupon the terms of Section 11 of the Settlement Agreement shall apply.
- (e) Following are the conditions precedent to the City's obligation to close on the acquisition of the Trolley Station Condo Parcel (collectively the "**City Condo Parcel Conditions Precedent**"):
  - (i) Lejeune shall have reimbursed the City for any and all Reimbursable Expenses incurred by the City pursuant to Section 3(b)(iv) of the Original Agreement (as amended by Section 3(b)(iii) of this Amendment) to the date of the Trolley Station Closing then remaining unpaid which both parties agree shall not exceed the Cap inclusive of attorneys' fees.
  - (ii) No uncured event of default of the Original Agreement as amended by this Amendment on the part of Astor or Lejeune shall exist and be continuing as of the Trolley Station Closing.
  - (iii) No material adverse change shall have occurred after the Effective Date of the Original Agreement with respect to the Lejeune Land or the condition thereof, including title, survey, environmental, or legal (including, without limitation, land use and zoning matters) which remains uncured as of the Trolley Station Closing. In this regard, Lejeune, at its sole cost and expense, shall have provided the City at least fifteen (15) days prior to the Trolley Station Closing with; (1) an update of the Commitment; (2) an "as built" survey as well as a CD with all final permitted plans, as they may have been revised, in CAD format; and (3) a supplement of the Initial Environmental Lejeune Report (hereinafter defined in Section 8 hereof).
  - (iv) The representations and warranties of Lejeune set forth in the Original Agreement as amended by Section 9 of this Amendment shall be true and correct in all material respects as of the Trolley Station Closing.

- (v) Lejeune shall have timely (in accordance with the terms of this Amendment) (1) reached Substantial Completion (hereinafter defined in Section 11(g)(ii) hereof) of the New Trolley Station pursuant to the New Trolley Station Construction Plans; and (2) received a temporary certificate of completion, or its equivalent, from the City, free and clear of all liens and claims concerning the construction and equipping of the New Trolley Station, which temporary certificate of completion contains only conditions that may be satisfied by Lejeune within ninety (90) days of its issuance.
- (vi) As set forth in Section 11(h) below, the Architect (as hereinafter defined), Lejeune and City shall have made the Pre-Closing Inspection and correction of any Non-Conforming Work shown on the Non-Conforming Work List shall have been timely completed to the reasonable satisfaction of the Architect; provided, however, in the event that Lejeune has (1) reached Substantial Completion of the New Trolley Station and (2) received a temporary certificate of completion or occupancy, or its equivalent, from the City for the New Trolley Station, then notwithstanding anything in the Original Agreement as amended by this Amendment to the contrary, such Non-Conforming Work shall be corrected by Lejeune within ninety (90) days following the date of the Trolley Station Closing.
- (vii) At least five (5) days prior to the Trolley Station Closing, Lejeune shall execute and deliver to City the Beneficial Interest Affidavit in accordance with Section 4(c)(vii) and Exhibit E of the Original Agreement.
- (viii) Intentionally Deleted.
- (ix) Appropriate water, sanitary sewer, electric and telephone service shall be available to the perimeter of and connected to the City Condo Parcel with sufficient capacity for City's intended use thereof as a trolley station and there shall be appropriate direct and uninterrupted access for pedestrian and vehicular traffic to Laguna Street, a publicly dedicated street and the Relocated Alley sufficient for construction and use of the Trolley Station Condo Parcel for City's intended use as a trolley station.
- (x) The Declaration of Condominium which shall govern the Trolley Station Condo Parcel shall have been recorded and amended to contain provisions regarding the rights and obligations of such Trolley Station Condo Parcel and the owner thereof that are reasonably satisfactory to the City, including, without limitation, the following:
  - (1) The Trolley Station Condo Parcel, while owned by the City, shall be freely alienable, transferable or otherwise sold without the necessity of obtaining approval from the governing board

of the condominium (the "Association"), the Astor Parties, or any other third party. In the event the City transfers the Trolley Station Condo Parcel, any subsequent transfers thereof shall be subject only to those restrictions imposed on other commercial unit owners (if any) within the Merrick Manor Project.

- (2) The Trolley Station Condo Parcel may be used for parking, storage and repair of trolley cars for the City which will include office and administrative space for operations and for any other purposes permitted under the City of Coral Gables Comprehensive Plan and the City Zoning Code, as they may be amended from time to time.
- (3) Use of the Trolley Station Condo Parcel in connection with the City's intended use (as defined in sub-section (2) immediately above) shall not be deemed a nuisance to other owners of units within the Merrick Manor Project.
- (4) The rules, regulations, bylaws, and other governing documents of the Association and the Merrick Manor Project shall not in any way restrict the City's intended use of the Trolley Station Condo Parcel by the City or its successors and/or assigns, including the hours of operation thereof.
- (5) The Association shall in no way restrict ingress, egress, or direct vehicular or pedestrian access (collectively, "Access") to or from the Trolley Station Condo Parcel and shall, to the extent necessary, grant any easements over any common elements for the purpose of Access to or from the Trolley Station Condo Parcel onto a publicly dedicated right-of-way.
- (6) The Trolley Station Condo Parcel shall be responsible for its prorata portion of regular maintenance assessments or impositions by the Association that provide a direct benefit to the Trolley Station Condo Parcel. The prorata portion of the Trolley Station Condo Parcel shall be based on the square footage of such parcel relative to the aggregate square footage of the Merrick Manor Project, however, a fifty percent (50%) discount factor shall be applied so long as the City owns the Trolley Station Condo Parcel. For example, if the Trolley Station Condo Parcel comprises two percent (2%) of the aggregate square footage of the Merrick Manor Project, then the City shall be responsible for one percent (1%) of such regular maintenance assessments and impositions of the Association. Similarly, the Trolley Station Condo Parcel shall also be responsible for its prorata portion of special assessments or similar impositions which are for structural repairs or similar

matters concerning the building, and attached buildings, within the Merrick Manor Project which houses the New Trolley Station and that provide direct benefit to the Trolley Station Condo Parcel. Notwithstanding the foregoing, in the event that the Florida Department of Business and Professional Regulation, or any other state governing authority which regulates condominiums determines that the above referenced allocation of assessments is prohibited under existing laws and regulations, then the Trolley Station Condo Parcel shall be assessed at the lowest rate consistent with applicable regulations; provided however that in all cases, the Trolley Station Condo Parcel shall be exempt from special assessments or similar impositions which are for matters other than structural repairs or similar matters concerning the building, and attached buildings.

- (7) The Astor Parties shall assign, at no cost, eighteen (18) designated parking spaces to the City within the parking garage for the Merrick Manor Project which parking spaces shall be in the locations as set forth on **Exhibit "G"** attached hereto.
  - (8) The City shall, subject to the reasonable discretion of the Astor Parties, have the right to apply and/or affix to the exterior of the Trolley Station Condo Parcel artwork of a type placed by the City under its Art in Public Places Program.
  - (9) The Association shall not have the power or right to amend any of the foregoing provisions affecting the Trolley Station Condo Parcel without the consent of the owner of the Trolley Station Condo Parcel.
- (f) In the event any of the foregoing City Condo Parcel Conditions Precedent set forth in Sections 4(e)(i) through (e)(x), both inclusive, are not fulfilled as of the date of the Trolley Station Closing (or earlier date if specified otherwise), then the City shall have the option of either: (i) waiving the condition and closing "as-is" without claim against Astor or Lejeune or (ii) extending the date of the Trolley Station Closing, with the consent of Lejeune, for a period of up to thirty (30) days in order to provide additional time within which such unsatisfied City Condo Parcel Conditions Precedent may be satisfied. In the event that the City elects option (ii) above, then the Trolley Station Closing shall occur on the date that is ten (10) business days following the timely satisfaction of all such unsatisfied City Condo Parcel Conditions Precedent.

5. **Conveyances.** The term "Grantor", as used in the Original Agreement, is hereby revised to mean and refer to City for purposes of conveying title to the City Property to Lejeune, and Lejeune for purposes of conveying title to the Trolley Station Condo Parcel to City. The term "Grantee", as used in the Original Agreement, is hereby revised to mean and refer to City

with respect to acquiring title to the Trolley Station Condo Parcel from Lejeune, and Lejeune with respect to acquiring title to the City Property from City. The term "**Grantor's Property**" as used in the Original Agreement is hereby revised to mean and refer to the City Property as to City, and the Trolley Station Condo Parcel as to Lejeune. The term "**Acquisition Property**" as used in the Original Agreement is hereby revised to mean and refer to the City Property as to Lejeune, and the Trolley Station Condo Parcel as to City.

6. **Property Exchange at Closing.** Section 6 of the Original Agreement is hereby deleted in its entirety.

7. **Title.** All references to the "Astor Property" in Section 7(a) of the Original Agreement are revised to read the "Trolley Station Condo Parcel", provided that: (i) the Commitment shall be delivered within fifteen (15) days following the Effective Date of this Amendment, and instead of the Survey, Lejeune shall provide City with a copy of its existing boundary survey of the Lejeune Land showing the approximate location of where the Trolley Station Condo Parcel will be constructed; and (ii) the Title Review Period with respect to City's review of title and survey as to the Lejeune Land shall be for a period of twenty (20) days following City's receipt of the said Commitment and survey. The term "**Closing**", as used in Section 7(b) of the Original Agreement shall mean the City Land Closing with respect to the transfer of title to the City Property and the Trolley Station Closing with respect to the transfer of title to the New Trolley Station.

8. **Inspection Period.** Anything herein contained to the contrary notwithstanding, it is understood and agreed that City acknowledges and agrees that City has been afforded access to the Lejeune Land and has inspected (or its representatives have inspected) the Lejeune Land (and any matters relating to the physical condition of the Lejeune Land, including, without limitation, the review of Phase I Environmental Site Assessments as follow (the "**Initial Lejeune Environmental Report**")):

With respect to that portion of the Lejeune Land located at:

- (i) 4027/4031 & 4111 LeJeune Road- Report No. ADG 764-06 2010 dated July 6, 2010;
- (ii) 4102, 4110, 4120 Laguna Street and 301 Altara Avenue- Report No. ADG 764-07 2011 dated February 9, 2011;
- (iii) 4133 LeJeune Road- Report No. ADG 764-10 2011 September 1, 2011

The Astor Parties will obtain a reliance letter from the Environmental Contractor, reasonably acceptable to the City, and deliver the same to the City within ten (10) days from the Effective Date hereof.

9. **Grantor's Representations and Warranties.** The term "**Closing**" as used in Section 12 of the Original Agreement, is hereby revised to mean and refer to the Trolley Station Closing with respect to the Trolley Station Condo Parcel and as to the City Land Closing with respect to the City Property. The reference to "Trolley Station" and "Astor Land" in Section



12(o) of the Original Agreement are hereby revised to read "New Trolley Station" and "Lejeune Land" respectively.

10. Real Estate Taxes/Assessment. The terms "Astor," "Astor Property" and "Closing" as used in Sections 16 and 17 of the Original Agreement are hereby revised to read "Lejeune," "New Trolley Station" and "Trolley Station Closing" respectively.

11. Construction of New Trolley Station.

(a) Lejeune's Responsibilities/Conformity of Plans. Lejeune shall be responsible, at its sole cost and expense, for the preparation of all plans and specifications for the construction of the New Trolley Station, and such plans and specifications shall be subject to the approval of the City pursuant to the terms and conditions set forth in Section 11(b) hereof. Notwithstanding any other provision or term of this Amendment or any Exhibit hereto, New Trolley Station Construction Plans and all Work (hereinafter defined in Section 11(c) hereof) by Lejeune with respect to the Lejeune Land and the construction of the New Trolley Station thereon shall be in conformity with all Applicable Laws and, to the extent consistent with the above, the provisions of this Amendment.

(b) Plans. The City acknowledges that prior to the execution of this Amendment Lejeune has submitted to the City drawings prepared by Behar Font and Partners, P.A. (the "Architect") entitled "Proposed Mixed-Use Building, dated June 5, 2014, and containing two (2) sheets, attached hereto and made a part hereof as Exhibit "C" (which along with the items and systems provided for in Exhibit "FF&E" attached hereto collectively comprise the "Conceptual Plans"). Within ninety (90) days following the Effective Date of this Amendment, Lejeune shall provide City with constructions plans for the Proposed New Trolley Station that (1) are consistent with the Conceptual Plans; (2) reflect the specifications for the items of FF&E; and (3) include adequate sound proofing, ventilation and other environmental features that are necessary in light of the City's intended use of the New Trolley Station within the Merrick Manor Project (the "New Trolley Station Construction Plans"). The City's approval of the New Trolley Station Construction Plans shall not be unreasonably withheld or denied. When the City receives the New Trolley Station Construction Plans for review and approval, if no written response from the City is delivered to Astor within fifteen (15) business day after the date such New Trolley Station Construction Plans is delivered to the City, such New Trolley Station Construction Plans shall be deemed approved, except that no violations of applicable governmental ordinances, codes, plans, laws, regulations or of this Amendment shall be deemed waived thereby. In the event of a disapproval, Lejeune shall, within fifteen (15) days after the date Lejeune receives the written notice of such disapproval, resubmit such New Trolley Station Construction Plans to the City, altered to meet the grounds of disapproval. Any resubmission shall be subject to review and approval by the City, in accordance with the procedure hereinabove provided (i.e. the City shall have fifteen (15) business days to approve or disapprove such modification to the New Trolley Station Construction Plans). The City and

Lejeune shall in good faith attempt to resolve any disputes concerning the approval of the New Trolley Station Construction Plans. Any disapproval by the City under this Section 11(b) shall be in good faith, and the City shall include a description in reasonable detail of the changes that the City is requiring, with respect to the New Trolley Station Construction Plans for which Lejeune is seeking approval, in order that the City will consent to the same. Lejeune acknowledges and agrees that any approval given by or submission to City pursuant to this Section 11 shall not constitute an opinion or agreement by the City that the New Trolley Station Construction Plans are structurally sufficient or in compliance with any Applicable Laws. Once the City has approved or is deemed to have approved the New Trolley Station Construction Plans, any proposed modification to the New Trolley Station Construction Plans shall require the prior written consent of the City. The City's consent shall not be unreasonably withheld or denied; provided, however, if the modification is a material modification, then the City's consent may be granted or denied in the City's sole and absolute discretion. A "material change" for purposes of this Section 11(b) means, a change in materials or method of construction or design which (i) is of lesser quality (including, without limitation, appearance), (ii) is below the industry standard for a project comparable to the New Trolley Station, or (iii) would limit the use of the New Trolley Station for the City's intended use from its original design, as any of which is determined by the City in its sole and absolute discretion. In the event that the City's consent to a modification is required, then if no written response from the City is delivered to Astor within fifteen (15) business days after the date such modification to the New Trolley Station Construction Plans is delivered to the City, such modification shall be deemed approved, except that no violations of applicable governmental ordinances, codes, plans, laws, regulations or of this Amendment shall be deemed waived thereby. In the event of a disapproval, Lejeune shall, within fifteen (15) days after the date Lejeune receives the written notice of such disapproval, resubmit such modification to the New Trolley Station Construction Plans to the City, altered to meet the grounds of disapproval. Any resubmission shall be subject to review and approval by the City, in accordance with the procedure hereinabove provided (i.e. the City shall have fifteen (15) business days to approve or disapprove such modification to the New Trolley Station Construction Plans). The City and Lejeune shall in good faith attempt to resolve any disputes concerning any modification to the New Trolley Station Construction Plans which requires the consent of the City pursuant to the terms hereof. Any disapproval by the City under this Section 11(b) shall be in good faith, and the City shall include a description in reasonable detail of the changes that the City is requiring, with respect to the modification to the New Trolley Station Construction Plans for which Lejeune is seeking approval, in order that the City will consent to the same. Lejeune acknowledges and agrees that any approval given by or submission to City pursuant to this Section 11 shall not constitute an opinion or agreement by the City that the New Trolley Station Construction Plans are structurally sufficient or in compliance with any Applicable Laws.

- (c) Construction Contract/General Contractor. Lejeune shall enter or has entered into a construction contract (the "**Construction Contract**") by and between Lejeune, as owner, and a duly licensed Florida general contractor ("**General Contractor**") for the construction of the New Trolley Station pursuant to the New Trolley Station Construction Plans. Pursuant to the Construction Contract, the General Contractor shall warrant and guaranty that General Contractor shall repair, replace or correct any defective Work (hereinafter defined in Section 11(e) below) or materials which are discovered and brought to the attention of the General Contractor in writing within a period of one (1) year from the date the final certificate of occupancy or final certificate of completion of the New Trolley Station is issued.
- (d) Facilities to be Constructed and Equipped. Lejeune agrees to equip the New Trolley Station on a portion of the Lejeune Land, at its sole cost and expense, with the items set forth in Exhibit "FF&E" attached hereto, which shall include items moved from the trolley station building recently completed on the Astor Land, as well as those items and improvements indicated in the New Trolley Station Construction Plans (which include, without limitation, building enhancements to accommodate lift, power supports for electric drop cords and lights, air service and supports for compressed reels, duct and power service and supports, insulated roll up doors, and HVAC equipment.)
- (e) Lejeune Schedule. Attached hereto as Exhibit "D" is a Schedule of Performance by Lejeune ("**Lejeune Schedule**") setting forth the outside dates and times of delivery of the various plans, approvals by the City, preparation and filing of applications for and obtaining the various permits and schedule for the construction of the New Trolley Station pursuant to the New Trolley Station Construction Plans (collectively the "**Work**"). Lejeune shall maintain the progress of the Work in accordance with the Lejeune Schedule, subject to the terms and conditions of Section 17(c) of this Amendment. Notwithstanding anything in this Amendment to the contrary, Lejeune shall have the right, by providing written notice thereof to the City, to extend any date set forth in the Lejeune Schedule, provided that in no event shall such extensions extend the (1) Commencement Date set forth in the Lejeune Schedule beyond a date which is twelve (12) months from the Effective Date of this Amendment or (2) Trolley Station Condo Parcel Outside Date (as hereinafter defined).
- (f) **Intentionally Deleted**
- (g) Construction Period.
- (i) Lejeune, by executing this Amendment, represents it has visited the Lejeune Land site, is familiar with local conditions under which the construction and operation are to be performed, at the appropriate time will perform all test borings and subsurface engineering generally required at the site under sound and prudent engineering practices, and will

correlate the results of its test borings and subsurface engineering and other available studies and its observations with the requirements of the construction and operation of the New Trolley Station. Lejeune shall provide the City with a copy of all such results for informational purposes only without obligation on the part of the City to review and/or provide Lejeune with any comments thereon.

- (ii) Lejeune shall commence construction, as determined under applicable ordinances and laws, of the New Trolley Station not later than the Commencement Date set forth in the Lejeune Schedule and shall reach Substantial Completion (hereinafter defined) and obtain a temporary certificate of occupancy or temporary certificate of completion, as applicable, from the City for the New Trolley Station, on or before the date that is twenty four (24) months following the issuance of the Revised Building Permit, as defined in Section 13(b) below (the “**Outside Date**”). Except for the Outside Date, the terms of this Section 11(g)(ii) are subject to the provisions of Section 17(c) of this Amendment. For purposes of this Agreement as amended by this Amendment, the term “**Substantial Completion**” means the stage in the progress of the construction of the New Trolley Station when the New Trolley Station is sufficiently complete in compliance with the New Trolley Station Construction Plans, Construction Contract, Lejeune Land Public Approvals and all Applicable Laws, so that the City can occupy and use the New Trolley Station for its intended use and purpose, (1) excepting only such minor matters, typically referred to as “punch-list” items, that do not interfere with or diminish the City’s access, occupancy, possession, use or enjoyment of the New Trolley Station for its intended use and purpose, and (2) including, without limitation, the completion of the following as required and indicated in the New Trolley Station Construction Plans (together with any and all related equipment, as required and indicated in the New Trolley Station Construction Plans, being fully installed and in good operating order): (i) the trolley cars washing station and its equipment, (ii) all life safety systems and related equipment, (iii) all equipment related to the operation and maintenance of the New Trolley Station and trolley cars being fully installed and operable, (iv) all required sidewalks immediately adjacent to the New Trolley Station, (v) all doors (including large garage doors), shutters and related equipment being fully installed in order to provide adequate protection of building occupants and equipment from theft and hazards (such as hurricanes and windstorms); (vi) all FF&E fully installed and in good operating order; and (vii) all walls, floors, doors and windows surfaces properly finished, painted, carpeted or tiled, as the case may be.
- (iii) Lejeune shall have the obligation, at its sole cost and expense, to do or cause the following to be done on or before the Outside Date, subject to the provisions of Section 17(c) of this Amendment:

- (1) Perform and complete the Work.
- (2) Select the means and methods of construction. Only adequate and safe procedures, methods, structures and equipment shall be used.
- (3) Furnish, erect, maintain and remove such construction plant and such temporary work as may be required; and be responsible for the safety, efficiency and adequacy of the plant, appliance and methods used and any damage which may result from failure, improper construction, maintenance or operation of such plant, appliances and methods.
- (4) Provide all architectural and engineering services, scaffolding, hoists, or any temporary structures, light, heat, power, toilets and temporary connections, as well as all equipment, tools and materials and whatever else may be required for the proper performance of the Work.
- (5) Order and have delivered all materials required for the Work and shall be responsible for all materials so delivered to remain in good condition.
- (6) Collect all paper, cartons and other debris caused by the performance of its Work and personnel and remove same from the New Trolley Station site.
- (7) Intentionally deleted.
- (8) Protect all Work prior to its completion and acceptance.
- (9) Restore and repair, at Lejeune's sole cost and expense, any properties adjacent to the New Trolley Station that have been damaged as a result of the construction of the New Trolley Station whether such properties are publicly or privately owned.
- (10) Upon completion, delivering to the City an "as built" survey (full size print) and plans and specifications of the New Trolley Station (which plans and specifications can be provided by electronic format), along with all warranties pertaining to the construction of the New Trolley Station and the equipment installed therein, as well as a CD with all final permitted plans as they may have been revised in CAD format.
- (11) (Intentionally Deleted)

- (iv) Lejeune (i) shall carry on any construction, maintenance or repair activity with diligence and dispatch and shall use diligent efforts to complete the same in the shortest time reasonably possible under the circumstances, and (ii) shall not, except in the event of an emergency, carry on any construction, maintenance or repair activity in any easement area, in such a manner as to unreasonably interfere with the use and enjoyment of the property encumbered by such easement or the property adjacent to such easement, and, (iii) shall not, in carrying on such activities, do so in such a manner as to unreasonably interfere with business or businesses then being conducted on the property encumbered by the easement or the property adjacent to such easement.
- (v) Except in the event of emergency, Lejeune shall not carry on any construction, replacement, maintenance or repair activity at any time in any offsite easement area.
- (vi) Promptly upon the completion of any such construction, repair or maintenance activity, Lejeune shall restore the surface of the easement area substantially to its former condition and appearance.
- (vii) Lejeune shall take necessary precautions to protect, and shall not damage property adjacent to the New Trolley Station site, or which is in the vicinity of or is in anywise affected by the Work, and shall be entirely responsible and liable for all damage or injury as a result of its operations to all adjacent public and private property.
- (viii) Lejeune shall at all times enforce discipline and good order among its employees, the contractor and its employees, and the subcontractors and its employees at the New Trolley Station site.
- (xi) Prior to the issuance of a final C.O. for the Merrick Manor Project, Lejeune shall have obtained, at its sole cost and expense, the vacation of the Existing Alley and the granting of a pedestrian and vehicular ingress and egress easement to the City across the Relocated Alley as set forth below and all relevant appeal periods for this vacation approval shall have expired. The vacation of the existing alley area ("Existing Alley") of approximately 4,700 square feet owned by the City and the granting of a pedestrian and vehicular ingress and egress easement to the City across the an area of approximately 3,297 square feet ("Relocated Alley") owned or under contract to purchase by Astor, all as depicted in the sketch attached to the Original Agreement as Exhibit "D" and made a part thereof.
- (h) **Progress of Construction.** The City, at City's sole cost and expense, shall have the right to have an independent building inspector ("City Inspector") of its choosing visit the site from time to time, including at the time of each draw stage, to keep informed about the progress of and ascertain the quality and quantity of

the Work completed and to determine the date or dates of Substantial Completion and Final Completion as the same are set forth in the Lejeune Schedule. The City Inspector may be a City employee. However, visits by the City Inspector shall not be construed to create an obligation on the part of the City to make on-site inspections to check the quality or quantity of the Work. In the event reasonable objection is made by the City Inspector during said visits, Lejeune and/or General Contractor, at their sole cost and expense, shall promptly correct all defective Work failing to conform to the construction contract and/or the New Trolley Station Construction Plans before or after Substantial Completion.

After Substantial Completion of the New Trolley Station, as determined by the Architect in its reasonable discretion, the Architect shall perform an inspection of the New Trolley Station ("**Pre-Closing Inspection**") at a reasonable time established by Lejeune and the City for the purpose of preparing a list of those items of Work which the Architect reasonably determines, in good faith, fail to substantially conform to the Construction Contract and/or the new Trolley Station Construction Plans, typically referred to as "punch list" items (the "**Non-Conforming Work**"). Such list (the "**Non-Conforming Work List**") shall be set forth in a writing to be signed by Lejeune, the General Contractor, the Architect and the City. The Architect shall be accompanied by representatives of Lejeune, the City and the General Contractor on this Pre-Closing Inspection. Lejeune and the General Contractor shall be obligated to correct such Non-Conforming Work at their sole cost and expense as soon thereafter as it is possible but no later than the Trolley Station Closing; provided that in the event that (1) Lejeune has obtained a temporary certificate of occupancy or temporary certificate of completion, as applicable, from the City for the New Trolley Station, then Lejeune and the General Contractor shall have until the date that is ninety (90) days following the date of Trolley Station Closing to correct such Non-Conforming Work.

- (i) **Temporary Certificate of Occupancy/Completion.** Promptly after Substantial Completion of the New Trolley Station and Lejeune's receipt of a temporary certificate of occupancy or temporary certificate of completion, as applicable, issued by the City for the New Trolley Station, Lejeune shall furnish a true and correct copy of such temporary certificate of occupancy or temporary certificate of completion to the City within five (5) business days of Lejeune's receipt thereof. Within ninety (90) days following the date of the Trolley Station Closing, Lejeune shall obtain (and deliver to the City) the final certificate of occupancy or final certificate of completion, as applicable, issued by City for the New Trolley Station ("**Final Completion**").
- (j) **Connection of Building to Utilities.** Lejeune, at its sole cost and expense, will install or cause to be installed all necessary connections between the New Trolley Station constructed or erected by it on the Lejeune Land and the water, sanitary and storm drain mains and mechanical and electrical conduits whether or not owned by the City and/or the Miami-Dade Water and Sewer Authority. Lejeune

shall pay for the cost, if any, of locating, grounding and installing within the Lejeune Land new facilities for sewer, water, electrical, and other on-site Lejeune Land related utilities as needed to service the New Trolley Station and, at its sole cost and expense, will install or cause to be installed up to the property line of the Lejeune Land all necessary New Trolley Station related utility lines with adequate capacity and the sizing of utility lines for the New Trolley Station as contemplated. The City shall provide Lejeune with any necessary easements through the abutting alleys and rights of way in order to connect all new utility lines in accordance with Section 3(a)(iii) hereof.

- (k) **Compliance with Applicable Laws.** Lejeune will comply in every respect with any and all Applicable Laws now or hereafter in force or issued which may be applicable to any and all of the Work to be done and the development of the Merrick Manor Project, performed or carried on by Lejeune under the provisions of this Amendment with the exception of compliance, for purposes of this Amendment only, with Federal Transit Administration regulations governing the siting of New Trolley Station.

- (l) **Time of the Essence.** Subject to the terms and conditions set forth in Section 17(c) of this Amendment, time is of the essence with respect to all matters in and requirements of this Amendment as to Lejeune and City.

12. **Closing Costs.** Section 19(a) of the Original Agreement is hereby deleted in its entirety and replaced with the following:

- (a) Lejeune shall be responsible for payment of the following: (i) the cost of examining title, obtaining the Commitment and any updates or endorsements thereof on the New Trolley Station, and the premiums and any other related fees and costs for the owner's title insurance policy insuring title pursuant to the Commitment (as the same may be amended in accordance with the Original Agreement) in favor of the City with respect to the New Trolley Station, (ii) all costs of the Survey and any updates, re-certifications, or reasonable modifications required by the City with respect to the New Trolley Station (including the "as built" survey set forth in Section 4(e)(i) hereof), (iii) all costs and expenses of the Initial Lejeune Environmental Report with respect to the New Trolley Station (1) which Lejeune has provided to the City prior to the Effective Date and (2) all supplements of the said Commitment, Survey and Initial Lejeune Environmental Report which Lejeune shall obtain and deliver to the City pursuant to Section 4(e)(iii) hereof, (iv) state documentary stamps and surtax on the special warranty deed with respect to the New Trolley Station, (v) recording fees for the special warranty deed with respect to the New Trolley Station, (vi) all recording costs of documents necessary to clear title with respect to the New Trolley Station, and (vii) all Reimbursable Expenses then remaining unpaid respectively pursuant to Sections 3(b)(iv) of the Original Agreement, but subject to the Cap as set forth in Section 3(b)(iii) hereof.



13. Closing/Post Closing. Section 20 of the Original Agreement is hereby deleted and replaced with the following:

(a) Subject to other provisions of this Amendment for extension (including, without limitation, Sections 4(b), 4(d) and 17(c) of this Amendment and Section 7(b) of the Original Agreement (as amended by Section 7 of this Amendment)) and otherwise in accordance with the terms and conditions of the Original Agreement (as amended by this Amendment), the closing of the transfer of the City Property to Lejeune and its lease-back to City pursuant to the Lease shall be held five (5) Business Days following the later to occur of the (1) Effective Date of this Amendment or (2) the date when the Lejeune Land Public Approvals are obtained (the "**City Land Closing**"). The City Land Closing shall take place at the offices agreed upon by the parties or through a so-called "Mail-Away" closing. In the event of a "Mail-Away" closing, the same shall be conducted in the manner as the parties hereto and their respective counsel may agree.

(b) Notwithstanding anything contained in this Amendment to the contrary, in the event that within twenty four (24) months from the Effective Date of this Amendment (i) the Astor Parties have not satisfied or waived each of the Lejeune Transfer Conditions Precedent and (ii) the City Transfer Conditions Precedent have not been satisfied or waived, this Amendment shall be terminated, whereupon the terms of Section 11 of the Settlement Agreement shall apply.

(c) Within ninety (90) days of the City Land Closing, Lejeune will prepare revisions to the "Original Building Plans" reflecting, among other things, the increase in floor area and height for the Merrick Manor Project as set forth in the approved Lejeune Public Land Approvals, and submit those revised building plans to City's Building Department for consideration and issuance of a "Revised Building Permit" as set forth in the Settlement Agreement. Thereafter, the Astor Parties and the City shall proceed towards the issuance of the Revised Building Permit in the manner set forth in Section 5 of the Settlement Agreement. Provided that the City complies with the terms of the Settlement Agreement, and otherwise processes the application for the Revised Building Permit in good faith, in the event the Astor Parties fail to obtain the Revised Building Permit within twelve (12) months from the date of the City Land Closing, with all administrative appeals periods having expired, and any lawsuits or other legal challenges to the issuance of the Revised Building Permit having been resolved in favor of issuance thereof, this Amendment and the Settlement Agreement shall be terminated, whereupon the terms of Subsection (d) immediately below and of Section 11 of the Settlement Agreement shall apply.

(d) The Astor Parties shall re-convey to City the City Property upon the occurrence of both of the following events: (a) a Closing occurs on the transfer of the City Property to the Astor Parties pursuant to this Amendment and (b) the Astor Parties fail to obtain the Revised Building Permit as set forth herein and/or in the Settlement Agreement.

(e) Subject to other provisions of this Amendment for extension (including, without limitation, Sections 4(f), 4(h), 14(a) and 17(c) of this Amendment and Section 7(b) of the Original Agreement (as amended by Section 7 of this Amendment)) and otherwise in accordance with the terms and conditions of the Original Agreement (as amended by this Amendment), the closing of the transfer of the New Trolley Station to City shall be held ten (10) business days after the receipt by Lejeune (and delivery to the City), of a copy of the temporary certificate of

occupancy or temporary certificate of completion (as applicable), issued by the City, for the New Trolley Station (the "Trolley Station Closing"). The Trolley Station Closing shall take place at the offices agreed upon by the parties or through a so-called "Mail-Away" closing. In the event of a "Mail-Away" closing, the same shall be conducted in the manner as the parties hereto and their respective counsel may agree.

At the applicable closing, Grantor shall execute and/or deliver (as applicable) to Grantee the following closing documents each of which shall be in form and substance reasonably acceptable to Grantor and Grantee:

- (a) a special warranty deed conveying Grantor's Property, subject to the Permitted Exceptions (and any other matters consented to by Grantee),
- (b) appropriate assignments of all other rights with respect to Grantor's Property included in this transaction, if any;
- (c) a "non-foreign" affidavit or certificate pursuant to Internal Revenue Code Section 1445;
- (d) a construction lien affidavit with respect to Grantor's Property;
- (e) an affidavit of exclusive possession with respect to Grantor's Property; (except that with respect to the City Land it shall be subject to the Lease);
- (f) a "GAP" affidavit.
- (g) an appropriate bill of sale with warranty of title for all personal property included in this transaction (where applicable).
- (h) a Notice of Termination complying with the requirements of Section 713.132, Florida Statutes in order to delete from the owner's title policy in favor of the City regarding the New Trolley Station of the Notice of Commencement recorded at the time of commencement of the construction of the New Trolley Station.
- (i) Lejeune's Beneficial Interest Affidavit in connection with the New Trolley Station (at least five (5) days prior to Trolley Station Closing, in accordance with Section 4(e)(vii) of this Amendment).
- (j) With respect to the New Trolley Station, all of Lejeune's rights, title and interests in and to:
  - (1) The provisions of the Construction Contract governing the construction of the New Trolley Station, with the written consent and agreement of the General Contractor, provided, however, that Lejeune shall retain the right to enforce the Construction Contract with regard to any work then pending thereunder.

- (2) The provisions of the Architect's Contract governing the design of the New Trolley Station, with the written consent and agreement of the Architect, provided, however, that Lejeune shall retain the right to enforce the Architect's Contract with regard to any work then pending thereunder.
  - (3) The construction warranties to be provided by the General Contractor pursuant to Section 11(c) hereof; and
  - (4) The applicable equipment warranties concerning the New Trolley Station.
- (k) With respect to the City Land Closing, the Lease.
  - (l) With respect to the Trolley Station Closing, the conveyance by the City to Lejeune of the Utility Easement in accordance with Section 3 (a) (iii) above.
  - (m) such other documents as may be reasonably required by Grantor or Grantee to comply with the terms and conditions of this Amendment.

At the Trolley Station Closing Lejeune shall deliver to City, and at the City Land Closing City shall deliver to the Astor Parties, a resolution and/or such other evidence of authority to transfer the applicable property and good standing as may be reasonably required by opposing counsel and/or the title insurance company insuring title to the City Property and the New Trolley Station, as applicable.

At each closing, both parties shall execute and deliver counterpart closing statements.

At the Trolley Station Closing, Lejeune shall execute and deliver to the City an assignment (in form and substance reasonably satisfactory to the City and Lejeune) of all of Lejeune's right, title and interest in and to the construction warranties provided by the General Contractor. Except for the statutory warranties provided in the Florida Condominium Act (Chapter 718, Florida Statutes), the City acknowledges and agrees that Lejeune is not providing any representations or warranties with respect to the construction of the Trolley Station Condo Parcel and the City shall look solely to the General Contractor with respect to any such warranty claims.

All such closing documents shall be in the form and substance reasonably acceptable to Grantor and Grantee and their respective counsel.

The City acknowledges and agrees that upon the occurrence of the Trolley Station Closing and the transfer of the New Trolley Station to the City, the City shall be solely responsible, at its cost and expense, for all matters relating to the ownership of the New Trolley Station, including, without limitation: (i) the maintenance, operation and management of the New Trolley Station; (ii) any service agreements relating to the New Trolley Station; and (iii) the management of any warranty issues (directly with the General Contractor for the New Trolley Station) with respect to the New Trolley Station. The provisions of this paragraph shall survive the Trolley Station Closing.

14. **Risk of Loss.** The term "Closing" as used in Section 24(a) and (b) of the Original Agreement is hereby revised to read "City Land Closing." Sections 24(c) and (d) of the Original Agreement are hereby deleted and the following shall apply with respect to the New Trolley Station:

- (a) In the event that the New Trolley Station or any portion thereof is damaged by fire, wind storm, or other casualty prior to the Trolley Station Closing, Lejeune shall promptly repair such damage and the Trolley Station Closing shall be extended pending completion of such repairs, in which case Lejeune shall be entitled to all insurance proceeds resulting from such casualty, if any. The date of the Trolley Station Closing shall be extended in accordance with the provisions set forth in Section 17(c) of this Amendment.
- (b) In the event that any portion of the New Trolley Station is taken by eminent domain or otherwise, or if such taking is pending, threatened or contemplated prior to the commencement of construction of the New Trolley Station, the City shall have the option of either: (i) proceeding with the Trolley Station Closing in accordance with the terms and conditions of the Original Agreement as amended by this Amendment, or (ii) not proceeding with the Trolley Station Closing whereupon the Astor Parties shall re-convey the City Property to City and the parties hereto shall be relieved and released of any further rights and obligations hereunder except those that specifically survive. In the event that any portion of the New Trolley Station is taken by eminent domain or otherwise, or if such taking is pending, threatened or contemplated after the commencement of construction of the New Trolley Station, but prior to the New Trolley Station Closing, this Agreement shall terminate and the City shall be entitled to receive a portion of the condemnation proceeds equal to the value of the City Land and all damages it incurs in connection with the condemnation with the exception of lost profits. To the extent permitted by applicable law, City waives all rights that it may have to effectuate a taking of all or any portion of the Lejeune Land and/or the City Property at any time prior to the date that is five (5) years following the date of this Amendment.

15. **Default Provisions.**

- (a) In the event of (i) the material breach by any party hereto of any of the representations and warranties contained in Sections 12, 13 and 14 of the Original Agreement as amended by Section 9 of this Amendment or (ii) any failure of compliance by any party hereto with respect to any of its obligations as provided for in the Original Agreement as amended by this Amendment, such breach or failure shall constitute a default by such party under the Original Agreement as amended by this Amendment. Upon any such default (other than failure to close this transaction on the applicable date of the City Land Closing or New Trolley Station Closing, as the case may be, in accordance with the terms and conditions set forth in Section 13 of this Amendment which shall not require a Default Notice), the non-defaulting party ("Non-Defaulting Party") shall provide to the defaulting party ("Defaulting Party") notice of such default, which notice (a

“Default Notice”) shall state in reasonable detail the actions that the Non-Defaulting Party must take to cure the same. The Defaulting Party shall use diligent good faith efforts to cure any such default within ten (10) business days following the date of the Default Notice. If the nature of the Defaulting Party’s obligations are such that more than ten (10) business days is required to effect cure and the Non-Defaulting Party provides its prior written consent (not to be unreasonably withheld) with a time period to cure, then the Defaulting Party shall not be in default hereunder if the Defaulting Party commences cure within the said ten (10) business days and thereafter diligently and in good faith pursues such cure to completion within the time period prescribed by the Non-Defaulting Party.

It is understood and agreed that with respect to the City, the provisions of this Section 15 shall only apply to the City’s obligations under the Original Agreement as amended by this Amendment in its proprietary capacity, but not in its municipal police or regulatory capacity.

After the Release Date (as that term is defined in the Settlement Agreement), in the event the Defaulting Party, despite its diligent good faith efforts, fails timely to effect any required cure as provided for herein, the Defaulting Party shall be deemed to be in an uncured default status hereunder, whereupon the Non-Defaulting Party, shall have the right to exercise any of its rights or remedies under the Original Agreement as amended by this Amendment, including the right to: (i) sue the Defaulting Party for damages incurred by the Non-Defaulting Party as a result of such Defaulting Party’s default or (ii) seek specific performance of the Non-Defaulting Party’s obligations under the Original Agreement as amended by this Amendment, without thereby waiving any rights to seek damages.

- (b) Each of the parties hereto waives the right to seek punitive damages in connection with the occurrence of a default by any party under the Original Agreement as amended by this Amendment.

16. Intentionally Deleted.

17. Miscellaneous.

- (a) All of the exhibits attached to this Amendment are incorporated in, and made a part of, this Amendment.
- (b) This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- (c) Unavoidable Delay or Force Majeure. Notwithstanding any of the provisions of this Amendment to the contrary, and except as provided herein, neither the City, Astor, nor Lejeune, as the case may be, nor any successor in interest, shall be considered in breach of or in default of any of its obligations, including but not

limited to the beginning and completion of construction of the New Trolley Station, or progress in respect thereto, in the event of unavoidable delay in the performance of such obligations due to strikes, lockouts, acts of God, unusual delay in obtaining or inability to obtain labor or materials due to governmental restrictions, enemy action, civil commotion, fire, hurricane, sabotage, unavoidable casualty or other similar causes beyond the reasonable control of a party (not including such party's insolvency or financial condition), and the applicable time period shall be extended for the period of unavoidable delay; provided, however, with respect to any unavoidable delay that results in any damage to the New Trolley Station, the time periods shall be extended for the following periods of time: (i) the reasonable time period from the date of the event causing the unavoidable delay through and including the date Lejeune receives the insurance proceeds related to such damage, and (ii) following receipt of the insurance proceeds, the reasonable time period which is needed for Lejeune to restore the New Trolley Station to the condition existing immediately preceding the event causing the unavoidable delay.

- (d) Except as specifically modified hereby, all of the provisions of the Original Agreement which are not in conflict with the terms of this Amendment shall remain in full force and effect.
- (e) For purposes of calculation of all time periods within which City or Astor or Lejeune must act or respond as described in this Amendment, all phrases such as "the date of this Amendment" or any other like phrase referring to the date of this Amendment, shall mean and refer to the Effective Date of this Amendment defined in the opening paragraph of this Amendment.
- (f) The provisions set forth in the following subsections of Section 26 shall apply to this Amendment, but:
  - (i) with respect to Sections 26(a) through (d); 26(g); 26(h); 26(j) through 26(m); and 26(o) through 26(t), the term "Agreement" in the Original Agreement shall be revised to mean and refer to "Agreement, as amended by this Amendment";
  - (ii) with respect to Section 26(f) of the Original Agreement, the term "Closing" is hereby revised to mean and refer to the "Trolley Station Closing" with respect to the "New Trolley Station" and as to the "City Land Closing" with respect to the "City Property".
  - (iii) with respect to Sections 26(r) and 26(t) the term "Astor" is hereby revised to mean and refer to "Astor and Lejeune".
- (g) Section 26 (v) of the Original Agreement is hereby deleted.

- (h) During the construction of the Merrick Manor Project, Lejeune shall cause for the City to be included as an additional insured under Lejeune's liability insurance policy.

### LIST OF EXHIBITS

Exhibit A-1:	Lejeune Land Legal Description
Exhibit A-2:	Location of Trolley Station Condo Parcel
Exhibit B:	Alley
Exhibit FF&E:	List of Items of Furniture, Fixtures and Equipment
Exhibit C:	Trolley Station Condo Parcel Plans
Exhibit D:	Lejeune Schedule
Exhibit E:	Merrick Manor Project Plans
Exhibit F:	Certain Lease Provisions
Exhibit G: \	City Designated Parking Spaces



**EXECUTED** by the City as of the Effective Date of this Amendment in several counterparts, each of which shall be deemed an original, but all constituting only one agreement.

By authority of Ordinance No. \_\_\_\_\_  
duly passed and adopted by the Coral Gables  
City Commission on \_\_\_\_\_, 2014

**CITY:**

CITY OF CORAL GABLES, a Florida  
municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Manager

**ATTEST:**

**APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:**

By: \_\_\_\_\_  
Name: Walter J. Foeman  
Title: City Clerk

By: \_\_\_\_\_  
Name: Craig E. Leen  
Title: City Attorney

**EXECUTED** by Astor and Lejeune as of the Effective Date of this Amendment in several counterparts, each of which shall be deemed an original, but all constituting only one agreement.

**ASTOR:**

**ASTOR TROLLEY, LLC**, a Florida limited liability company

By: Astor Development Group, LLC, a Florida limited liability company, its sole member

By: \_\_\_\_\_  
Name: Henry Torres  
Title: Manager-Member

**LEJEUNE:**

**4111 LEJEUNE, LLC**, a Florida limited liability company

By: Astor Development Group, LLC, a Florida limited liability company, its sole member

By: \_\_\_\_\_  
Name: Henry Torres  
Title: Manager-Member

**EXHIBIT "A-1"**  
**LEJEUNE LAND LEGAL DESCRIPTION**

Lots 26 through 34, in Block 1, of "Revised Plat Coral Gables, Industrial Section", according to the Plat thereof, recorded in Plat Book 28, Page 22, of the Public Records of Miami-Dade County, Florida.

And

Lots 35 and 36, Block 1, of "Revised Plat Coral Gables, Industrial Section", according to the Plat thereof, recorded in Plat Book 28, Page 22, of the Public Records of Miami-Dade County, Florida.

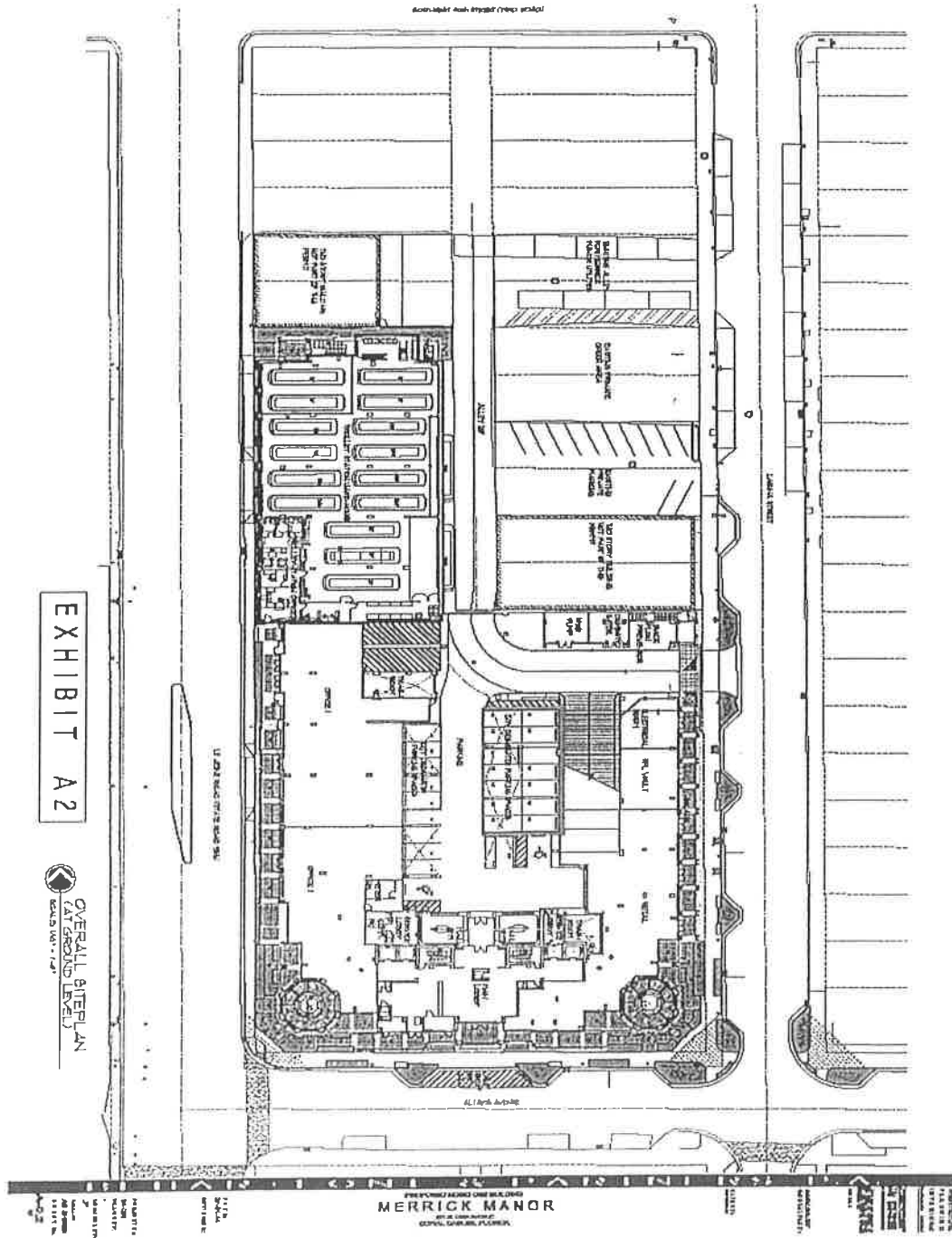
And

Lots 13, 14, 15, 16, 17, 18, 19, 20, and 21, Block 1, of "Revised Plat Coral Gables, Industrial Section", according to the Plat thereof, recorded in Plat Book 28, Page 22, of the Public Records of Miami-Dade County, Florida.

And

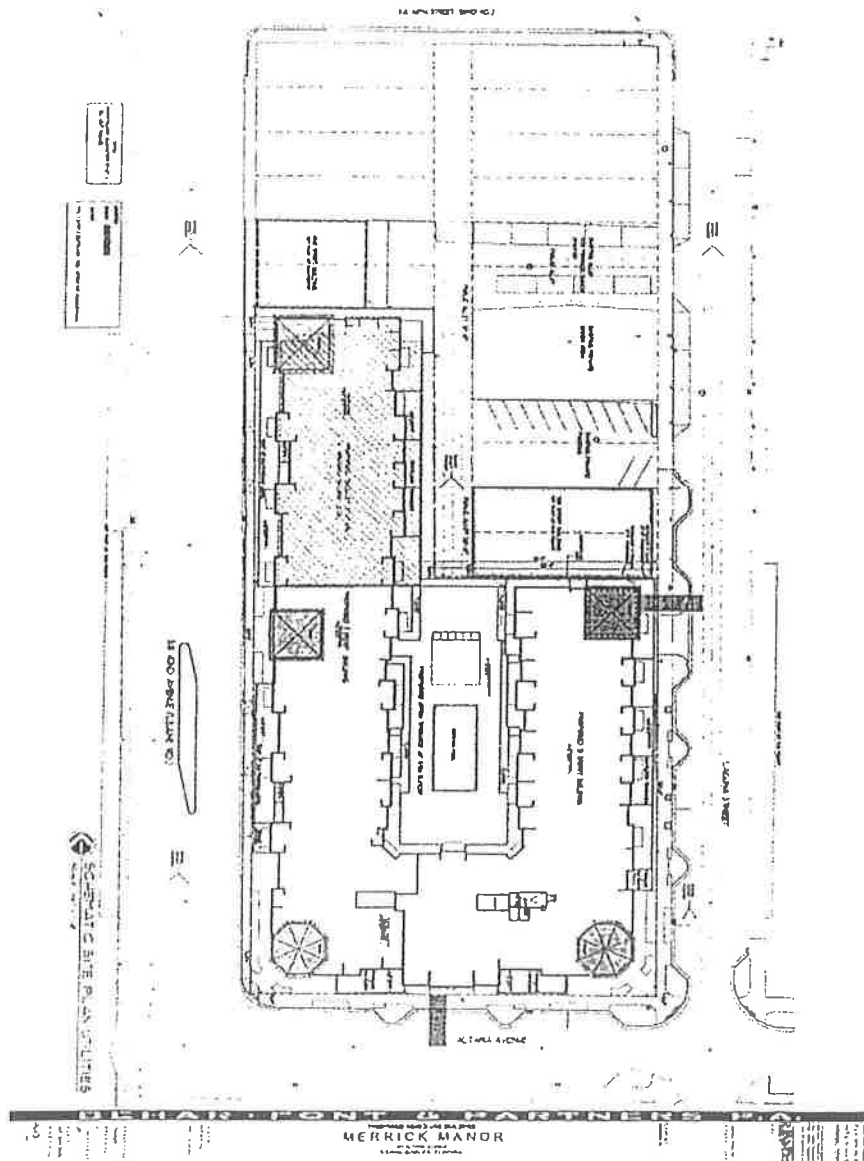
Lots 22, 23, 24, and 25, Block 1, of "Revised Plat Coral Gables, Industrial Section", according to the Plat thereof, recorded in Plat Book 28, Page 22, of the Public Records of Miami-Dade County, Florida.

# EXHIBIT "A-2"



## EXHIBIT "B"

### SKETCH FOR EASEMENT IN ALLEY FOR SEWER LINE



**EXHIBIT "C"**

**TROLLEY STATION CONDO PARCEL PLANS**







**EXHIBIT "FF&E"**

**LIST OF ITEMS OF FURNITURE, FIXTURES AND EQUIPMENT  
TO BE INCLUDED IN THE TROLLEY STATION**

**Hydraulic Vehicle Lift 1  
Retractable Electric Drop Cord & Lights (16)  
Retractable Compressed Air Reels (16)  
Retractable Trolley Exhaust Reels (15)  
Security System (CCTV)  
Air Compressor & Dryer (1)  
Window Treatments  
Employee Shower (1)  
Remote Roll up Door Control Function  
Storage Cabinets, Work Benches, and Pressure Washer  
Pre-Wired Offices for Phone & Data  
Phone System  
PA system  
Card Reader System  
Fire Alarm Control System  
Programmable HVAC Controls  
Emergency Eye Wash/Shower Signals and Notification**

**These items shall be to the specifications shown on the New Trolley Station Construction  
Plans previously approved by the Coral Gables at the Douglas trolley station**

## EXHIBIT "D"

### LEJUENE SCHEDULE OF PERFORMANCE

Issuance of Building Permit for Merrick Manor and New Trolley Station	January 22, 2015
Commencement of Construction of New Trolley Station	January 22, 2015
Substantial Completion of Construction of New Trolley Station	August 23, 2015
Issuance of TCO for New Trolley Station	August 24, 2015
Trolley Station Closing	September 2, 2015
Vacation by City of Existing Trolley Building on City Land	September 12, 2015
Demolition of Existing Trolley Building	September 13, 2015
Issuance of Final C.O. for Merrick Manor Project	December 13, 2016

**EXHIBIT "E"**

**MERRICK MANOR PROJECT CONCEPTUAL PLANS**

# PROPOSED MIXED-USE BUILDING MERRICK MANOR

301 ALTARA AVENUE  
CORAL GABLES, FLORIDA

(15 FLOORS)

PLANS ARE SUBJECT TO FURTHER REVISION  
PRIOR TO CITY COMMISSION APPROVAL OF  
SETTLE AGREEMENT

07-07-2014

ARCHITECT

B E H A R K F O N T & P A R T N E R S , P . A .  
135 S.W. LORRENZO AVENUE, SUITE 810  
CORAL GABLES, FLORIDA 33134  
TEL: (305) 740-5442  
FAX: (305) 740-5443

PROJECT NO. IL-026

OWNER:  
MERRICK MANOR, LLC.  
2601 SOUTH BAYSHORE DR  
MIAMI, FLORIDA 33133  
TEL: 305 - 866 9911

ARCHITECT:  
FONT &  
PARTNERS, P.A.  
135 S.W. LORRENZO AVE, SUITE 810  
CORAL GABLES, FLORIDA 33134  
TEL: 305 - 740 5442  
FAX: 305 - 740 5443  
FL REGISTRATION No.: A40020451

CIVIL:  
AVINO & ASSOCIATES, INC.  
1305 SW 21st AVENUE, SUITE 207  
MIAMI, FLORIDA 33134  
TEL: 305 - 285 5030  
FAX: 305 - 285 5033  
FL REGISTRATION No. 22207

ELECTRICAL:  
VITAL ENGINEERING  
17005 DOW ROAD, SUITE 202  
MIAMI, FLORIDA 33179  
TEL: 305 - 412 8000  
FAX: 305 - 412 8005  
FL REGISTRATION No. PE 15360

MECHANICAL &  
PLUMBING  
RPI CONSULTING  
ENGINEERS, INC.  
4917 SW 74th COURT  
MIAMI, FLORIDA 33155  
TEL: 305 - 682 7131  
FAX: 305 - 682 7131  
FL REGISTRATION No. PE 15305

STRUCTURAL:  
DE LOS REYES  
ENGINEERING, INC.  
8726 NW 28th STREET, SUITES 1 & 2  
MIAMI, FLORIDA 33172  
TEL: 305 - 477 8026  
FAX: 305 - 477 8014  
FL REGISTRATION P.E. No. 20112

LANDSCAPE:  
WITHIN HILLS  
DESIGN GROUP  
207 SOUTH 21ST AVENUE  
HOLLYWOOD, FLORIDA 33020  
TEL: 305 - 823 8881  
FAX: 305 - 823 8881  
LIC # LA0000289 MEMBER A.S.L.A.

## NONING INFORMATION

PROJECT NAME:	HERROCK HAVOR
PROPERTY ADDRESS:	301 ALTURA AVENUE
ZONING:	* C 1 1 * (3 MO OVERLAY MIXED OCCUPANCY
NET LOT AREA A SITE:	61,807 SQ. FT.
NET LOT AREA ALLEY:	4,126 SQ. FT.
NET LOT AREA:	65,937 SQ. FT. (1,508 ACRES)

HERRICK MAJOR / TROLLEY TO BE CONSTRUCTED, INSPECTED APPROVED, AND OCCUPIED IN PHASES UNDER BL 13-06-0931 USING APPLICABLE CODE UNLESS RELIEF OR DEVIATION FROM STATE HAS BEEN DEFINED AND / OR IS REQUIRED.

CONTRACTOR REQUIREMENTS:  
PERMANENT MANOR / TROLEY TO BE CONSIDERED IN AN EFFICIENT MANNER PER DEVELOPER'S  
AN INITIAL PHASE INCLUSIVE OF THE TROLEY WILL INCLUDE PERMANENT UTILITIES / SYSTEMS  
TEMPORARY UTILITY / SYSTEM CONNECTIONS WITH PERMANENT CHARACTERISTICS, WHERE  
APPLICABLE, TROLEY WILL BE SWITCHED OVER TO PERMANENT MANOR PERMANENT UTILITIES /  
SYSTEMS.

MAXIMUM UNITS	ALLOCATED	PROVIDED
(1) 600 ADULTS * 75 UNITS/ADULT = 45,000 - 40,000 5,000 1 BEDROOM UNITS = 100 2 BEDROOM UNITS = 150 3 BEDROOM UNITS = 200 4 BEDROOM UNITS = 250	40,000	200

MAXIMUM F.A.R.		ALLOTTED/RECALLED	PROVIDED
61E F.A.R. 61,000 X .35 = 71,354 ALLEY F.A.R. 4,700 X .35 = 1,645 (NET ADDED BALANCE) 15,000.00 + 13,500.00 F.T.	71,354 SQ. FT. + (52,955.5)	35	525
TOTAL	77,854 SQ. FT.		354.75 SQ. FT.

PROPOSED BUILDING		
FAR		
GROUND FLOOR		16633 SQ.FT.
2ND RESIDENTIAL		8,709 SQ.FT.
3RD RESIDENTIAL		14,601 SQ.FT.
4TH RESIDENTIAL		14,601 SQ.FT.
5TH RESIDENTIAL		14,739 SQ.FT.
6TH RESIDENTIAL		28,821 SQ.FT.
7TH RESIDENTIAL		40,094 SQ.FT.
8TH RESIDENTIAL		40,094 SQ.FT.
9TH RESIDENTIAL		40,094 SQ.FT.
10TH RESIDENTIAL		40,094 SQ.FT.
11TH RESIDENTIAL		40,094 SQ.FT.
12TH RESIDENTIAL		40,094 SQ.FT.
13TH RESIDENTIAL		40,094 SQ.FT.
14TH RESIDENTIAL		40,094 SQ.FT.
15TH RESIDENTIAL		40,094 SQ.FT.
16TH RESIDENTIAL		40,094 SQ.FT.
17TH RESIDENTIAL		40,094 SQ.FT.
18TH RESIDENTIAL		40,094 SQ.FT.
19TH RESIDENTIAL		40,094 SQ.FT.
20TH RESIDENTIAL		40,094 SQ.FT.
21ST RESIDENTIAL		40,094 SQ.FT.
22ND RESIDENTIAL		40,094 SQ.FT.
23RD RESIDENTIAL		40,094 SQ.FT.
24TH RESIDENTIAL		40,094 SQ.FT.
25TH RESIDENTIAL		40,094 SQ.FT.
26TH RESIDENTIAL		40,094 SQ.FT.
27TH RESIDENTIAL		40,094 SQ.FT.
28TH RESIDENTIAL		40,094 SQ.FT.
29TH RESIDENTIAL		40,094 SQ.FT.
30TH RESIDENTIAL		40,094 SQ.FT.
31ST RESIDENTIAL		40,094 SQ.FT.
32ND RESIDENTIAL		40,094 SQ.FT.
33RD RESIDENTIAL		40,094 SQ.FT.
34TH RESIDENTIAL		40,094 SQ.FT.
35TH RESIDENTIAL		40,094 SQ.FT.
36TH RESIDENTIAL		40,094 SQ.FT.
37TH RESIDENTIAL		40,094 SQ.FT.
38TH RESIDENTIAL		40,094 SQ.FT.
39TH RESIDENTIAL		40,094 SQ.FT.
40TH RESIDENTIAL		40,094 SQ.FT.
41ST RESIDENTIAL		40,094 SQ.FT.
42ND RESIDENTIAL		40,094 SQ.FT.
43RD RESIDENTIAL		40,094 SQ.FT.
44TH RESIDENTIAL		40,094 SQ.FT.
45TH RESIDENTIAL		40,094 SQ.FT.
46TH RESIDENTIAL		40,094 SQ.FT.
47TH RESIDENTIAL		40,094 SQ.FT.
48TH RESIDENTIAL		40,094 SQ.FT.
49TH RESIDENTIAL		40,094 SQ.FT.
50TH RESIDENTIAL		40,094 SQ.FT.
51ST RESIDENTIAL		40,094 SQ.FT.
52ND RESIDENTIAL		40,094 SQ.FT.
53RD RESIDENTIAL		40,094 SQ.FT.
54TH RESIDENTIAL		40,094 SQ.FT.
55TH RESIDENTIAL		40,094 SQ.FT.
56TH RESIDENTIAL		40,094 SQ.FT.
57TH RESIDENTIAL		40,094 SQ.FT.
58TH RESIDENTIAL		40,094 SQ.FT.
59TH RESIDENTIAL		40,094 SQ.FT.
60TH RESIDENTIAL		40,094 SQ.FT.
61ST RESIDENTIAL		40,094 SQ.FT.
62ND RESIDENTIAL		40,094 SQ.FT.
63RD RESIDENTIAL		40,094 SQ.FT.
64TH RESIDENTIAL		40,094 SQ.FT.
65TH RESIDENTIAL		40,094 SQ.FT.
66TH RESIDENTIAL		40,094 SQ.FT.
67TH RESIDENTIAL		40,094 SQ.FT.
68TH RESIDENTIAL		40,094 SQ.FT.
69TH RESIDENTIAL		40,094 SQ.FT.
70TH RESIDENTIAL		40,094 SQ.FT.
71ST RESIDENTIAL		40,094 SQ.FT.
72ND RESIDENTIAL		40,094 SQ.FT.
73RD RESIDENTIAL		40,094 SQ.FT.
74TH RESIDENTIAL		40,094 SQ.FT.
75TH RESIDENTIAL		40,094 SQ.FT.
76TH RESIDENTIAL		40,094 SQ.FT.
77TH RESIDENTIAL		40,094 SQ.FT.
78TH RESIDENTIAL		40,094 SQ.FT.
79TH RESIDENTIAL		40,094 SQ.FT.
80TH RESIDENTIAL		40,094 SQ.FT.
81ST RESIDENTIAL		40,094 SQ.FT.
82ND RESIDENTIAL		40,094 SQ.FT.
83RD RESIDENTIAL		40,094 SQ.FT.
84TH RESIDENTIAL		40,094 SQ.FT.
85TH RESIDENTIAL		40,094 SQ.FT.
86TH RESIDENTIAL		40,094 SQ.FT.
87TH RESIDENTIAL		40,094 SQ.FT.
88TH RESIDENTIAL		40,094 SQ.FT.
89TH RESIDENTIAL		40,094 SQ.FT.
90TH RESIDENTIAL		40,094 SQ.FT.
91ST RESIDENTIAL		40,094 SQ.FT.
92ND RESIDENTIAL		40,094 SQ.FT.
93RD RESIDENTIAL		40,094 SQ.FT.
94TH RESIDENTIAL		40,094 SQ.FT.
95TH RESIDENTIAL		40,094 SQ.FT.
96TH RESIDENTIAL		40,094 SQ.FT.
97TH RESIDENTIAL		40,094 SQ.FT.
98TH RESIDENTIAL		40,094 SQ.FT.
99TH RESIDENTIAL		40,094 SQ.FT.
100TH RESIDENTIAL		40,094 SQ.FT.
101ST RESIDENTIAL		40,094 SQ.FT.
102ND RESIDENTIAL		40,094 SQ.FT.
103RD RESIDENTIAL		40,094 SQ.FT.
104TH RESIDENTIAL		

## BUILDING SETBACKS

	ALLIANCE/REQUIRED	PROVIDED
FRONT ( ALWAYS REQUIRED )	6'-0" UP TO 45 N HEIGHT B-0-0 IF OVER 45 N HEIGHT (SEPARATION REDUCTION)	0'-0" AT BASE 16'-7" AT TOWER
SIDE SHEET ( LOOKING STREET )	0'-0" UP TO 45 N HEIGHT B-0-0 IF OVER 45 N HEIGHT (SEPARATION REDUCTION)	1'-7" AT BASE 10'-1" AT TOWER
BACK SHEET ( LE ADJACENT ROAD )	0'-0" UP TO 45 N HEIGHT 10'-0" IF OVER 45 N HEIGHT	0'-0" AT BASE 10'-0" AT TOWER
INTERIOR SIDE ( ADJ PROPERTY )	0'-0"	0'-0" AT BASE
LOOKING SHEET SIDE	0'-0"	3'-7" AT TOWER
INTERIOR SIDE ( ADJ PROPERTY )	0'-0"	4'-0" AT BASE
LE ADJACENT SHEET SIDE	0'-0"	3'-7" AT TOWER
REAR ADJACENT ALLEY ( EXISTING ALLEY )	0'-0"	3'-11" AT BASE 14'-0" AT TOWER

TOTAL LOT COVERAGE	59,984 SQ. FT.
TOTAL OPEN SPACE AT GROUND FLOOR	5,123 SQ. FT.

[illegible]

RECREATIONAL LEVEL	CONTROL GROUP PLAZA AND GREEN AREA	CONTROL GROUP PLAZA AND GREEN AREA	CONTROL GROUP PLAZA AND GREEN AREA
TOTAL	6.511	13.267	13.267
ALLOTTED/RESEARCHED			
PROVIDED			

1 BEDROOM, 7 BEDROOMS UNITS + 146 + 119	23.4	
3 BEDROOM, 4 BEDROOMS UNITS + 20 + 22.5	19	
RETAIL PARKING (1 PER 100 SQ.F.) B-201 SQ.F./250 + 312	21	
OFFICE PARKING (1 PER 100 SQ.F.) 4-111 SQ.F./200 + 32.4	3.7	
LOBBY + 2711 PARKING + PARKING (1 PER 100 SQ.F.)/119 SQ.F. MAIN LOBBY 163 SQ.F. PRICE CORRIDOR 10 SQ.F. HALL, ROOM 551 SQ.F. COTY. RM 160 SQ.F.	9	

TOTAL	515	432
TOTAL ICE PARKING	9	10 "
" INCLUDED IN TOTAL		
LOADING SPACES	41,000 SQ YARD	PROVIDED
	2	3

1993

[illegible]

GROSS AREA	
FLOOR	SQUARE FOOTAGE
GROUND	57,004 SF.

[illegible]

COLLETT STATION	
AREA	SQUARE FOOTAGE
COLLETT WAREHOUSE	1143 S.F.
COLLETT OFFICES	1350 S.F.
COLLETT MEZZANINE	358 S.F.
TOTAL	2850 S.F.

1 BEDROOM UNITS	125	
2 BEDROOM UNITS	10	
3 BEDROOM UNITS	10	
4 BEDROOM UNITS	1	
<b>RETAIL</b>	5,200 SQ FT	
<b>OFFICE +</b>	5,200 SQ FT	
<b>CHARGE +</b>	3,000 SQ FT	
<b>TOTAL CHARGE AREA</b>		<b>13,400 SQ FT</b>
<b>TOTAL RETAIL AREA</b>		<b>5,200 SQ FT</b>

TOTAL PARKING SPACES PER FLOOR	
GROUND FLOOR	35 PARKING SPACES
SECOND FLOOR	16 PARKING SPACES
THIRD FLOOR	12 PARKING SPACES
FOURTH FLOOR	10 PARKING SPACES
FIFTH FLOOR	33 PARKING SPACES
TOTAL	106 PARKING SPACES

# ZONING CHART



SOUTHWEST 40th STREET (BIRD ROAD)

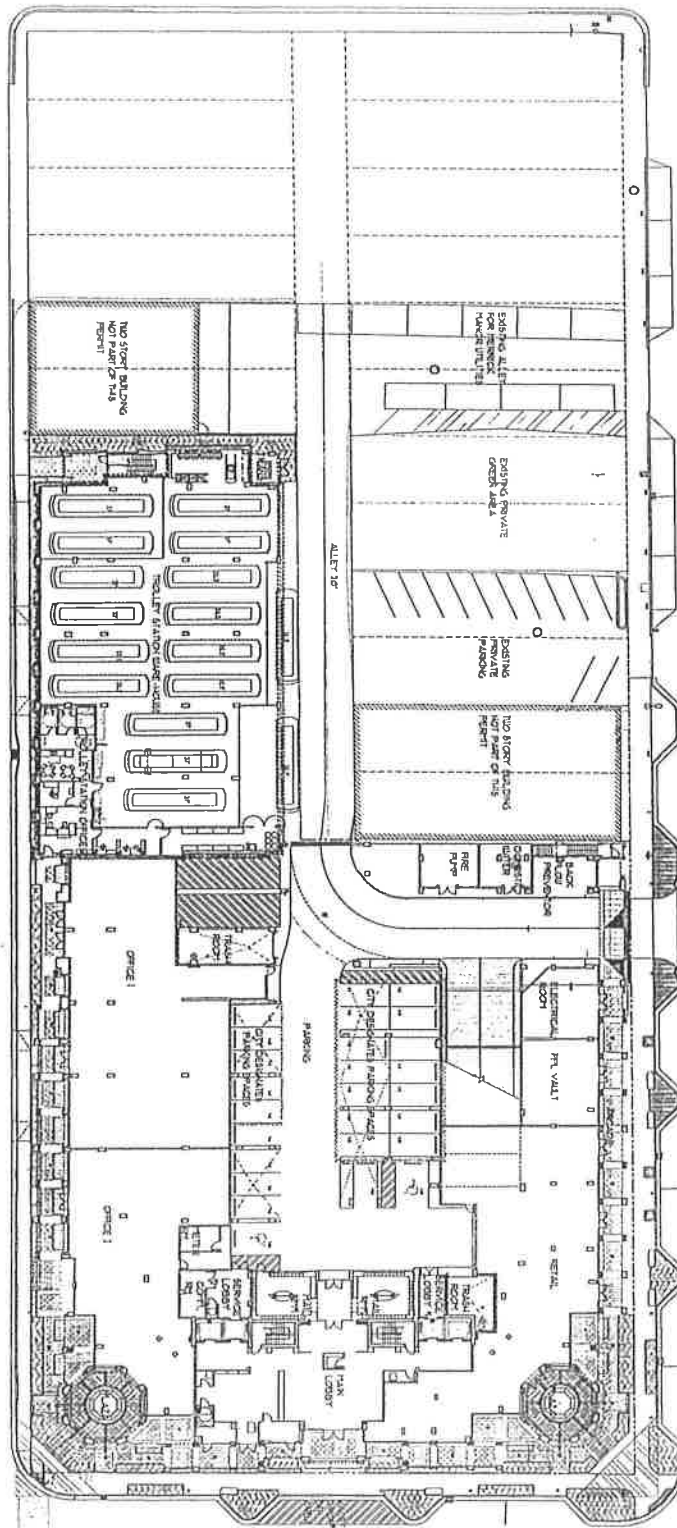
LADANA STREET

ALHAMBRA AVENUE

LEAD ROAD (NATE ROAD 303)

EXHIBIT A2

OVERALL SITEPLAN  
(AT GROUND LEVEL)  
SCALE: 1/8" = 1'-0"

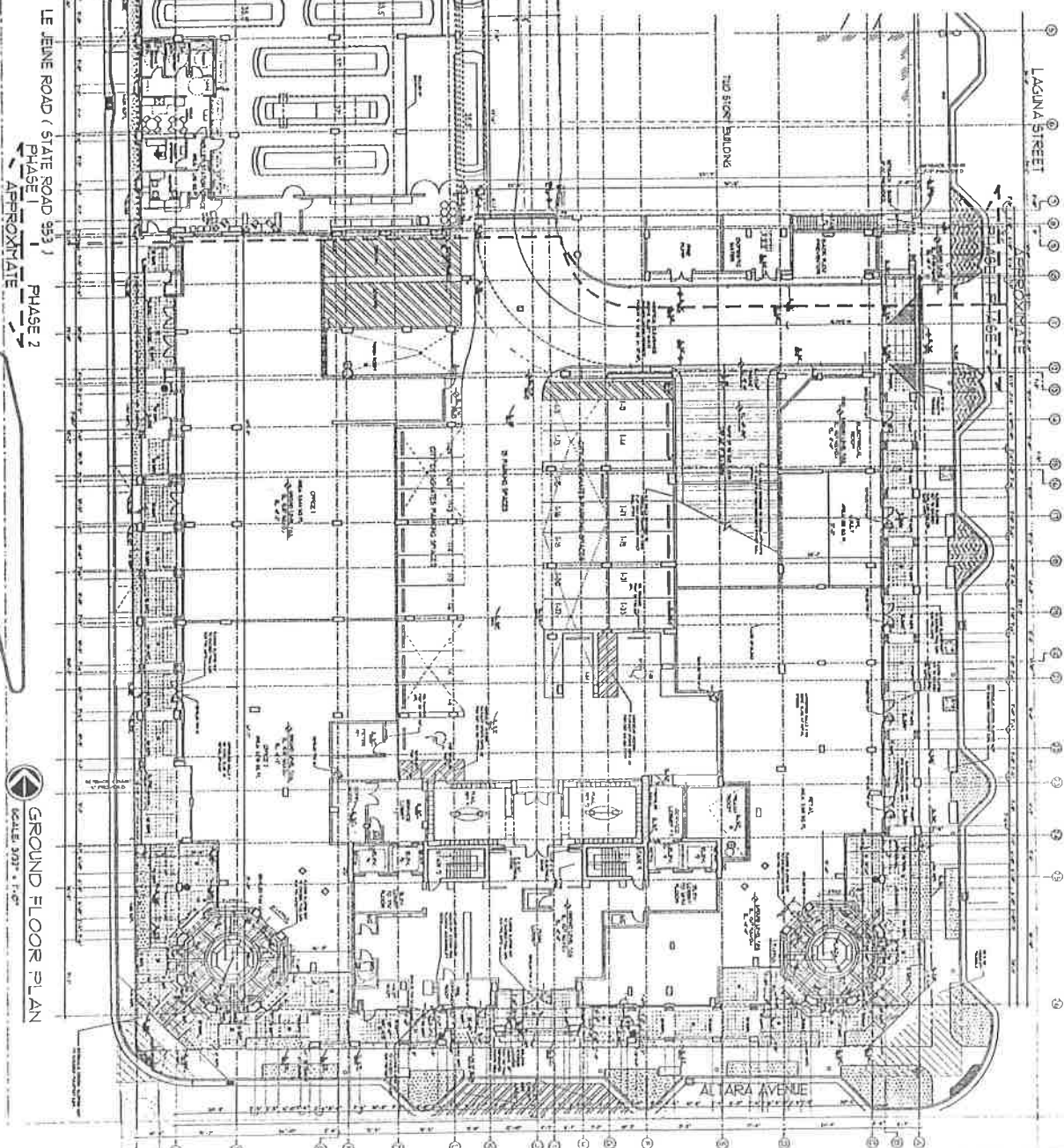


NAME, ROOM ELEVATION E-4  
CL. OUT HAYD.

Model	Model	Model
-------	-------	-------

100% and 100% respectively. The results are shown in Table 1.





LE JEUNE ROAD ( STATE ROAD 953 )  
PHASE 1  
PHASE 2  
APPROXIMATE

GROUND FLOOR PLAN  
SCALE: 3/32" = 1'-0"



GROUND FLOOR PLAN  
TROLLEY STATION  
SCALE 3/16" = 1'-0"



GROUND FLOOR PLAN  
CITY DESIGNATED PARKING SPACES  
SCALE: 1/8" = 1'-0"



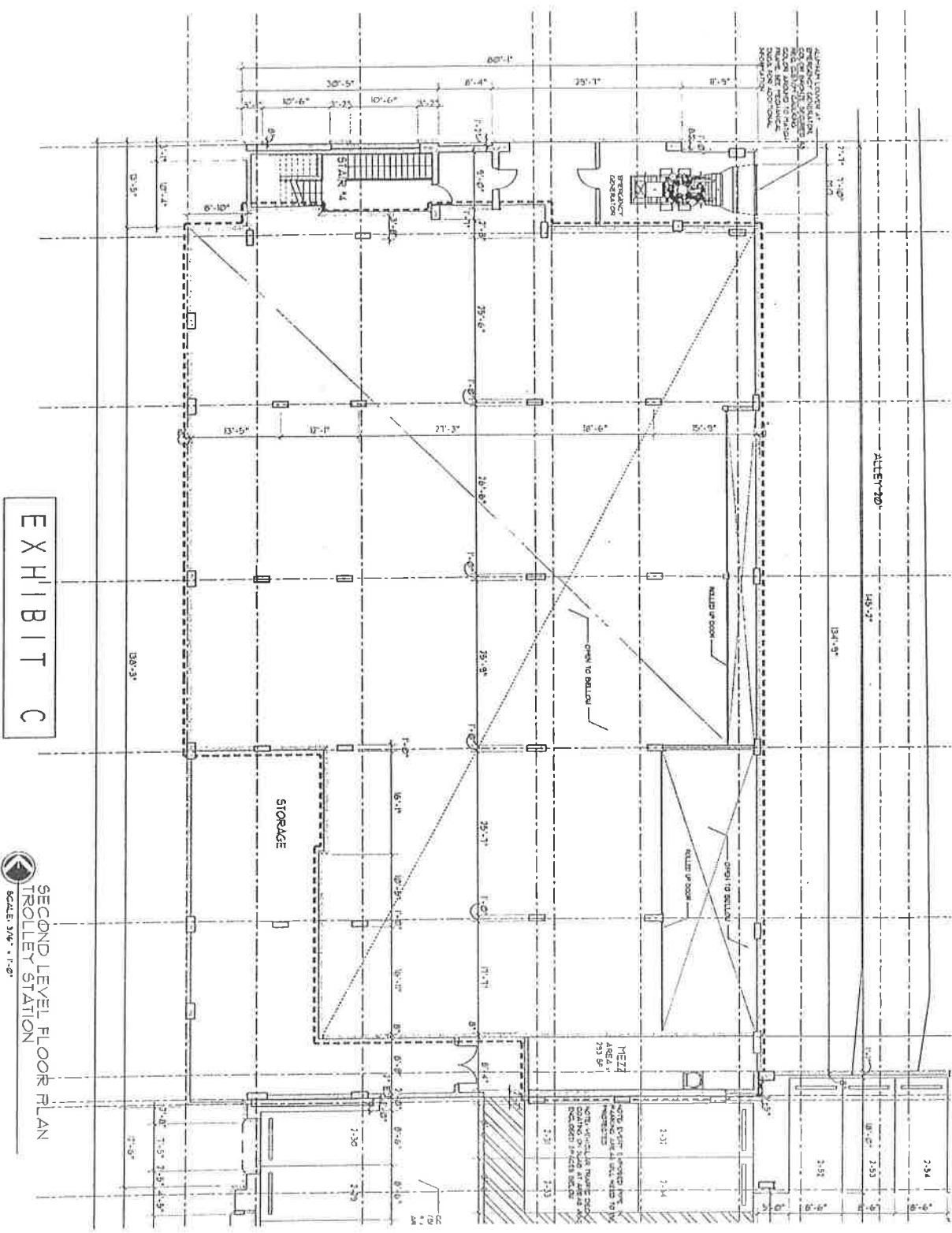


EXHIBIT C

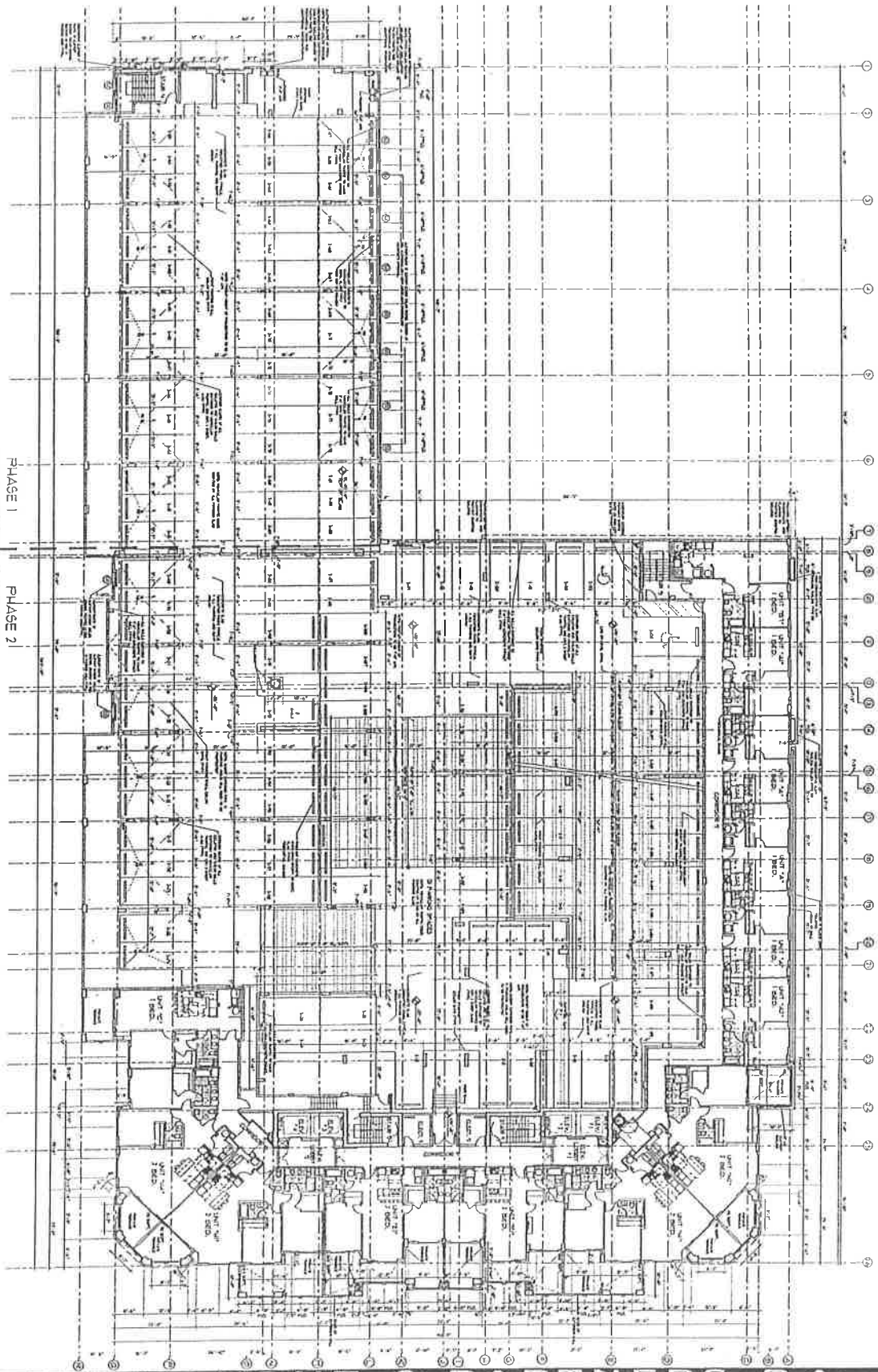
SECOND LEVEL FLOOR PLAN  
TROLLEY STATION  
SCALE 3/8" = 1'-0"



PHASE 1  
PHASE 2  
APPROXIMATE

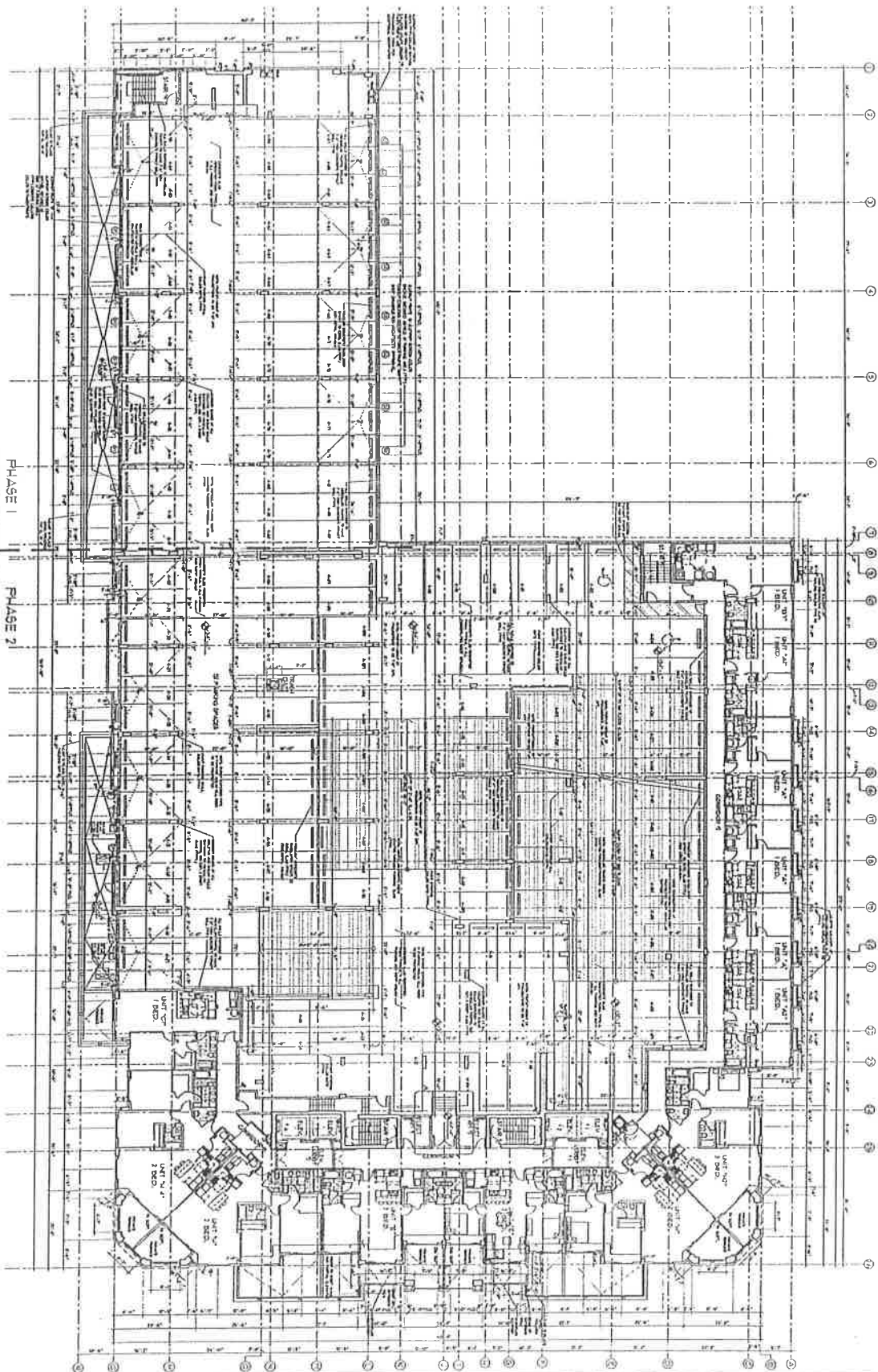


THIRD LEVEL FLOOR PLAN  
SCALE: 3/32" = 1'-0"



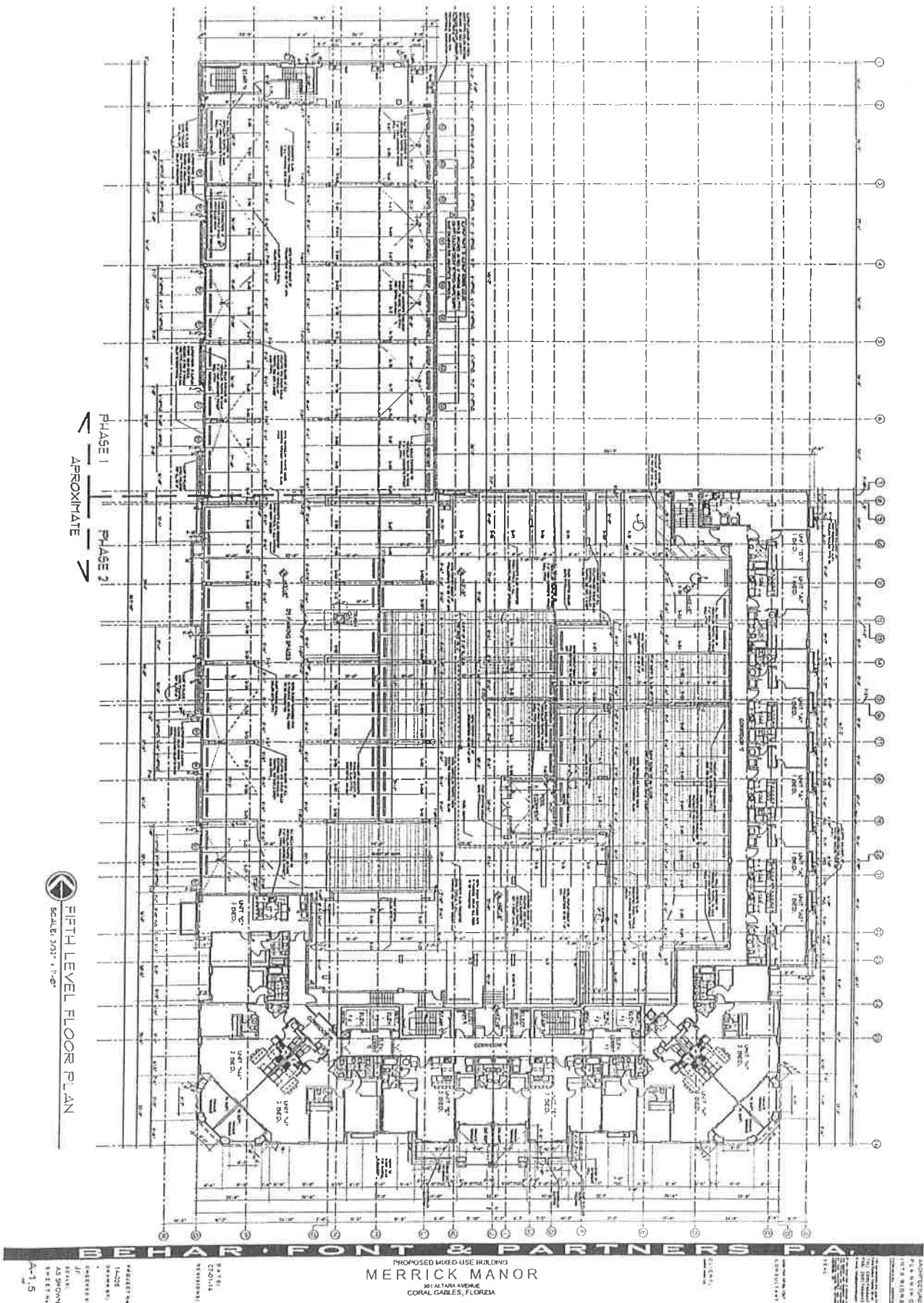
PHASE 1  
APPROXIMATE  
PHASE 2

FOURTH LEVEL FLOOR PLAN  
SCALE: 1/32" = 1'-0"



PHASE 1  
APPROXIMATE  
PHASE 2

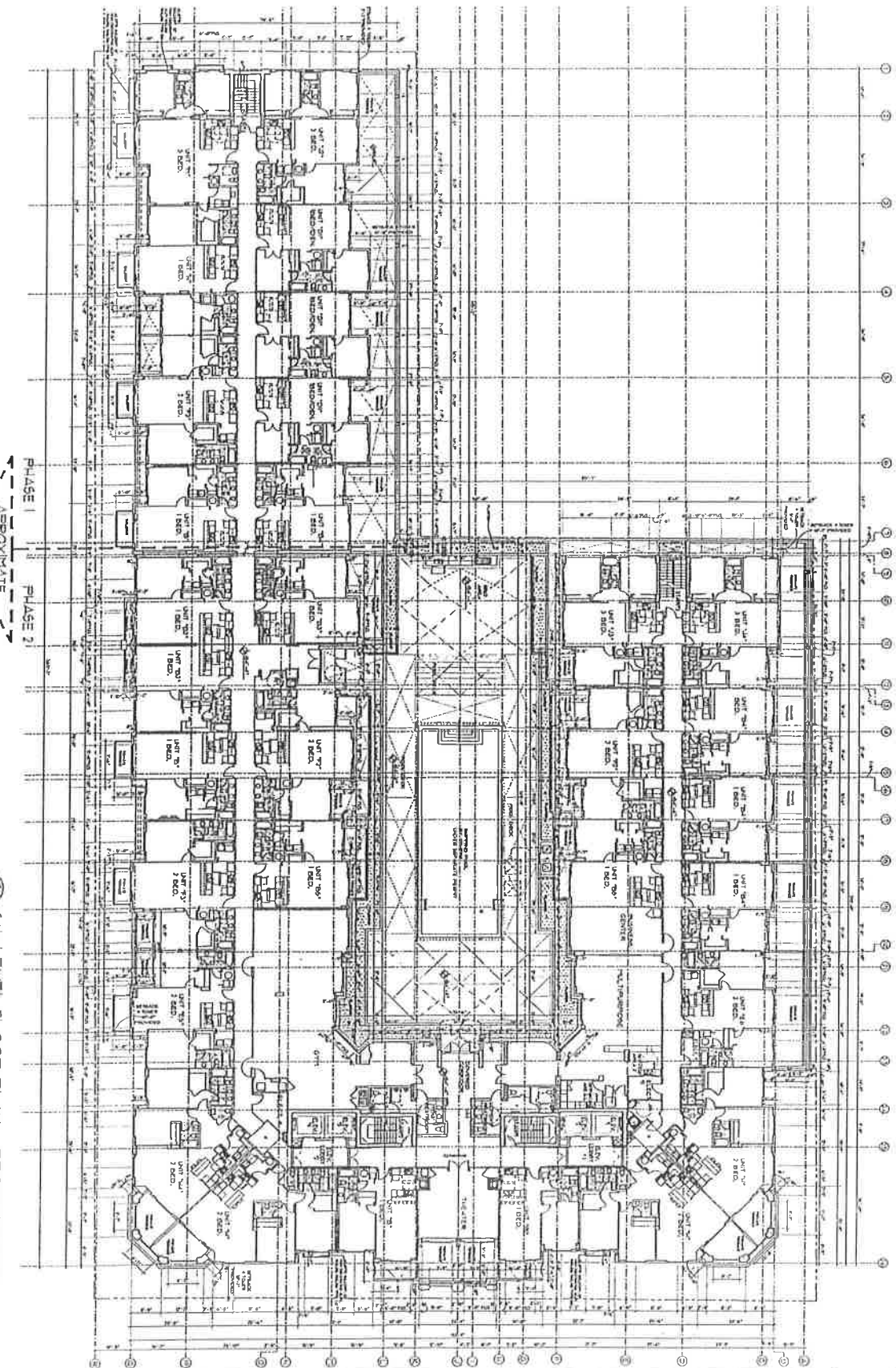
FIFTH LEVEL FLOOR PLAN  
SCALE: 3/32" = 1'-0"





PHASE 1  
APPROXIMATE  
PHASE 2

6th LEVEL FLOOR PLAN - RECREATIONAL  
SCALE: 1/8" = 1'-0"

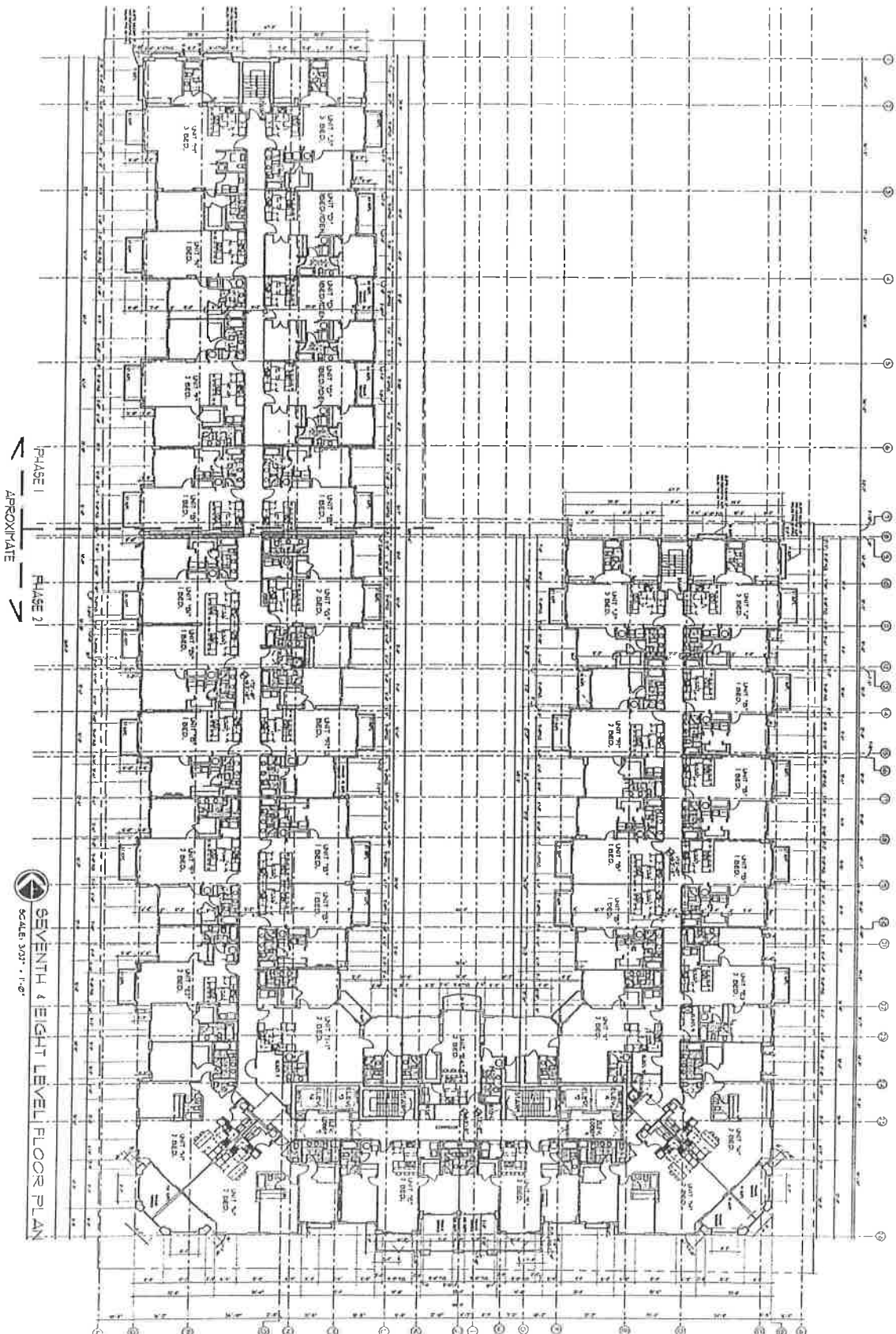


BEHAR, FONT & PARTNERS P.A.

PROPOSED MIXED-USE BUILDING  
MERRICK MANOR  
301 ALTAMA AVENUE  
CORAL GABLES, FLORIDA

SCALE: 1/8" = 1'-0"  
A-1.6

REVISIONS  
DATE  
BY  
DESCRIPTION

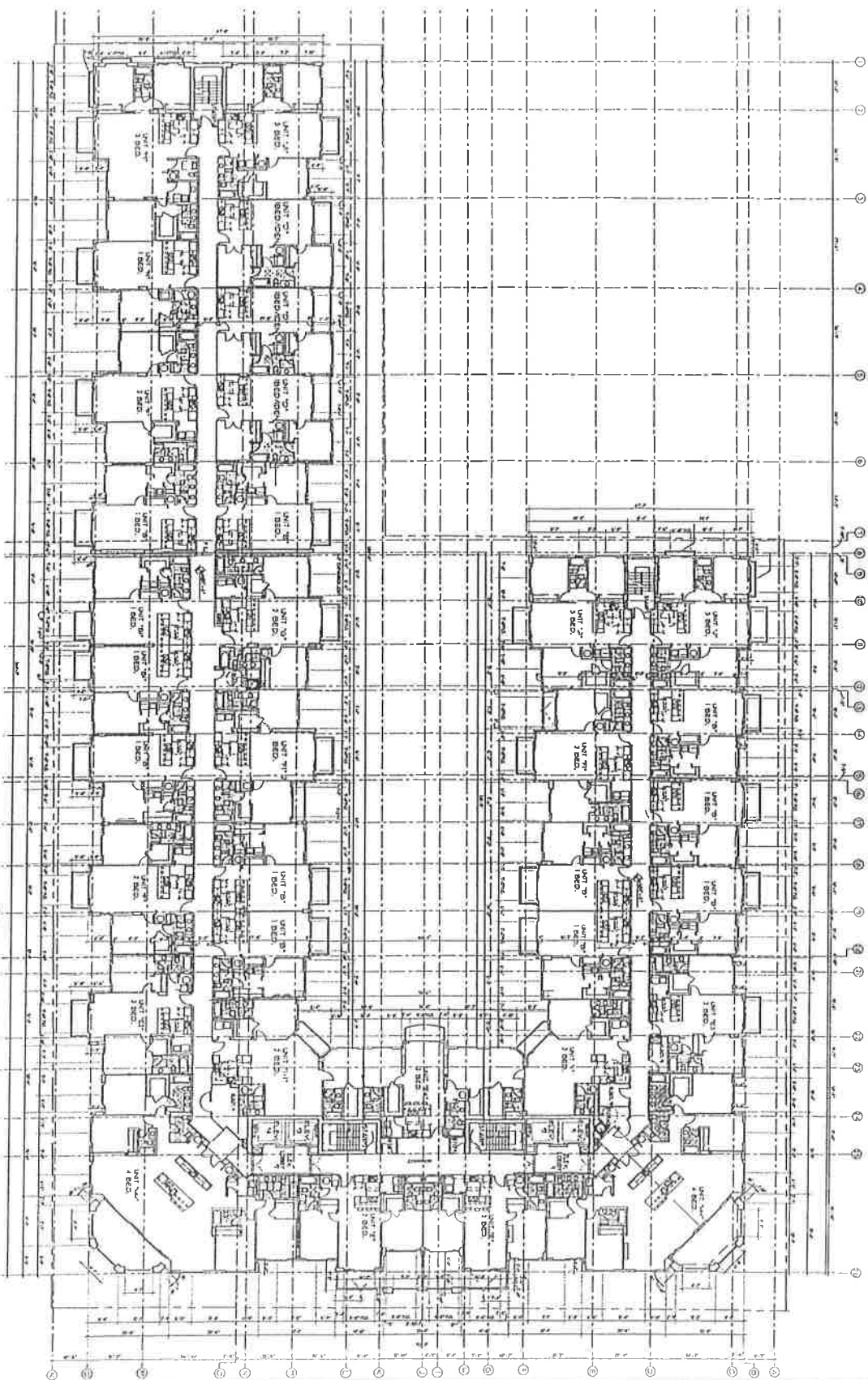


PHASE 1  
APPROXIMATE  
PHASE 2

SEVENTH & EIGHT LEVEL FLOOR PLAN  
SCALE: 3/32" = 1'-0"

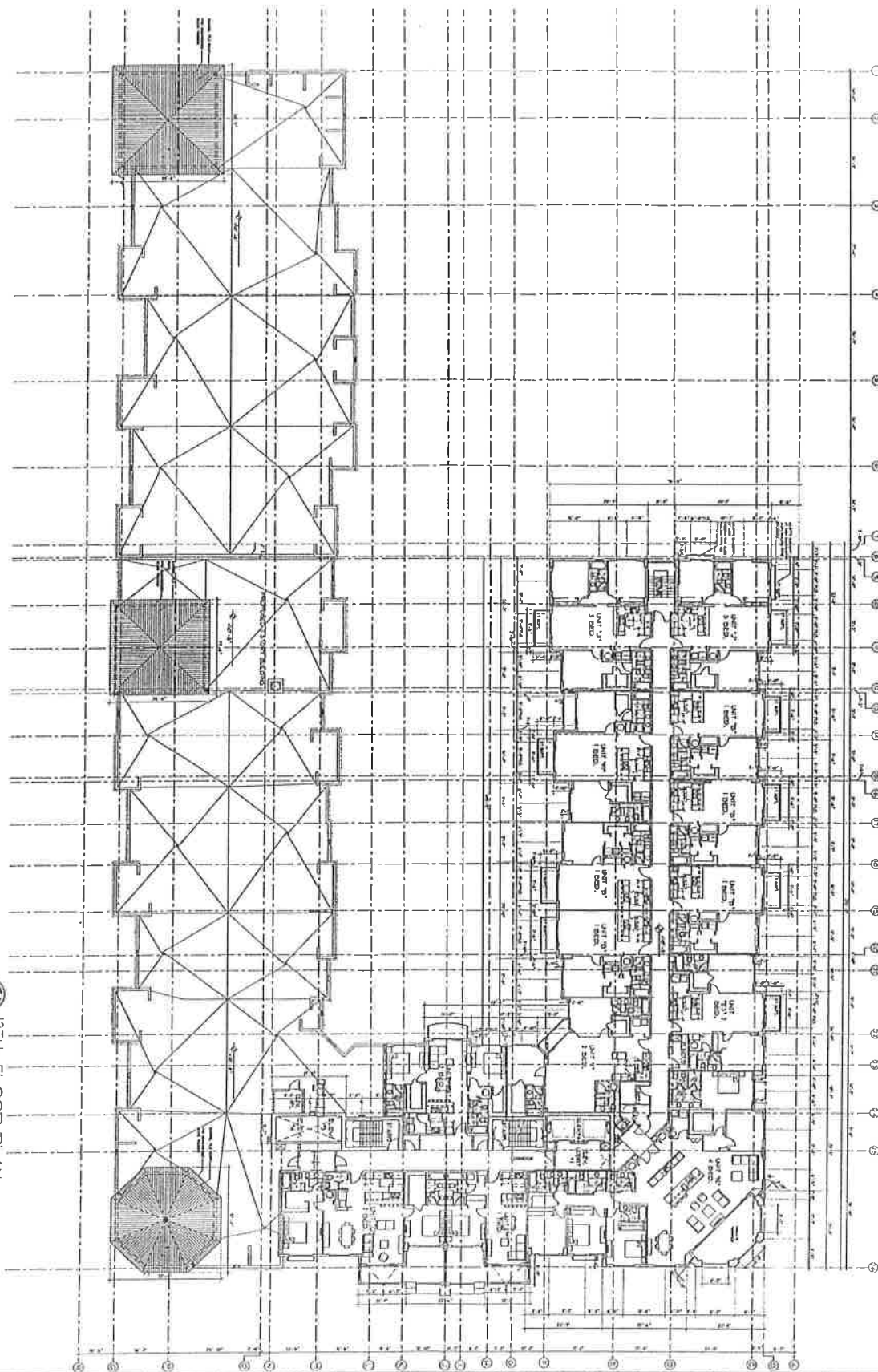


1111 LEVEL FLOOR PLAN  
SCALE: 3/32" = 1'-0"





12TH FLOOR PLAN  
SCALE: 3/32" = 1'-0"

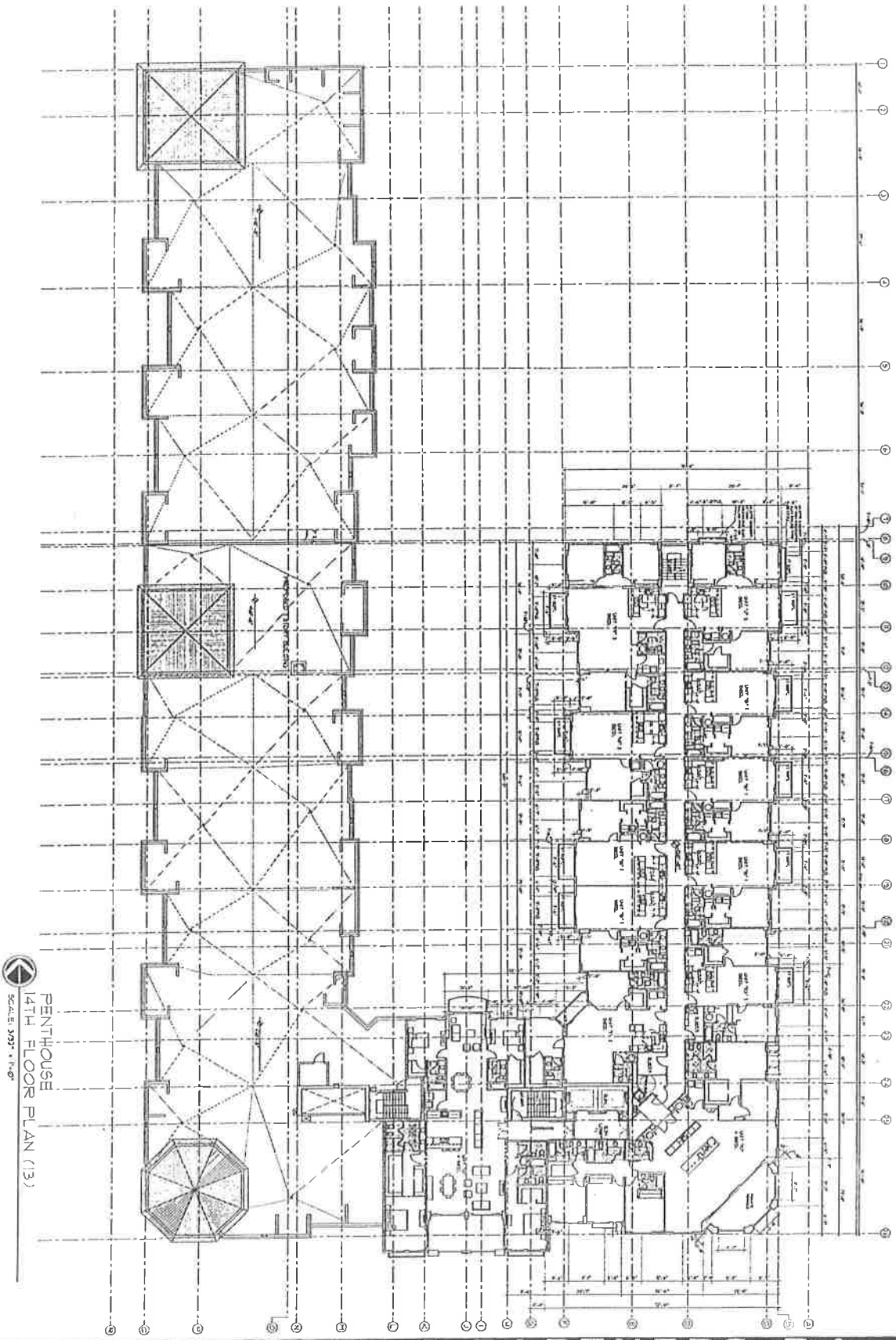


BEHAR, FONT & PARTNERS P.A.

PROPOSED MIXED USE BUILDING  
MERRICK MANOR  
381 ALABAMA AVENUE  
CORAL GABLES, FLORIDA

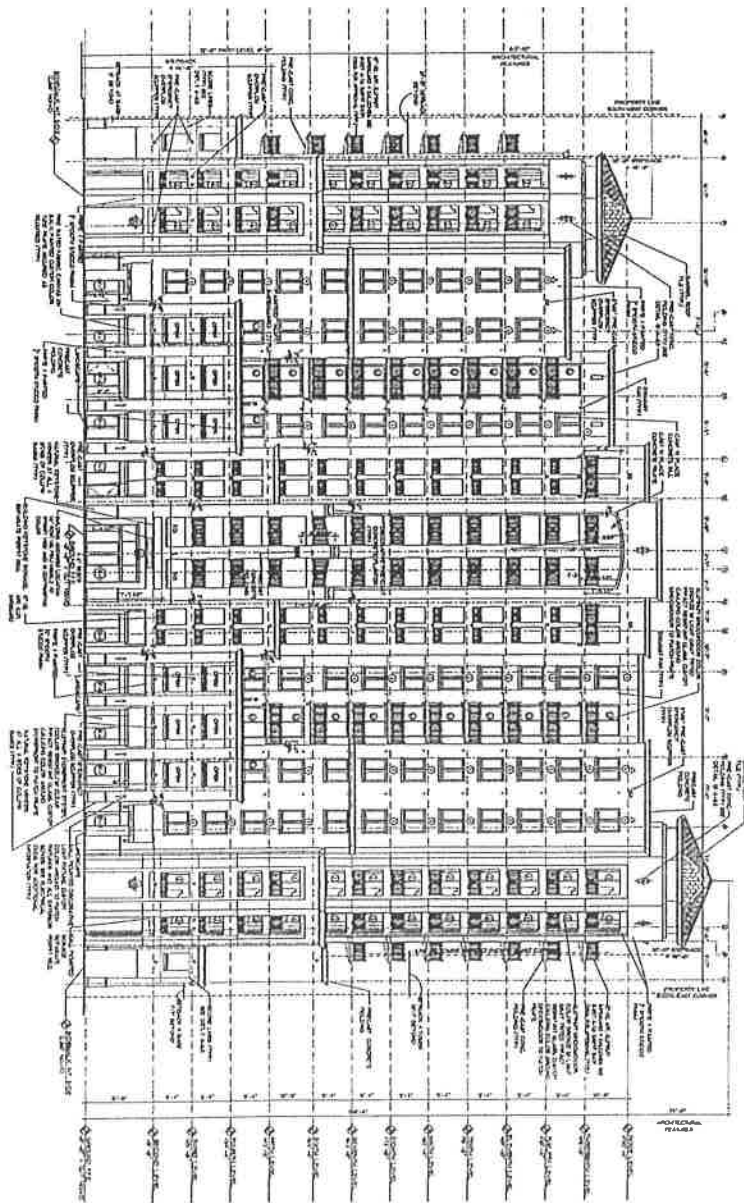
DATE: 10/1/10  
BY: [Signature]  
CHECKED: [Signature]  
SCALE: 3/32" = 1'-0"  
A-10

NOTES:  
1. SEE ARCHITECT'S NOTES FOR DETAILS.  
2. SEE STRUCTURAL NOTES FOR DETAILS.  
3. SEE MECHANICAL NOTES FOR DETAILS.  
4. SEE ELECTRICAL NOTES FOR DETAILS.  
5. SEE PLUMBING NOTES FOR DETAILS.  
6. SEE FIRE PROTECTION NOTES FOR DETAILS.  
7. SEE LANDSCAPE ARCHITECT'S NOTES FOR DETAILS.  
8. SEE CIVIL ENGINEER'S NOTES FOR DETAILS.  
9. SEE ENVIRONMENTAL NOTES FOR DETAILS.  
10. SEE HISTORIC PRESERVATION NOTES FOR DETAILS.



PENTHOUSE  
 14TH FLOOR PLAN (13)  
 SCALE: 3/32" = 1'-0"

# BEHAR, FONT & PARTNERS P.A.



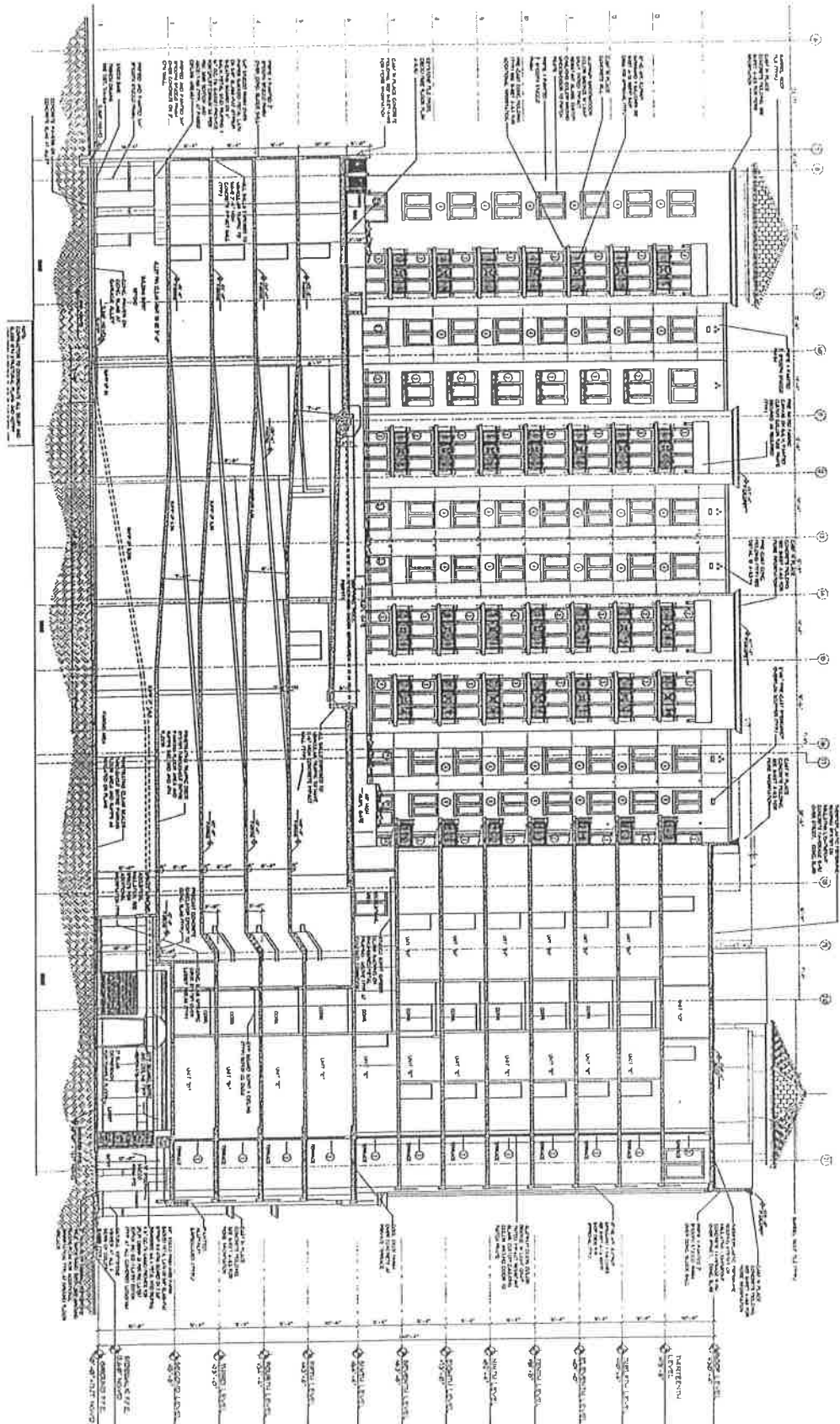
SOUTH ELEVATION  
SCALE: 1/8" = 1'-0"





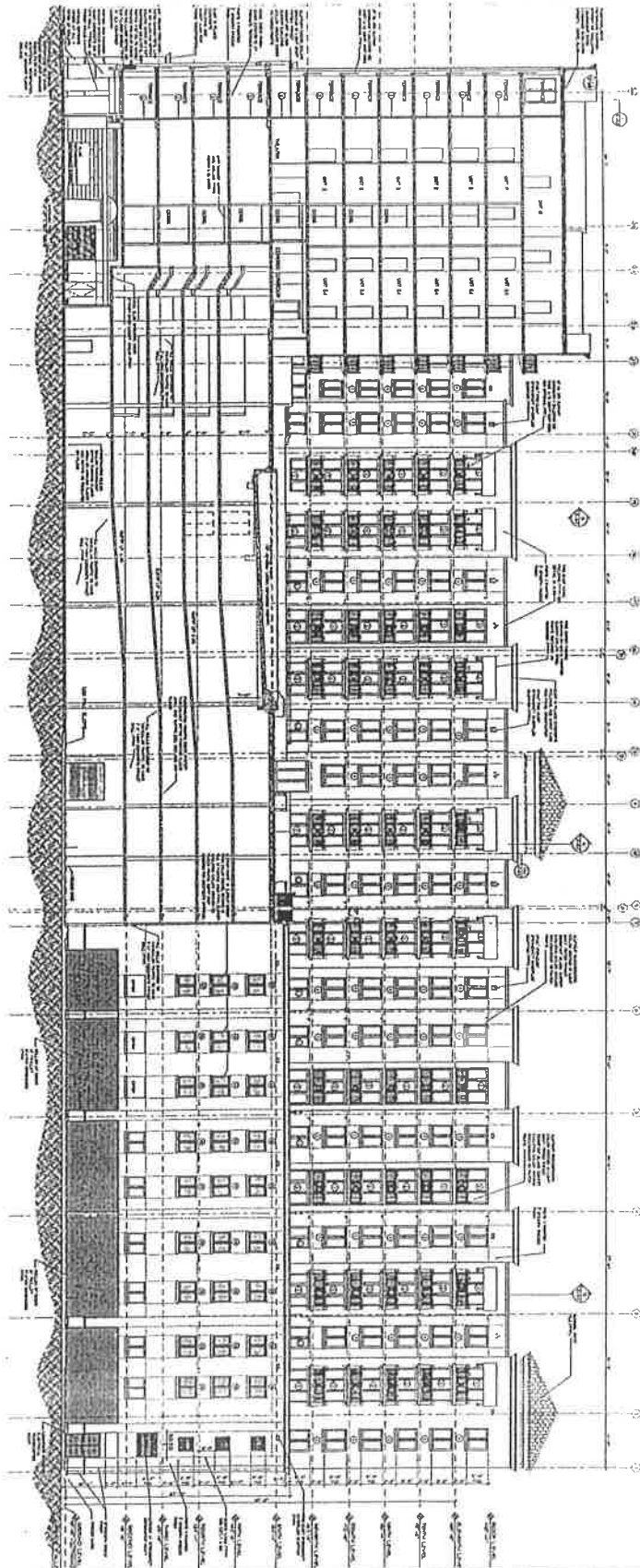






BUILDING SECTION B-B

SCALE: 1/8" = 1'-0"



BUILDING SECTION B-B

## EXHIBIT F

### CERTAIN PROVISIONS TO BE INCLUDED IN THE LEASE

(a) **Term.** The term of the Lease shall be for a period of two (2) years, commencing on the City Land Closing and continuing for a period of two (2) years thereafter (the "Commencement Date"). The term of this Lease shall automatically renew for successive one (1) year terms in order to ensure the City's continued use of said facility until the Trolley Station Closing whereupon the Lease shall automatically terminate; provided, however, the City shall have the right to remain in possession of the City Land for a reasonable time (not to exceed ten (10) business days) after such termination for the purpose of moving the City's trollies, furniture, equipment and other personal property to the New Trolley Station.

(b) **Base Rent.** The City shall not be required to provide a security deposit or pay Base Rent during the term of this Lease or any extensions and/or renewals thereof.

(c) **Triple Net Lease.** The Lease shall be a triple net lease with City being solely responsible (1) for any and all costs relating to the use, operation and maintenance of the Leased Premises; (2) all applicable ad valorem real and personal property taxes, if any, with respect to the Leased Premises, and (3) at City's sole and exclusive option, "self-insure" or obtain and maintain, at its sole cost and expense, public liability insurance and/or property damage insurance with such coverages and limits as the City may determine in its sole and absolute discretion.

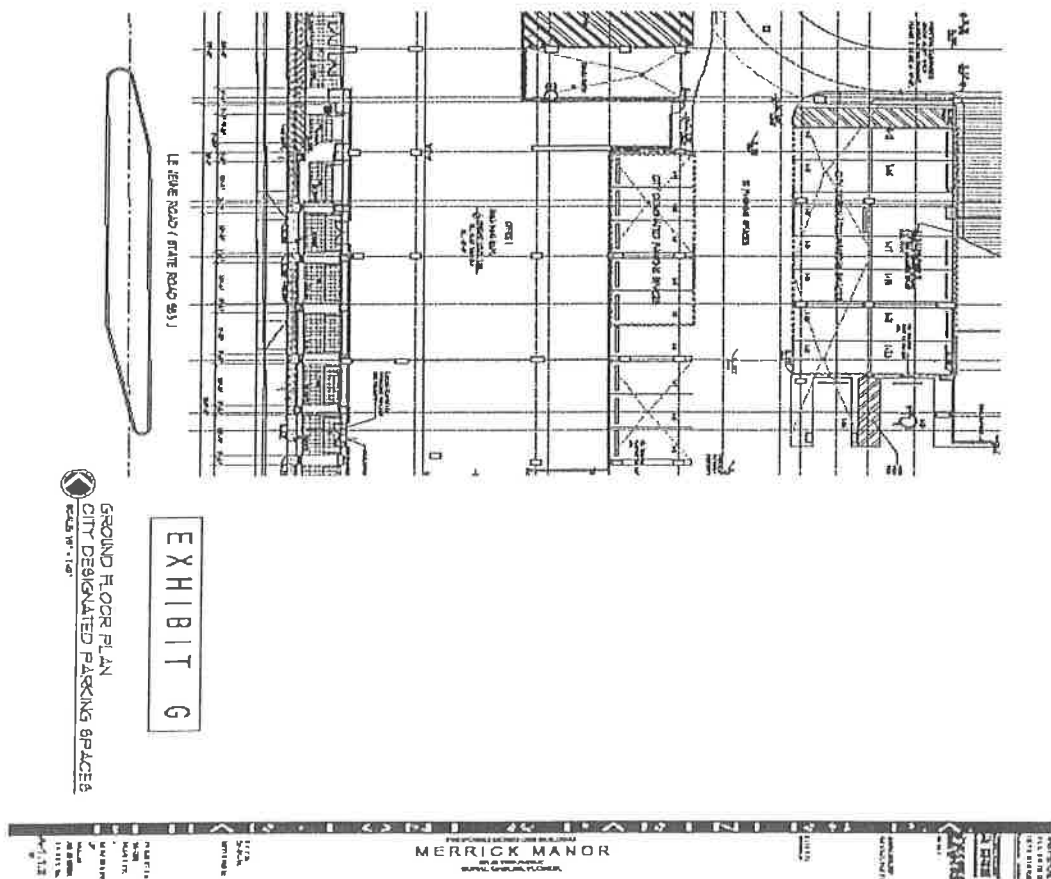
(d) **Subordination, Non-Disturbance and Attornment:** The Lease and the rights of the City, as tenant thereunder shall be subject and subordinate to a mortgage securing a loan by a lender for the construction of the Merrick Manor Project; provided, however, for so long as the City is not in default of any of the terms, covenants or conditions of the Lease on the City's part to be performed (beyond any period given the City in the Lease to cure such default), (i) City's possession of and rights to use the Leased Premises shall not be diminished or interfered with by the lender and (i) lender will not join the City as a party defendant in an action or proceeding foreclosing the mortgage unless such joinder is necessary under applicable Florida law to foreclose the mortgage and then only for such purpose and not for the purpose of terminating the Lease. If lender shall become the owner of the Leased Premises or the Leased Premises shall be sold by reason of foreclosure or transferred by deed-in-lieu of foreclosure, the Lease shall continue in full force and effect as a direct Lease between the then owner of the Leased Premises, and the City, as tenant, shall attorn to lender or any other such owner as its landlord.

(e) **No Waiver of Sovereign Immunity/Consequential Damages.** Notwithstanding anything contained in the Lease to the contrary, (1) the City does not waive any rights of sovereign immunity that it has under applicable law; (2) the Lease shall be subject to the provisions and monetary limitations of Section 768.28, Florida Statutes (which statutory provisions and monetary limitations shall apply as if the parties to the Lease had not entered into the Lease); and (3) in no event shall the City be liable for any consequential and/or punitive damages in connection with the Lease.

(f) No elected official, officer, administrator, official, agent or employee of the City shall be charged personally or held contractually liable under any term or provision of the Lease (or any other document executed in connection with the Lease) or of any supplement or amendment thereof or because of any breach thereof, or because of his/her execution thereof, or any obligation or liability arising out of or in connection with any of the foregoing.

# Exhibit G

## CITY DESIGNATED PARKING SPACES





**EXHIBIT "B"**  
**DEVELOPMENT PROPOSAL**

# PROPOSED MIXED-USE BUILDING MERRICK MANOR

301 ALTARA AVENUE  
CORAL GABLES, FLORIDA

(15 TROLLEYS)

PLANS ARE SUBJECT TO FURTHER REVISION  
PRIOR TO CITY COMMISSION APPROVAL OF  
SETTLE AGREEMENT

07-07-2014

## ARCHITECT

135 SAN LORENZO AVENUE, SUITE 610  
CORAL GABLES, FLORIDA 33134  
TEL: (305) 740-5442  
FAX: (305) 740-5443

PROJECT NO. 14-025

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**OWNER:**  
MERRICK MANOR, LLC.  
301 SOUTH BAYSHORE DR.  
SUITE 1800  
MIAMI, FLORIDA 33133  
TEL: 305-689 6911

**ARCHITECT:**  
BEHAR • FONT &  
PARTNERS, P.A.  
135 SAN LORENZO AVE, SUITE 610  
CORAL GABLES, Florida 33146  
TEL: 305-740 5442  
FAX: 305-740 5443  
FL REGISTRATION NO.: A40002451

**CIVIL:**  
AVIÑO & ASSOCIATES, INC.  
1320 SW 5TH AVENUE, SUITE 207  
MIAMI, FLORIDA 33134  
TEL: 305-355 6500  
FAX: 305-265 9003  
FL REGISTRATION No. 22207

**ELECTRICAL:**  
VITAL ENGINEERING  
7100 SW 89th AVENUE SUITE 202  
MIAMI, FLORIDA 33155  
TEL: 305-412 0000  
FAX: 305-412 0005  
FL REGISTRATION No. PE 15680

**MECHANICAL &  
PLUMBING  
RPI CONSULTING  
ENGINEERS, INC.**  
4977 SW 74th COURT  
MIAMI, FLORIDA 33155  
TEL: 305-686 2131  
FAX: 305-686 2131  
FL REGISTRATION No. PE 16295

**STRUCTURAL:**  
DE LOS REYES  
ENGINEERING, INC.  
8128 NW 28th STREET SUITES 1 & 2  
MIAMI, FLORIDA 33172  
TEL: 305-477 8825  
FAX: 305-477 8814  
FL REGISTRATION PE No. 20112

**LANDSCAPE:**  
WITHIN HILLS  
DESIGN GROUP  
307 SOUTH 81ST AVENUE  
HOLLYWOOD, FLORIDA 33020  
TEL: 954-523 8881  
FAX: 954-523 8881  
FL REGISTRATION LANDSCAPE No. 20029

## ZONING INFORMATION

PROJECT NAME:	HERSCO MAJOR
PROPERTY ADDRESS:	301 ATLANTA AVENUE
ZONING:	* C-1-1-1 W/NO OVERLAY FIXED OCCUPANCY
NET LOT AREA SITE, NET LOT AREA ALLEY:	61,097 SQ. FT. 4,100 SQ. FT.
NET LOT AREA:	65,197 SQ. FT. (1.500 ACRES)

PERMANENT MAJOR / TROUBLE TO BE CONSTRUCTED, INSPECTED, APPROVED, AND OCCUPIED IN PHASES UNDER A / 3-66-03 (USING APPLICABLE CODE UNLESS "REUSE" OR "DEVIATION FROM SAME" HAS BEEN DETERMINED AND / OR IS REQUIRED).

PERMANENT MAJOR / TROUBLE TO BE CONSTRUCTED IN AN EFFICIENT MANNER PER DEVELOPER / CONTRACTOR REQUIREMENTS.

AT INITIAL PHASE, INCLUSIVE OF THE TROUBLE WILL INCLUDE PERMANENT UTILITIES, 5/675/16 OR TEMPORARY UTILITIES / SYSTEM CONNECTIONS WITH PERMANENT CHARACTERISTICS, WHERE APPLICABLE TROUBLE WILL BE SWITCHED OVER TO PERMANENT MAJOR PERMANENT UTILITIES / 5/675/16.

MAXIMUM UNITS	ALLOCAVED	PROVIDED
1. BEDROOM UNITS + 125 2. BEDROOM UNITS + 3 3. BEDROOM UNITS + 8 4. BEDROOM UNITS + 1	165	263

MAXIMUM FILL	COAL DUSTS, 20 PERCENT OF TOTAL, 65	ALLOWED 35	PROVIDED 55
5.175 F.A.R. 6.001 X 3.5, 71354		71354 SQ. FT. (20.85% /	
ALLEY F.A.R. 4.100 X 3.5, 16,450		16,450 SQ. FT. (1.15% /	
NEW ACCESS EXEMPTION, PROVIDED, 335 SQ. FT.			
TOTAL		72,834 SQ. FT.	354,432 SQ. FT.

PROPOSED BUILDING		FAIR
GROUND FLOOR	14,513 SQ. FT.	
2ND RESIDENTIAL	18,708 SQ. FT.	
3RD RESIDENTIAL	14,467 SQ. FT.	
4TH RESIDENTIAL	14,467 SQ. FT.	
5TH RESIDENTIAL	14,175 SQ. FT.	
6TH RESIDENTIAL	14,071 SQ. FT.	
7TH RESIDENTIAL	46,294 SQ. FT.	
8TH RESIDENTIAL	46,294 SQ. FT.	
9TH RESIDENTIAL	46,294 SQ. FT.	
10TH RESIDENTIAL	46,294 SQ. FT.	
11TH RESIDENTIAL	46,294 SQ. FT.	
12TH RESIDENTIAL	17,547 SQ. FT.	
13TH RESIDENTIAL	16,648 SQ. FT.	
14TH RESIDENTIAL	436 SQ. FT.	
ROOF		
TOTAL GROUND AREA = 290,000 SQ. FT. (NOT FAIR)		
TOTAL		354,252 SQ. FT.

## BUILDING SETBACKS

	ALLOWED/REQUIRED	PROVIDED
WINDY ( ALTAIR AVENUE )	6'-0" UP TO 45' N HEIGHT 15'-0" IS OVER 45' N HEIGHT (FIREBARRI REDUCTION)	2'-0" AT BASE 15'-0" AT TOWER
90E STREET / LAKEVIEW STREET )	6'-0" UP TO 45' N HEIGHT 15'-0" IS OVER 45' N HEIGHT (FIREBARRI REDUCTION)	1'-0" AT BASE 15'-0" AT TOWER
RICE STREET / LAKEVIEW ROAD )	6'-0" UP TO 45' N HEIGHT 15'-0" IS OVER 45' N HEIGHT	0'-0" AT BASE 15'-0" AT TOWER
INTERIOR SIDE ( ADJ. PROPERTY ) LAKEVIEW STREET ( 60S ) INTERIOR SIDE ( ADJ. PROPERTY ) LAKEVIEW STREET ( 60S )	0'-0" 0'-0"	0'-0" AT BASE 5'-0" AT TOWER 4'-6" AT BASE 5'-2" AT TOWER
NEAR ADJUTANT ALLEY ( EXISTING ALLEY )	0'-0"	5'-0" AT BASE 14'-0" AT TOWER

TOTAL LOT COVERAGE	59,984 SQ. FT.
TOTAL OPEN SPACE AT GROUND FLOOR	5,713 SQ. FT.

	PROVIDED	ALTERNATED
GREEN AREA		
GROUND LEVEL (ON-SITE)		
* GRADE TO BE MAINTAINED LINE PROPERTY:	2,087 SQFT.	
* GRADE TO BE MAINTAINED SIDEWALKS:	1,693 SQFT.	
* GRADE TO BE MAINTAINED DRIVEWAY:	5,265 SQFT.	
* GRADE TO BE MAINTAINED DRIVEWAY PAVEMENT TO THE TOP OF CURB CHANCE OR THE REMAINING LANDSCAPE MATERIALS		
GROUND LEVEL (OFF-SITE) *NOT INCLUDED IN TOTAL	1,449	

RECREATIONAL LEVEL, COTTON OPEN SPIN 42Z AND GREEN FIBER 2 6th FLOOR	7,552
TOTAL	13,201 "

PACKING	ALLOWED/REJECTED	PROVIDED

3 BEDROOM, 4 BATHROOM UNITS + 35 x 125	12
RETAIL PARKING (1 PER 150 SQ.F.) 320 SQ.F./750 x 110	21
OFFICE PARKING (1 PER 300 SQ.F.) 640 SQ.F./260 x 120	32
AREAS + 60 WITH PARKING, PARKING (1 PER 300 SQ.F.) 134 SQ.F. MAIN LOBBY ELEVATOR MAIL ROOM COTT. RT1 DO 3/F.	9

TOTAL	515	453
TOTAL UC PARKING	9	10 **
** INCLUDED IN TOTAL		

NUMBER OF COPS	ALLOWED/REQUIRED	PROVIDED
	2	2

1997

[illegible]

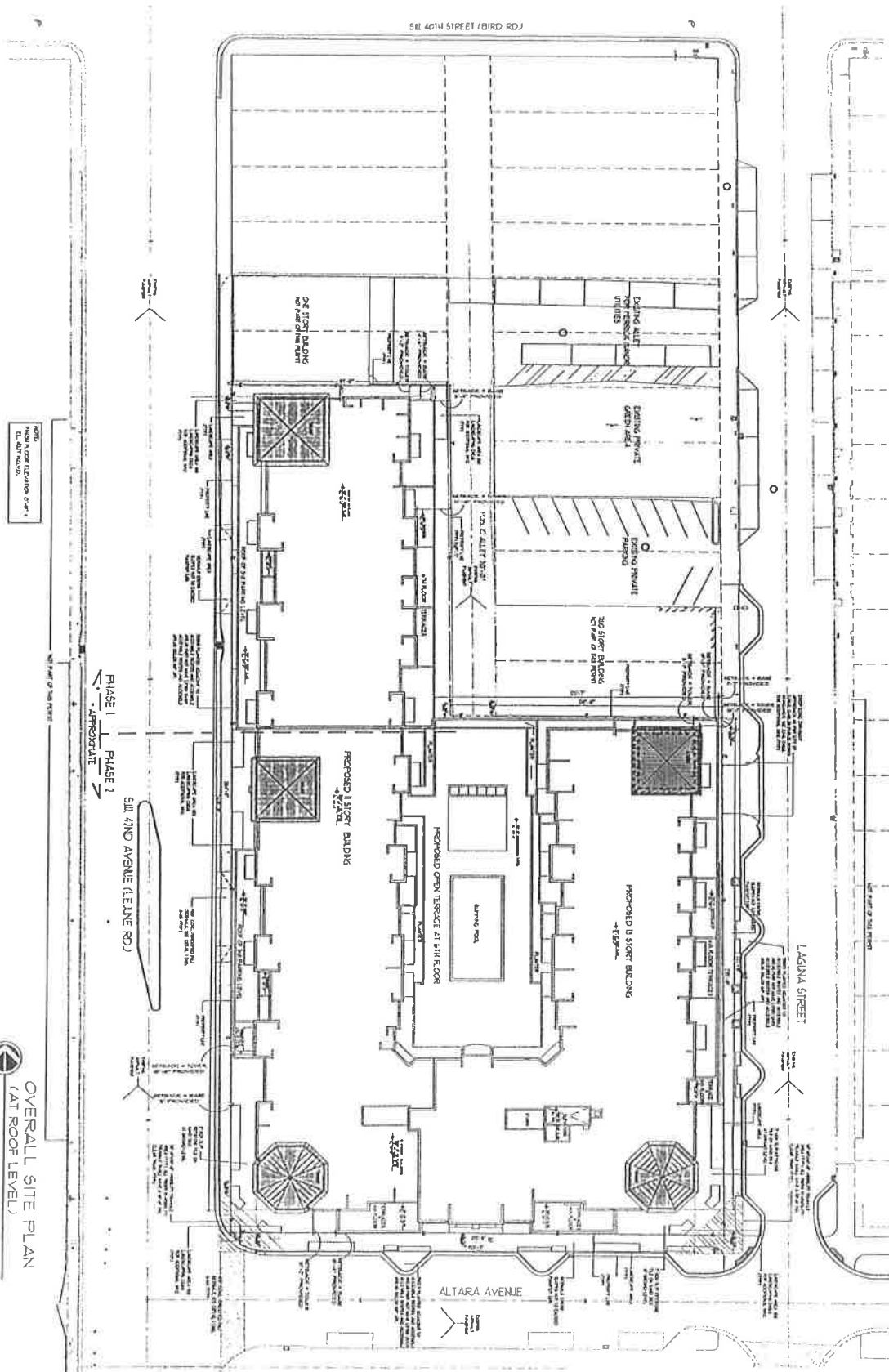
GROSS AREA	
1	2

Category	1994-95
GOVT	3,944.04
SECTOR	4,142.04
REG	5,516.87
FOURTH	59,428.64
SEVENTH	45,218.05
EIGHTH	42,316.02
NINTH	42,316.02
TENTH	42,316.02
ELEVENTH	42,316.02
Twelfth	42,316.02
THIRTEENTH	42,316.02
FOURTEENTH	42,316.02
FIFTEENTH	42,316.02
SIXTEENTH	42,316.02
SEVENTEENTH	42,316.02
EIGHTEENTH	42,316.02
NINETEENTH	42,316.02
Twentieth	42,316.02
TOTAL	3,974,500.00

AREA	SQUARE FOOTAGE
TROLLEY BUSES-ROUTE	1124 S.F.
TROLLEY OFFICES	1350 S.F.
TROLLEY MEZZANINE	339 S.F.
TOTAL	2813 S.F.

1 BEDROOM UNITS : 13	5,265 SQ FT
2 BEDROOM UNITS : 13	5,444 SQ FT
3 BEDROOM UNITS : 13	5,526 SQ FT
4 BEDROOM UNITS : 7	
<b>TOTAL</b>	<b>5,526 SQ FT</b>
<b>OFFICE #1</b>	<b>5,444 SQ FT</b>
<b>OFFICE #2</b>	<b>5,526 SQ FT</b>
<b>TOTAL OFFICE AREA:</b>	<b>5,444 SQ FT</b>
<b>TOTAL RETAIL AREA:</b>	<b>5,265 SQ FT</b>

## ZONING CHART



1994

OVERALL SITE PLAN  
(AT GROUND LEVEL)  
SCALE: 1/6" = 1'-0"

201 ALTARA AVENUE  
CORAL GABLES, FLORIDA

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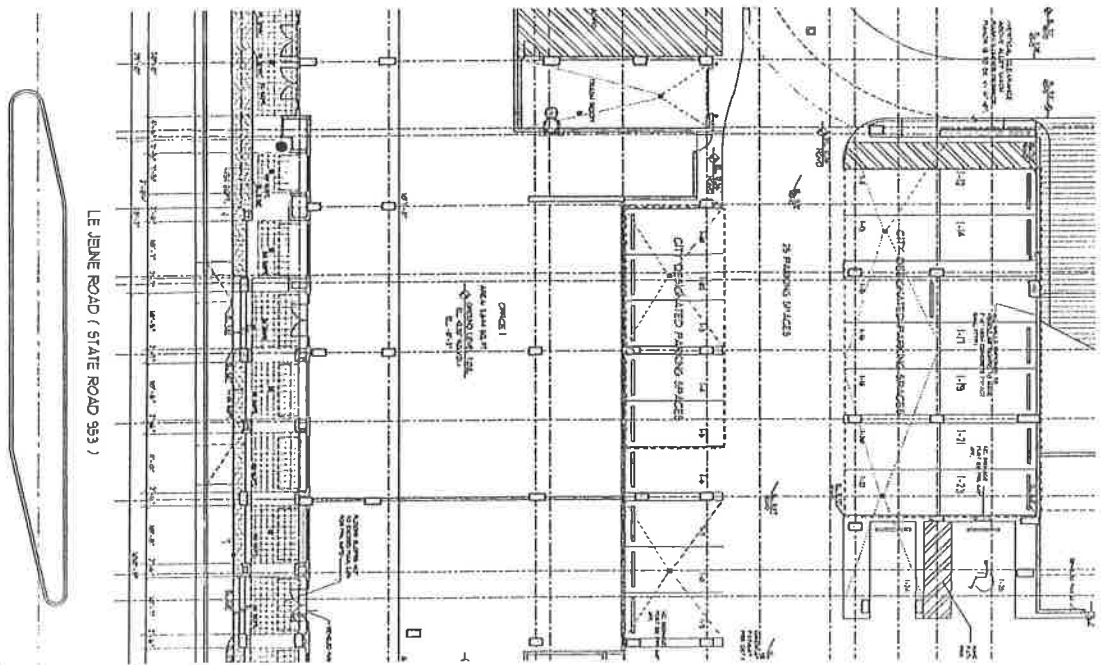


EXHIBIT G

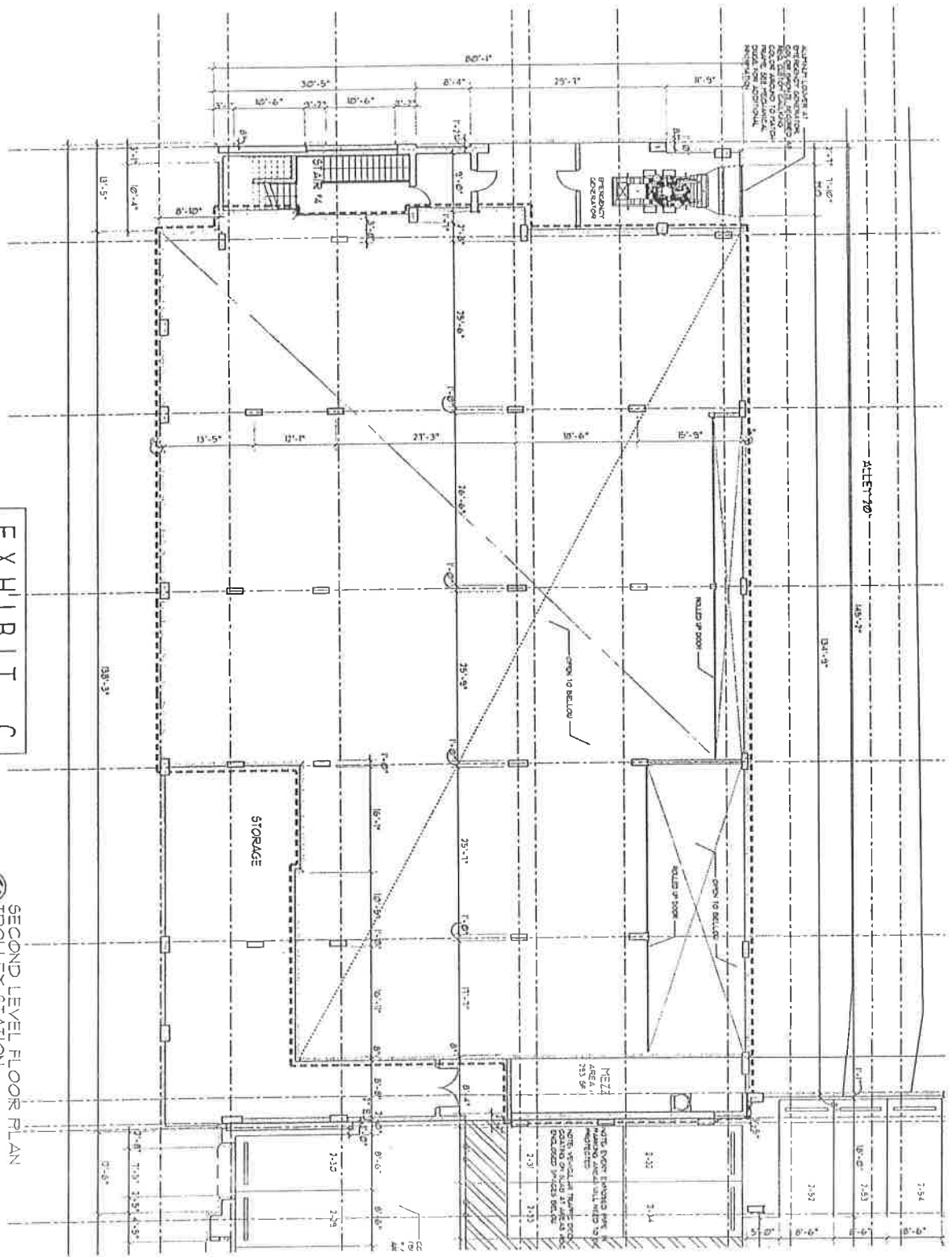
GROUND FLOOR PLAN  
CITY DESIGNATED PARKING SPACES  
SCALE: 1/8" = 1'-0"



# EXHIBIT C

SECOND LEVEL FLOOR PLAN  
TROLLEY STATION

SCALE: 3/8" = 1'-0"



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Journal of Internal Medicine 250: 103–110

© 2000 American Psychological Association  
0893-3200/00/\$12.00  
DOI: 10.1037/0893-3200.15.1.100

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PHASE 1  
PHASE 2  
APPROXIMATE

FOURTH LEVEL FLOOR PLAN  
SCALE: 3/32" = 1'-0"

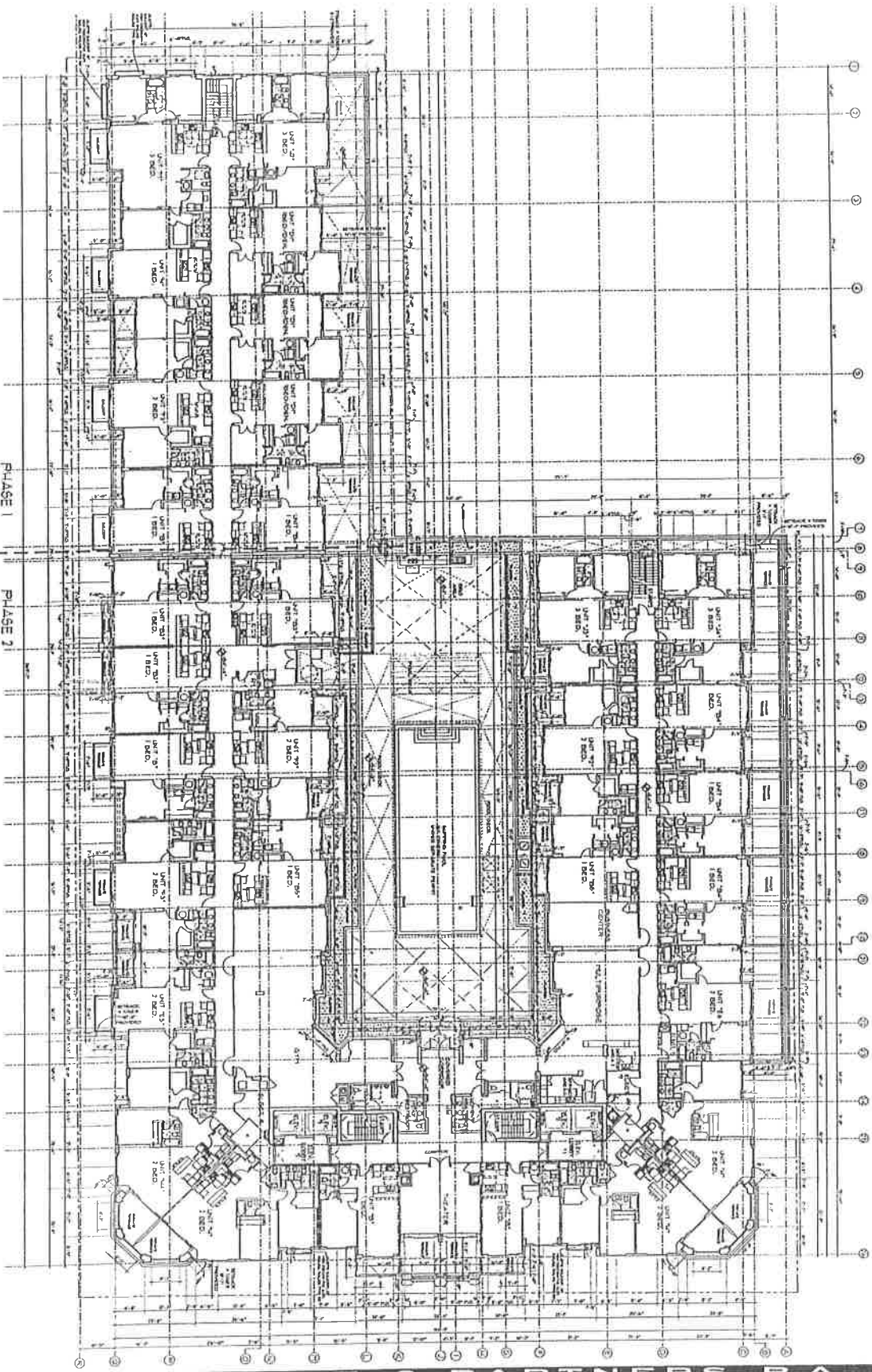


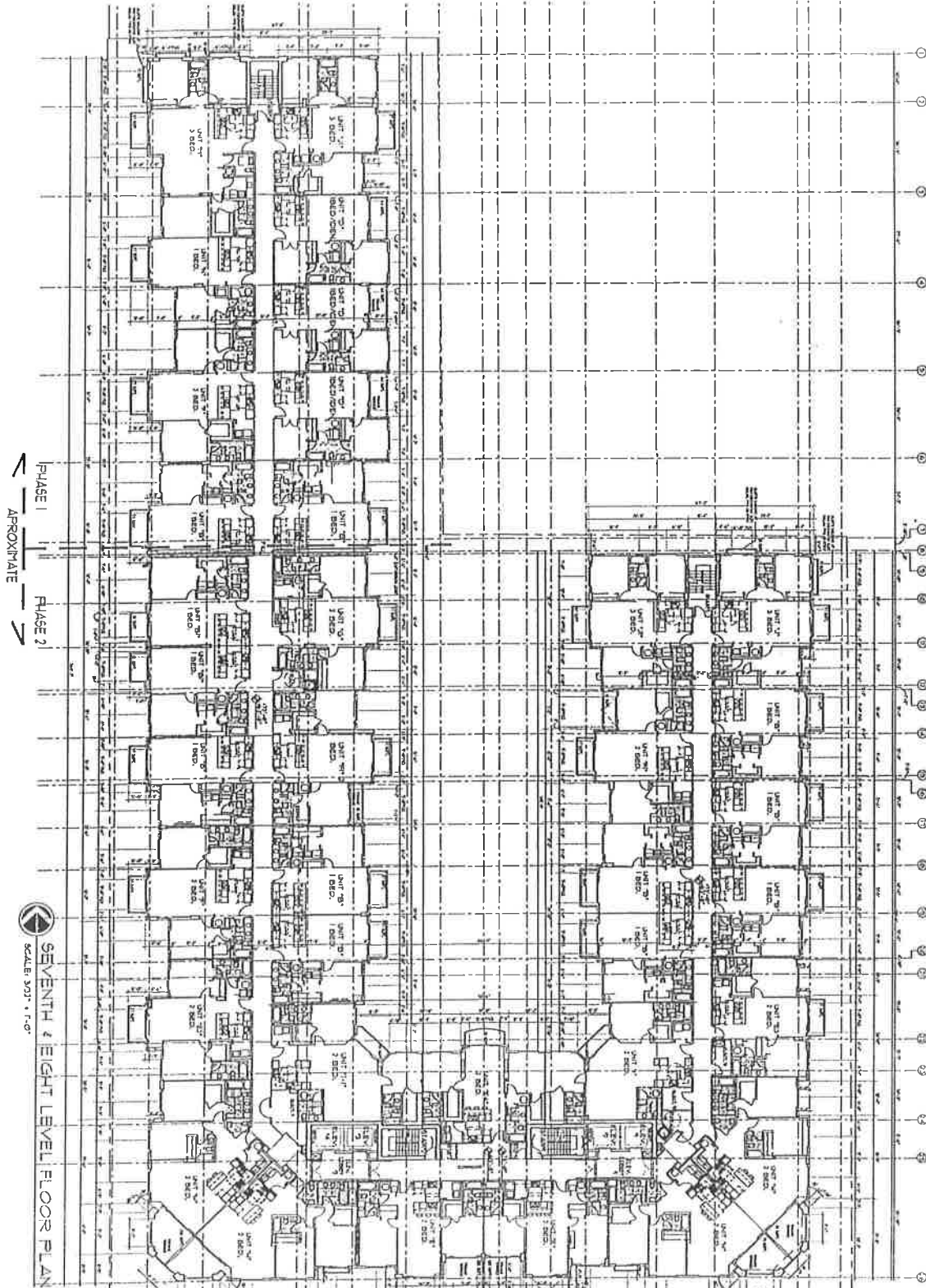


PHASE 1  
PHASE 2  
APPROXIMATE

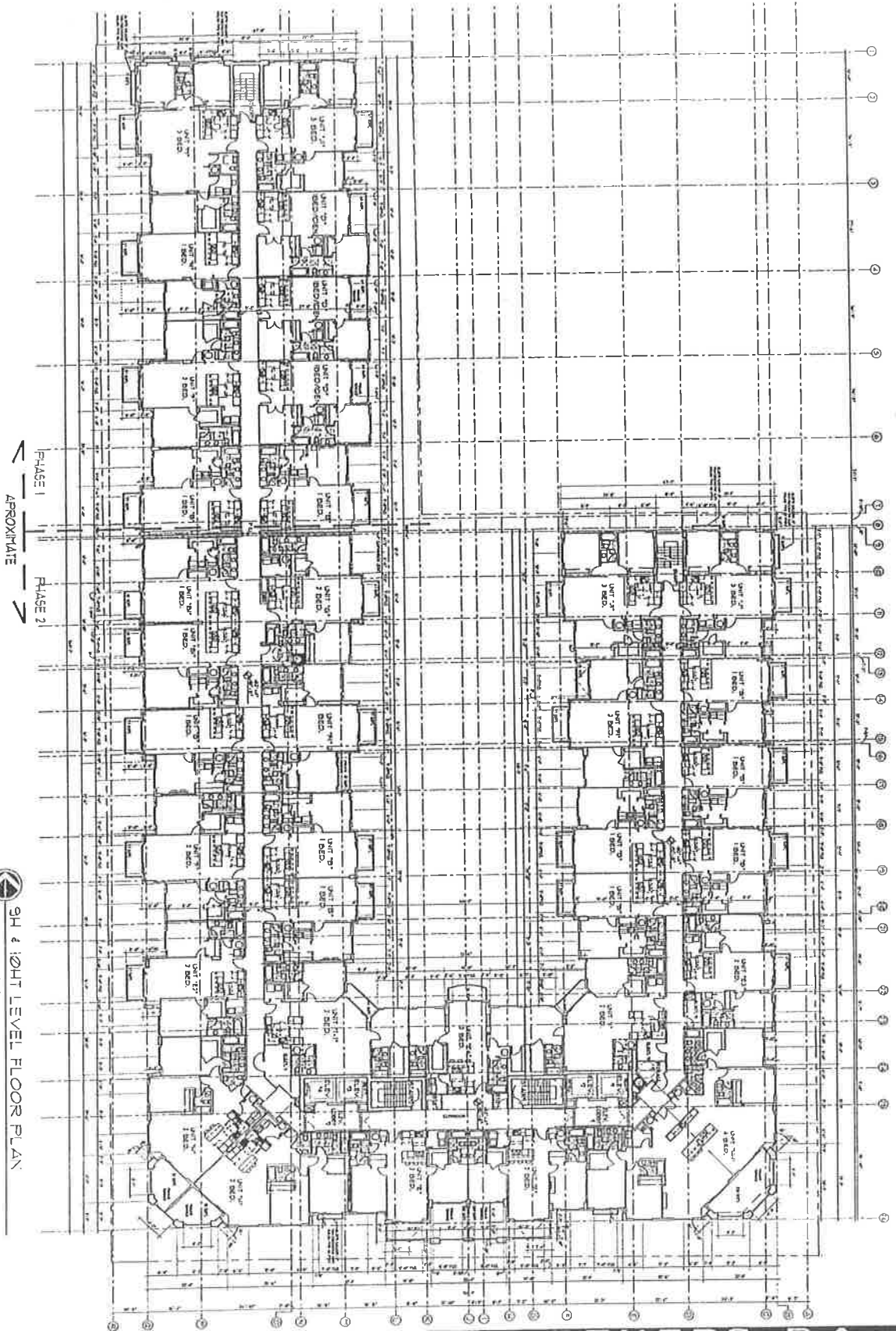


6th LEVEL FLOOR PLAN - RECREATIONAL  
SCALE: 1/8" = 1'-0"

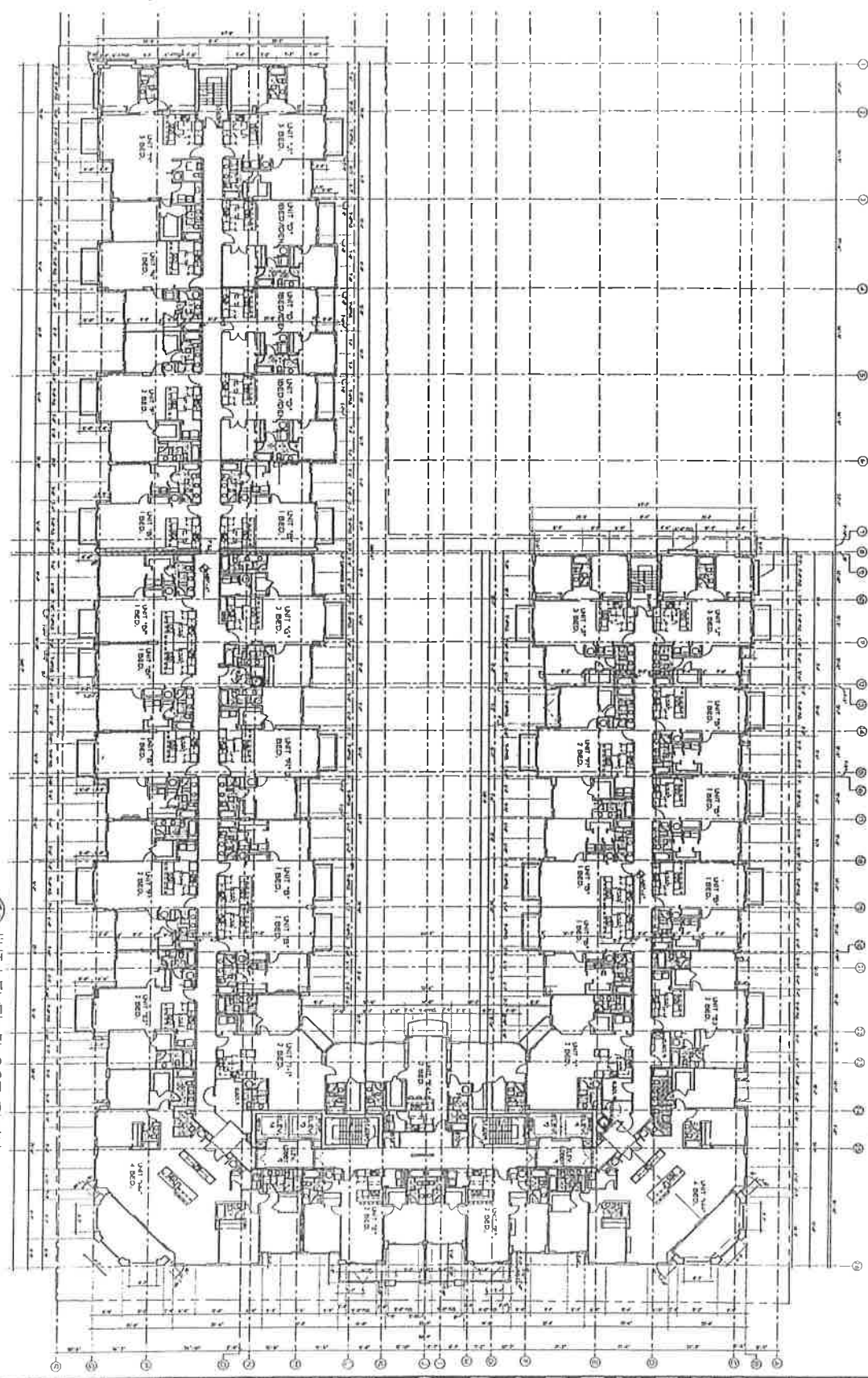









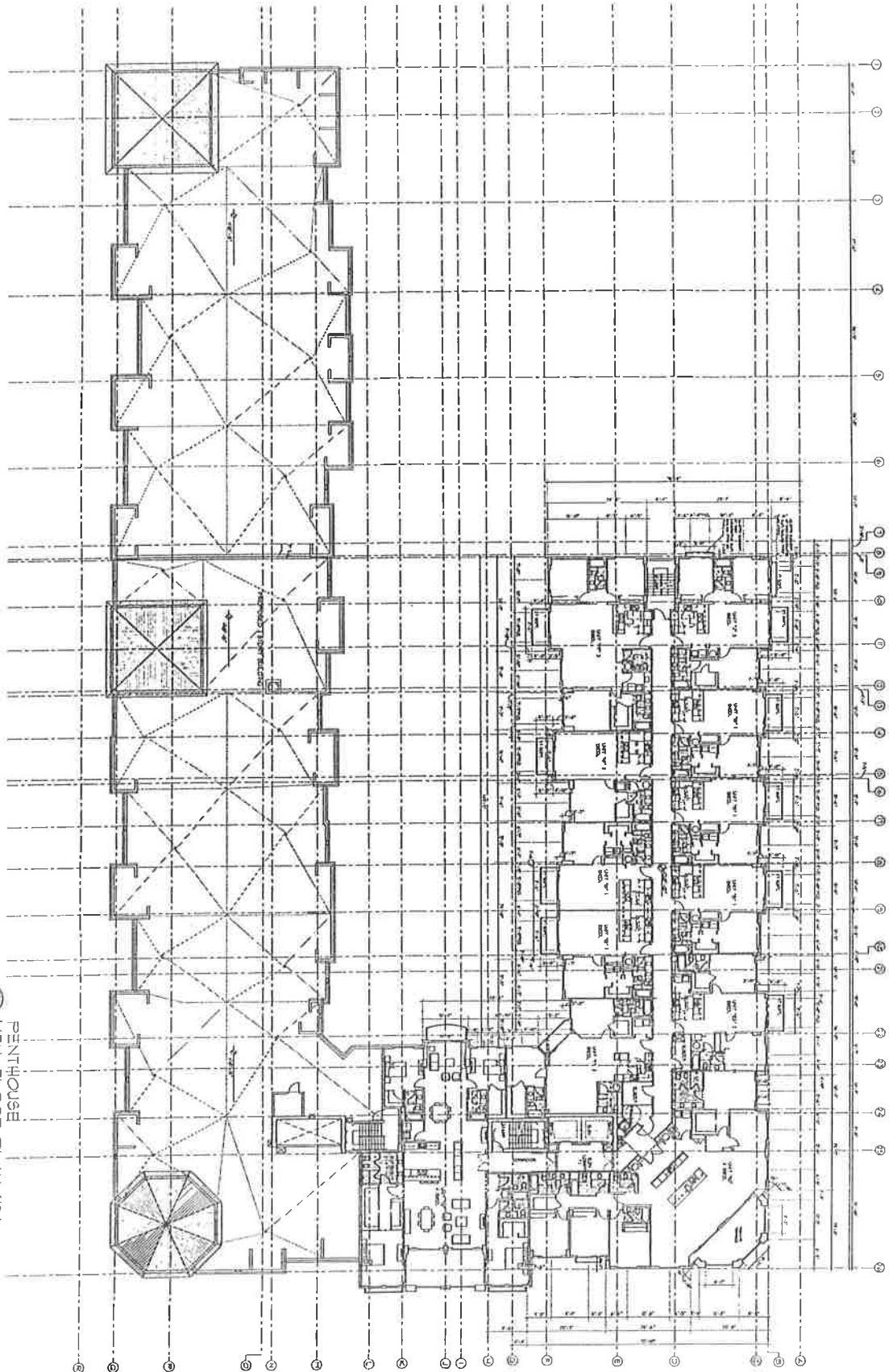
9H & 10TH LEVEL FLOOR PLAN  
APPROXIMATE



11TH LEVEL FLOOR PLAN  
SCALE: 1/8" = 1'-0"

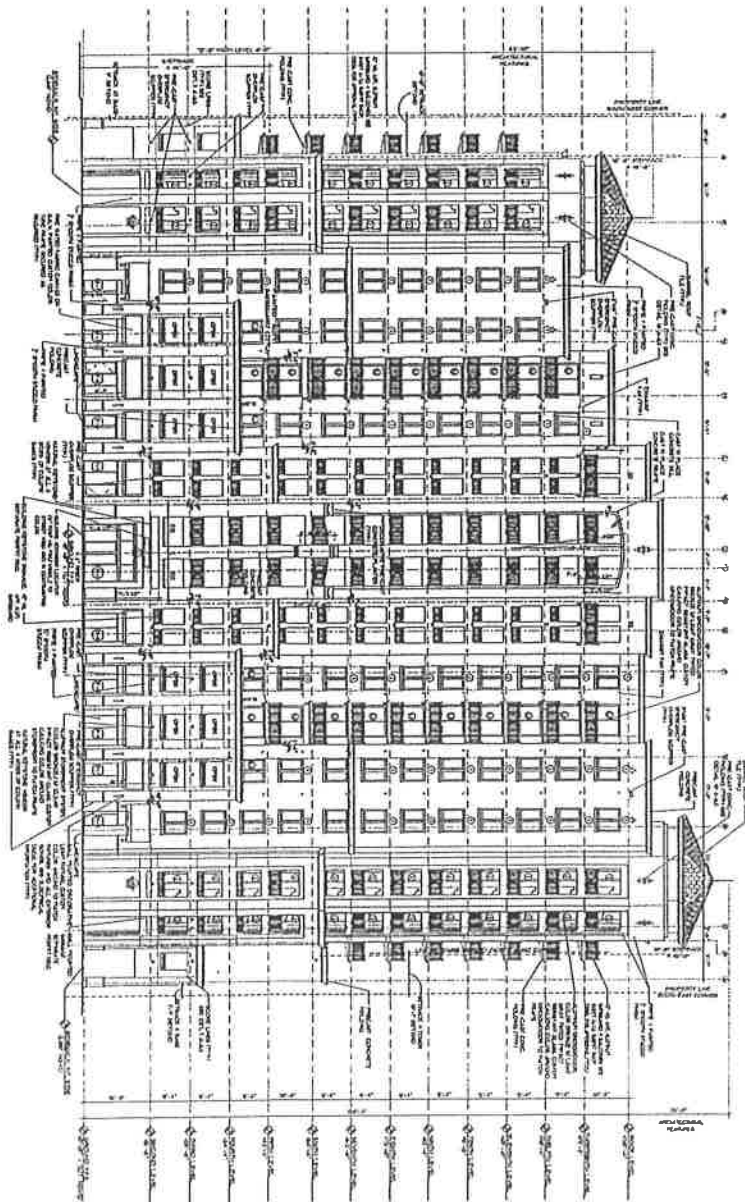



  
 PENTHOUSE
   
 14TH FLOOR PLAN (1/3)
   
 SCALE: 3/32" = 1'-0"

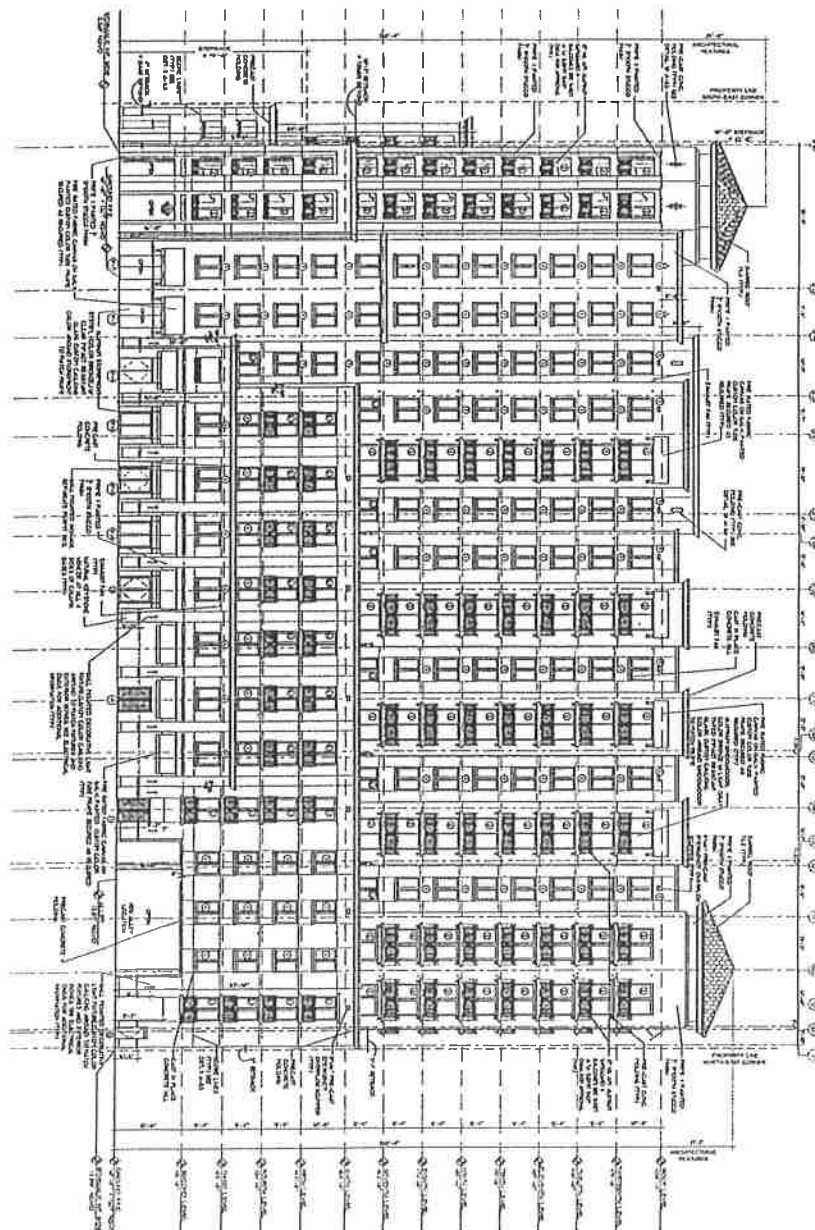




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SOUTH ELEVATION  
SCALE 3/32" = 1'-0"



EAST ELEVATION

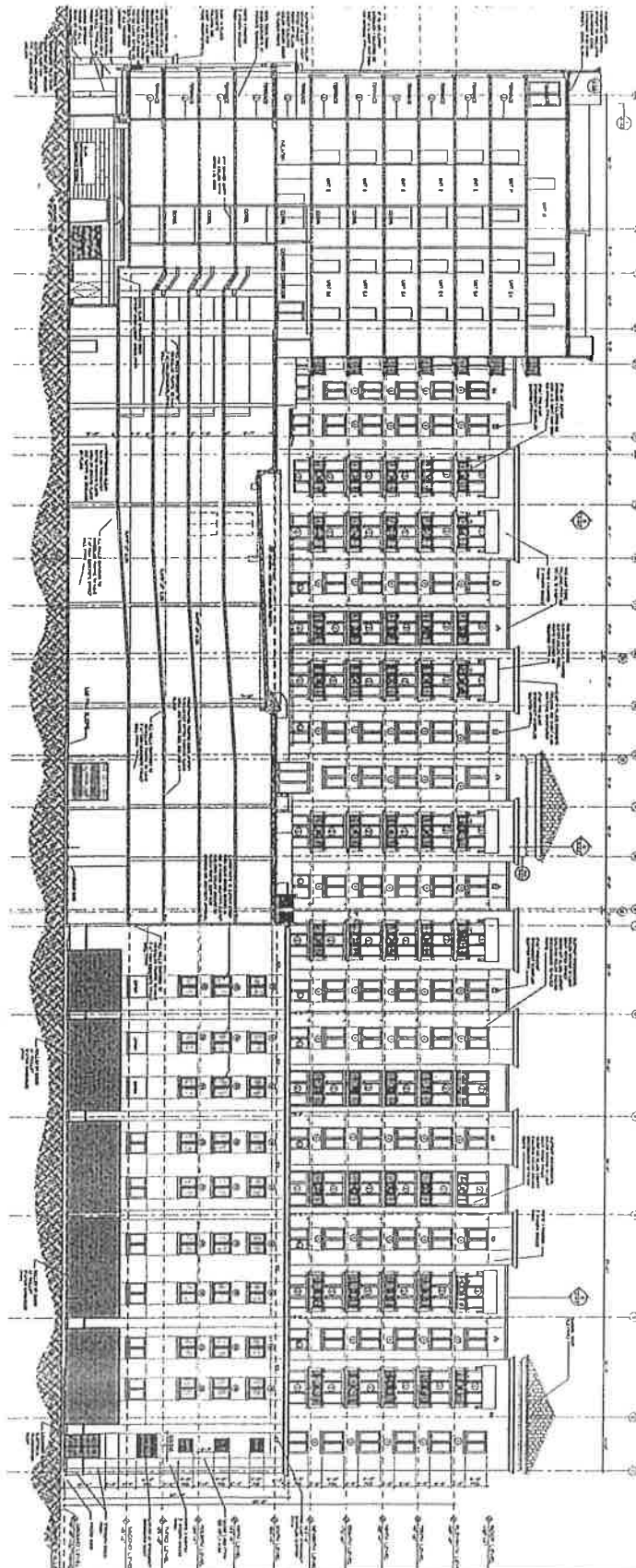
SCALE: 3/37" = 1'-0"











### BUILDING SECTION 3-B

**BEHAR, FONT & PARTNERS P.A.**

PROPOSED MIXED-USE BUILDING  
**MERRICK MANOR**  
301 ALTA VIA AVENUE  
CORAL GABLES, FLORIDA

4-3.1b

CH-010-2004

## **EXHIBIT "C"**

### **LEGAL DESCRIPTION FOR ORIGINAL PERMIT PLANS**

Lots 26 through 34, in Block 1, of "Revised Plat Coral Gables, Industrial Section", according to the Plat thereof, recorded in Plat Book 28, Page 22, of the Public Records of Miami-Dade County, Florida.

And

Lots 35 and 36, Block 1, of "Revised Plat Coral Gables, Industrial Section", according to the Plat thereof, recorded in Plat Book 28, Page 22, of the Public Records of Miami-Dade County, Florida.

And

Lots 13, 14, 15, 16, 17, 18, 19, 20, and 21, Block 1, of "Revised Plat Coral Gables, Industrial Section", according to the Plat thereof, recorded in Plat Book 28, Page 22, of the Public Records of Miami-Dade County, Florida.

And

Lots 22, 23, 24, and 25, Block 1, of "Revised Plat Coral Gables, Industrial Section", according to the Plat thereof, recorded in Plat Book 28, Page 22, of the Public Records of Miami-Dade County, Florida.

**EXHIBIT "D" - Joint Motion for Approval and Stay**

IN THE CIRCUIT COURT FOR THE  
ELEVENTH JUDICIAL CIRCUIT, IN  
AND FOR MIAMI-DADE COUNTY,  
FLORIDA

COMPLEX BUSINESS LITIGATION

CASE NO. 13-29113 CA 01 (40)

\_\_\_\_\_  
CITY OF CORAL GABLES, FLORIDA, a  
Florida municipal corporation,

Plaintiff,

v.

ASTOR TROLLEY, LLC, a Florida limited  
liability company, and MERRICK MANOR,  
LLC, f/k/a 4111 LE JEUNE, LLC, a Florida  
limited liability company,

Defendants,  
\_\_\_\_\_

**PLAINTIFF, CITY OF CORAL GABLES, FLORIDA AND  
DEFENDANTS, ASTOR TROLLEY, LLC AND MERRICK MANOR, LLC,  
F/K/A 4111 LE JEUNE, LLC'S JOINT MOTION FOR APPROVAL  
OF SETTLEMENT AGREEMENT AND FOR TEMPORARY STAY**

Plaintiff, City of Coral Gables, Florida ("City"), and Defendants, Astor Trolley, LLC and Merrick Manor, LLC, f/k/a 4111 Le Jeune, LLC (together, the Astor Parties") (City and the Astor Defendants shall be referred to, collectively, as the "Parties"), by and through their undersigned counsel and pursuant to that certain Settlement Agreement entered into by the Parties as of July \_\_\_, 2014 (the "Settlement Agreement"), hereby file this Joint Motion for Approval of Settlement Agreement and for Temporary Stay, and, in support thereof, state:

1. This action is currently subject to a stay of all proceedings pursuant to the Court's *Sua Sponte* Order Staying All Proceedings for Additional 60 Days, entered on May 29, 2014 (the "Current Stay Order"). The Court entered the Current Stay Order so that the Parties could continue to explore efforts to resolve this action through ongoing settlement discussions.

2. As of July \_\_\_, 2014, the Parties entered into a Settlement Agreement with respect to the claims in this action and other related matters. A fully executed copy of the Settlement Agreement is attached hereto as Exhibit "1."

3. The Settlement Agreement is intended to settle and resolve this action in its entirety. However, certain contingencies must be satisfied to accomplish fully the Parties' goals in entering into the Settlement Agreement. If and when those contingencies are satisfied, the Parties will cause to be filed a Stipulation for Dismissal with Prejudice of this action, pursuant to the terms of the Settlement Agreement. However, if those contingencies have not been satisfied, the Settlement Agreement under certain circumstances may be terminated, upon which termination the Settlement Agreement will be deemed void *ab initio* and the Parties may resume the prosecution of this action.

4. Pursuant to Section 7 of the Settlement Agreement, the Parties agreed to request that the Court approve the Settlement Agreement, and stay this action until the earlier of such time that: (a) City, the Astor Parties, or the Parties together file a notice of termination of the Settlement Agreement and motion to lift the stay, in accordance with the provisions of Section 11 of the Settlement Agreement; or (b) the Parties jointly request dismissal of this action pursuant to a Joint Stipulation for Entry of Agreed Order of Dismissal with Prejudice in accordance with the provisions of Section 8.3 of the Settlement Agreement.

5. To that end, the Parties respectfully request that the Court enter an Order approving the Settlement Agreement and staying all proceedings, in the form attached hereto as Exhibit "2."

Wherefore, Plaintiff, City of Coral Gables, Florida, and Defendants, Astor Trolley, LLC and Merrick Manor, LLC, f/k/a 4111 Le Jeune, LLC, respectfully request that this Court grant

their Joint Motion for Approval of Settlement Agreement and for Temporary Stay, and enter an Order in the form attached hereto as Exhibit "2."

Respectfully submitted,

<p>WEISS SEROTA HELFMAN PASTORIZA COLE &amp; BONISKE, P.L. 2525 Ponce De Leon Boulevard, Suite 700 Coral Gables, Florida 33134 Telephone: (305) 854-0800 Facsimile: (305) 854-2323</p> <p>By: _____ MICHAEL S. POPOK Florida Bar No. 44131 <a href="mailto:mpopok@wsh-law.com">mpopok@wsh-law.com</a> <a href="mailto:szavala@wsh-law.com">szavala@wsh-law.com</a> JOHN J. QUICK Florida Bar No. 648418 <a href="mailto:jquick@wsh-law.com">jquick@wsh-law.com</a> <a href="mailto:lmartinez@wsh-law.com">lmartinez@wsh-law.com</a></p>	<p>GREENBERG TRAURIG 333 SE 2<sup>nd</sup> Avenue, Suite 4400 Miami, Florida 33131 Telephone (305) 579-0500 Facsimile (305) 579-0717</p> <p>By: _____ Alan T. Dimond Florida Bar No. 111017 <a href="mailto:dimonda@gtlaw.com">dimonda@gtlaw.com</a> <a href="mailto:fernandezfe@gtlaw.com">fernandezfe@gtlaw.com</a> Timothy A. Kolaya Florida Bar No. 056140 <a href="mailto:kolayat@gtlaw.com">kolayat@gtlaw.com</a> <a href="mailto:belloy@gtlaw.com">belloy@gtlaw.com</a> <a href="mailto:FLService@gtlaw.com">FLService@gtlaw.com</a></p>
<p>CITY OF CORAL GABLES 405 Biltmore Way Coral Gables, Florida 33134 Telephone: (305) 460-5218 Facsimile: (305) 460-5264</p> <p>By: _____ CRAIG E. LEEN Florida Bar No. 701696 <a href="mailto:cleen@coralgables.com">cleen@coralgables.com</a> <a href="mailto:zosle@coralgables.com">zosle@coralgables.com</a></p>	

**CERTIFICATE OF SERVICE**

I certify that a copy hereof has been furnished to those on the attached service list by  
Certified E-Mail on this \_\_\_\_ day of July, 2014.

\_\_\_\_\_  
TIMOTHY A. KOLAYA

**SERVICE LIST**

<p><b>Michael S. Popok, Esq.</b> <b>John J. Quick, Esq.</b> WEISS SEROTA HELFMAN PASTORIZA COLE &amp; BONISKE, P.L. 2525 Ponce De Leon Blvd., Suite 700 Coral Gables, Florida 33134 Telephone: (305) 854-0800 Facsimile: (305) 854-2323 E-mail: <a href="mailto:mpopok@wsh-law.com">mpopok@wsh-law.com</a> <a href="mailto:szavala@wsh-law.com">szavala@wsh-law.com</a> <a href="mailto:jquick@wsh-law.com">jquick@wsh-law.com</a> <a href="mailto:lmartinez@wsh-law.com">lmartinez@wsh-law.com</a></p> <p><i>Counsel for The City of Coral Gables</i></p>	<p><b>Craig E. Leen, Esq.</b> CITY OF CORAL GABLES 405 Biltmore Way Coral Gables, Florida 33134 Telephone: (305) 460-5218 Facsimile: (305) 460-5264 E-mail: <a href="mailto:cleen@coralgables.com">cleen@coralgables.com</a> <a href="mailto:zosle@coralgables.com">zosle@coralgables.com</a></p> <p><i>City Attorney for The City of Coral Gables</i></p>
--	--



**EXHIBIT "1" to Joint Motion for Approval and Stay**

IN THE CIRCUIT COURT FOR THE  
ELEVENTH JUDICIAL CIRCUIT, IN  
AND FOR MIAMI-DADE COUNTY,  
FLORIDA

CASE NO. 13-29113 CA 40

## COMPLEX BUSINESS LITIGATION

CITY OF CORAL GABLES, FLORIDA,  
a Florida municipal corporation,

Plaintiff,

 $\mathbf{V}_i$ 

ASTOR TROLLEY, LLC,  
a Florida limited liability company, and  
MERRICK MANOR, LLC, f/k/a 4111  
LE JEUNE, LLC, a Florida limited  
liability company,

Defendants.

**ORDER GRANTING PLAINTIFF, CITY OF CORAL GABLES, FLORIDA  
AND DEFENDANTS, ASTOR TROLLEY, LLC AND MERRICK MANOR,  
LLC, F/K/A 4111 LE JEUNE, LLC'S JOINT MOTION FOR APPROVAL  
OF SETTLEMENT AGREEMENT AND FOR TEMPORARY STAY**

This cause having come before the Court on \_\_\_\_\_, on Plaintiff, City of Coral Gables, Florida (“City”), and Defendants, Astor Trolley, LLC and Merrick Manor, LLC, f/k/a 4111 Le Jeune, LLC’s (together, the Astor Parties”) (City and the Astor Defendants shall be referred to, collectively, as the “Parties”) Joint Motion for Approval of Settlement Agreement and for Temporary Stay (the “Motion”), and the Court having reviewed the Motion, having heard from counsel for the Parties, and being otherwise duly advised in the premises, it is hereby

**ORDERED AND ADJUDGED** that:

1. The Motion is GRANTED.

2. The Settlement Agreement entered into by the Parties as of July \_\_, 2014, is hereby approved.

3. This action is hereby stayed until the earlier of such time that: (a) City, the Astor Parties, or the Parties together file a notice of termination of the Settlement Agreement and motion to lift the stay, in accordance with the provisions of Section 11 of the Settlement Agreement; or (b) the Parties jointly request dismissal of this action pursuant to a Joint Stipulation for Entry of Agreed Order of Dismissal with Prejudice in accordance with the provisions of Section 8.3 of the Settlement Agreement.

DONE AND ORDERED in Chambers in Miami-Dade County, Florida this \_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
HONORABLE JOHN W. THORNTON  
CIRCUIT JUDGE

**Copies Furnished to:**

Michael S. Popok, Esq. ([mpopok@wsh-law.com](mailto:mpopok@wsh-law.com); [szavala@wsh-law.com](mailto:szavala@wsh-law.com))  
John J. Quick, Esq. ([jquick@wsh-law.com](mailto:jquick@wsh-law.com); [lmartinez@wsh-law.com](mailto:lmartinez@wsh-law.com))  
WEISS SEROTA HELFMAN PASTORIZA COLE & BONISKE, P.L.  
2525 Ponce De Leon Boulevard, Suite 700  
Coral Gables, Florida 33134

Craig E. Leen, Esq. ([cleen@coralgables.com](mailto:cleen@coralgables.com); [zosle@coralgables.com](mailto:zosle@coralgables.com))  
CITY OF CORAL GABLES  
405 Biltmore Way  
Coral Gables, Florida 33134

Alan T. Dimond, Esq. ([dimonda@gtlaw.com](mailto:dimonda@gtlaw.com); [fernandezfe@gtlaw.com](mailto:fernandezfe@gtlaw.com))  
Timothy A. Kolaya, Esq. ([kolayat@gtlaw.com](mailto:kolayat@gtlaw.com); [belloy@gtlaw.com](mailto:belloy@gtlaw.com); [FLService@gtlaw.com](mailto:FLService@gtlaw.com))  
GREENBERG TRAURIG, P.A.  
333 Avenue of the Americas, Suite 4400  
Miami, Florida 33131

EXHIBIT "E"

JOINT STIPULATION FOR ENTRY OF AGREED ORDER  
OF DISMISSAL WITH PREJUDICE OF THE CITY ACTION

IN THE CIRCUIT COURT FOR THE  
ELEVENTH JUDICIAL CIRCUIT, IN  
AND FOR MIAMI-DADE COUNTY,  
FLORIDA

COMPLEX BUSINESS LITIGATION

CASE NO. 13-29113 CA 01 (40)

\_\_\_\_\_  
CITY OF CORAL GABLES, FLORIDA, a  
Florida municipal corporation,

Plaintiff,

v.

ASTOR TROLLEY, LLC, a Florida limited  
liability company, and MERRICK MANOR,  
LLC, f/k/a 4111 LE JEUNE, LLC, a Florida  
limited liability company,

Defendants, \_\_\_\_\_

JOINT STIPULATION FOR ENTRY OF AGREED  
ORDER OF DISMISSAL WITH PREJUDICE

Plaintiff, City of Coral Gables, Florida and Defendants, Astor Trolley, LLC and Merrick Manor, LLC, f/k/a 4111 Le Jeune, LLC (together, the "Parties"), by and through their undersigned counsel, and pursuant to Rule 1.420(a) of the Florida Rules of Civil Procedure, hereby stipulate and agree as follows:

1. This action should be dismissed with prejudice.
2. Each party shall bear its own attorneys' fees and costs, except as otherwise provided in the Parties' Settlement Agreement entered into as of July \_\_\_\_, 2014 (the "Settlement Agreement").

3. The Parties request that the Court retain jurisdiction to enforce the terms of the Parties' Settlement Agreement.

4. The Parties request that the Court enter the proposed Agreed Order of Dismissal with Prejudice attached hereto as Exhibit "1."

DATED this \_ day of \_\_\_\_\_, 2014.

Respectfully submitted,

<p>WEISS SEROTA HELFMAN PASTORIZA COLE &amp; BONISKE, P.L. 2525 Ponce De Leon Boulevard, Suite 700 Coral Gables, Florida 33134 Telephone: (305) 854-0800 Facsimile: (305) 854-2323</p> <p>By: _____ MICHAEL S. POPOK Florida Bar No. 44131 <a href="mailto:mpopok@wsh-law.com">mpopok@wsh-law.com</a> <a href="mailto:szavala@wsh-law.com">szavala@wsh-law.com</a> JOHN J. QUICK Florida Bar No. 648418 <a href="mailto:jquick@wsh-law.com">jquick@wsh-law.com</a> <a href="mailto:lmartinez@wsh-law.com">lmartinez@wsh-law.com</a></p>	<p>GREENBERG TRAURIG 333 SE 2<sup>nd</sup> Avenue, Suite 4400 Miami, Florida 33131 Telephone (305) 579-0500 Facsimile (305) 579-0717</p> <p>By: _____ Alan T. Dimond Florida Bar No. 111017 <a href="mailto:dimonda@gtlaw.com">dimonda@gtlaw.com</a> <a href="mailto:fernandezfe@gtlaw.com">fernandezfe@gtlaw.com</a> Timothy A. Kolaya Florida Bar No. 056140 <a href="mailto:kolayat@gtlaw.com">kolayat@gtlaw.com</a> <a href="mailto:belloy@gtlaw.com">belloy@gtlaw.com</a> <a href="mailto:FLService@gtlaw.com">FLService@gtlaw.com</a></p>
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**CERTIFICATE OF SERVICE**

I certify that a copy hereof has been furnished to those on the attached service list by

Certified E-Mail on this \_\_\_\_ day of \_\_\_\_, 2014.

\_\_\_\_\_  
TIMOTHY A. KOLAYA

**SERVICE LIST**

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EXHIBIT "1" to Joint Stipulation for Entry of Agreed Order of Dismissal with Prejudice

IN THE CIRCUIT COURT FOR THE  
ELEVENTH JUDICIAL CIRCUIT, IN  
AND FOR MIAMI-DADE COUNTY,  
FLORIDA

CASE NO. 13-29113 CA 40

CITY OF CORAL GABLES, FLORIDA,  
a Florida municipal corporation,

Plaintiff,

$$V_{\bullet}$$

ASTOR TROLLEY, LLC,  
a Florida limited liability company, and  
MERRICK MANOR, LLC, f/k/a 4111  
LE JEUNE, LLC, a Florida limited  
liability company,

Defendants.

COMPLEX BUSINESS LITIGATION

### AGREED ORDER OF DISMISSAL WITH PREJUDICE

This cause having come before the Court on the Joint Stipulation for Dismissal with Prejudice (“the “Stipulation”) filed by Plaintiff, City of Coral Gables, Florida, and Defendants, Astor Trolley, LLC and Merrick Manor, LLC, f/k/a 4111 Le Jeune, LLC (together, the “Parties”), and the Court having reviewed the Stipulation, and being otherwise duly advised in the premises, it is hereby

**ORDERED AND ADJUDGED** that:

1. The Stipulation is approved.
2. This action is hereby dismissed **with prejudice**.

3. Each party shall bear its own attorneys' fees and costs, except as otherwise provided in the Parties' Settlement Agreement entered into as of July \_\_\_\_, 2014 (the "Settlement Agreement").

4. The Court retains jurisdiction to enforce the terms of the Parties' Settlement Agreement.

5. The Clerk of the Court is directed to close the Court file.

DONE AND ORDERED in Chambers in Miami-Dade County, Florida this \_\_\_\_ day of \_\_\_\_\_, 2014.

HONORABLE JOHN W. THORNTON  
CIRCUIT JUDGE

**Copies Furnished to:**

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